

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, BROOKSTONE ESTATES, LLC a limited liability company with its principal place of business located in the Town of Hebron, County of Tolland and State of Connecticut (hereinafter referred to as “Developer”), is the owner of certain pieces or parcels of land situated in the Town of Colchester, County of New London and State of Connecticut, being known and designated as Being shown as **Lots 1-25, inclusive**, on a certain map or plan entitled “BROOKSTONE ESTATES SUBDIVISION PREPARED FOR **BROOKSTONE ESTATES, LLC** RED SCHOOL HOUSE ROAD – COLCHESTER, CONNECTICUT SCALE 1”=40’ – NOVEMBER 1, 2006 SHEET NOS. 1-18 REVISED JANUARY 20, 2007 REVISED FEBRUARY 7, 2007 REVISED MARCH 7, 2007 REVISED MARCH 26, 2007 REVISED JULY 17, 2007 DUTCH & ASSOCIATES CIVIL ENGINEERS & LAND SURVEYORS. JOB No. 06-176 which map is on file in the Colchester Town Clerk’s office.

WHEREAS, Developer is about to sell said lots and desires to subject such property to certain restrictive covenants between itself and the grantees, their heirs and assigns, of said lots as hereinafter set forth for the benefit of said grantees, their heirs and assigns, and all of said lots; and

WHEREAS, it is the desire and intention of Developer to impose on said property mutual beneficial restrictions under a general scheme of improvement for the benefit of each and all of the separate lots.

NOW THEREFORE, BROOKSTONE ESTATES, LLC the said Developer hereby declares that all the property described above is held and shall be held, conveyed, or encumbered, leased, rented, used, occupied, and improved, subject to the following limitations, conditions, covenants, and restrictions all of which are declared and agreed to be in furtherance of a plan established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the land and every part thereof. All limitations, restrictions, conditions, and covenants shall run with the land and shall be binding on all parties having or acquiring any rights, title, or interest in the above described land or any part thereof, and shall be for the benefit of each owner of any portion of said real property or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

Said limitations, restrictions, covenants and conditions are as follows:

1. No lot shall be used except for private residential purposes and no building of any kind whatsoever shall be erected or maintained thereon except as a private dwelling house designated for occupancy by a single family with a minimum two car

private garage, which such garage shall be a basement garage or attached in such manner on said premises to be occupied by more than one family. The minimum square footage shall be 2000 square feet of living area, exclusive of garage and basement.

2. Before the commencement of work on said premises, a set of plans and specifications shall be filed for permanent keeping with the said Developer herein, it's successors, nominees or assigns, designated as aforesaid, for it's approval. All plans and specifications and exterior color schemes for the dwelling house, garage, and any other building to be erected on any lot and all plans for fencing and above ground pools shall be subject to the written approval of or modification or disapproval of by the Developer herein, or whomsoever said Developer shall appoint, nominate or duly authorize in writing, which shall be communicated in writing in the form appropriate for recording, to the purchaser of any lot within fifteen (15) days thereafter. The Developer or it's successors, nominees or assigns as designated, shall have final and absolute authority to approve, modify or disapprove said plans or specifications. All roofs shall be constructed using architectural shingles.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All allowable outbuildings, including but not limited to utility sheds, shall be placed in such a manner as not to be visible from the street.

5. All exterior work on each lot including grading, garages and basic landscaping, must be completed within one year from the date of the issuance of the Certificate of Occupancy.

6. No lot shall be used or maintained as a dumping ground for rubbish. All other trash must be kept in enclosed trashcans, or other suitable containers. All garbage trash and refuse containers shall be placed as not to be visible from the street.

7. No permanent fencing delineating boundary lines shall be erected upon any lot. Such excluded fencing shall include, but not be limited to, chain link fencing. Limited fencing for ornamental purposes or pool fencing shall be allowable, subject to Developers' approval pursuant to Paragraph 2 above.

8. No unregistered motor vehicles, motorcycles, boats, campers, snow mobiles or recreational vehicles of any kind shall be kept on the premises, unless in the garage. The parking or storage of all boats, campers, snowmobiles and other recreational vehicles shall be in the rear yard and in such a manner as not to be visible from the street. The maximum length of such may not exceed 30'. These items must be registered.

