

BOOK 169 PAGE 0789
SECOND DEVELOPER'S DECLARATION
OF RESTRICTIONS

This declaration of restrictions made this 2nd day of January, 1998, by COUNTRY LIFE PROPERTIES, a partnership under the Connecticut Uniform Partnership Act with offices in the Town of Essex, County of Middlesex and State of Connecticut, (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner of certain lots located south of Mares Hill Road and West of Connecticut Route 153, being Lots 1-48 as shown on a map entitled: "SOUTH WINDS" FINAL RE-SUBDIVISION PLAN OF COUNTRY LIFE PROPERTIES, MARES HILL ROAD & CONN. ROUTE 153, ESSEX, CT, OWNER APPLICANT COUNTRY LIFE PROPERTIES C/O ROBERT VITARY(sic) - DATE 12/5/92 REVISED TO 7/1/93 SCALE 1" = 100' SHEET NUMBER 1 & 2 OF 9" DONALD R. CARLSON L.S. CONN. LIC. NO. 11340.;

WHEREAS, the piece or parcel of land consisting of said Lots 1-48 on the aforementioned map was a portion of the piece or parcel shown on a previous subdivision map entitled: "INDEX PLAN SOUTH WINDS PROPERTY OF COUNTRY LIFE PROPERTIES, ESSEX, CONNECTICUT DATE: OCTOBER 25, 1978 SCALE: 1"=200' ANGUS L. McDONALD & ASSOCIATES, INC. ENGINEERS, PLANNERS, SURVEYORS OLD SAYBROOK, CONNECTICUT", and

WHEREAS, the lots shown on said subdivision entitled: "INDEX PLAN SOUTH WINDS PROPERTY OF COUNTRY LIFE PROPERTIES, ESSEX, CONNECTICUT DATE: OCTOBER 25, 1978 SCALE: 1"=200' ANGUS L. McDONALD & ASSOCIATES, INC. ENGINEERS, PLANNERS, SURVEYORS OLD SAYBROOK, CONNECTICUT" are the subject of a Developer's Declaration of Restrictions and Easements dated March 21, 1979 and recorded in Volume 79 at Page 844 of the Essex Land Records; and

WHEREAS, the Developer desires to place additional restrictions upon Lots 1-48 as shown on the map entitled: "SOUTH WINDS" FINAL RE-SUBDIVISION PLAN OF COUNTRY LIFE PROPERTIES, MARES HILL ROAD & CONN. ROUTE 153, ESSEX, CT, OWNER APPLICANT COUNTRY LIFE PROPERTIES C/O ROBERT VITARY(sic) - DATE 12/5/92 REVISED TO 7/1/93 SCALE 1" = 100' SHEET NUMBER 1 & 2 OF 9" DONALD R. CARLSON L.S. CONN. LIC. NO. 11340.;

BOOK 169 PAGE 0790

NOW, THEREFORE, the Developer does hereby declare that the following restrictions and covenants shall be incorporated in and made a part of every deed of conveyance for residential purposes relating to said lots by reference to this Second Declaration:

1. No building other than a private dwelling house designed and constructed to accommodate not more than one (1) family and the usual buildings appurtenant thereto shall be constructed on said premises. Said dwelling house shall have total floor area of not less than 2,000 square feet of living area.
2. Each dwelling erected on any of said lots shall contain a two-car garage which may be underneath, attached to or detached from said dwelling. Carports shall not be allowed.
3. No building shall be erected or altered or the construction thereof begun unless the plans and specifications therefor, together with a diagram showing all finished grade levels, the location of all wells, sewerage disposal and drainage facilities, and the location of such structure to be erected or altered shall have been submitted to the undersigned, its successors and assigns, acting directly or through its authorized architect or agent for approval in writing, as to the exterior appearance of the structure, and any such structure shall be constructed in strict compliance with the plans and specifications so approved. Any such erection, alteration or construction shall be completed within one (1) year of the commencement thereof. All landscaping of the premises shall be completed within one (1) year of the issuance of a Certificate of Occupancy.
4. All improvements constructed on any lot shall be set back a minimum of seventy (70) feet from the property line which abuts the street adjacent to the lot. In instances where a lot abuts more than one street, the set back requirement will apply to only one street.
5. The structure(s) on each lot shall be maintained in good repair and in a neat and attractive manner including but not limited to exterior painting.
6. No signs, except street number or owner's name sign shall be permitted.
7. No towers or satellite dishes in excess of 3 feet in diameter or elevated structures are permitted.
8. No vehicles, boats, motorhomes, campers, snow mobiles, all-terrain vehicles and other like-types of vehicles other than currently registered passenger cars, station wagons, and other similarly sized over the road vehicles shall be parked, stored or

BOOK 169 PAGE 0791

maintained on any portion of any lot except in an enclosed garage. No unregistered or inoperative vehicles of any kind shall be kept or maintained on any lot.

9. No structure of a temporary character, trailer, shack, garage, barn or any other outbuildings shall be established on any lot at any time as a residence, either temporary or permanently.

10. No noxious or offensive activity or noise shall be conducted or made on any lot or in any dwelling.

11 No animals or reptiles of any kind shall be raised, bred or kept in any dwelling or on any lot, except that dogs, cats or similar household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

12. So long as the Declarant owns any lots designated as Lots 1 through 48 on a map entitled: "SOUTH WINDS" FINAL RE-SUBDIVISION PLAN OF COUNTRY LIFE PROPERTIES, MARES HILL ROAD & CONN. ROUTE 153, ESSEX, CT, OWNER APPLICANT COUNTRY LIFE PROPERTIES C/O ROBERT VITARY(sic) - DATE 12/5/92 REVISED TO 7/1/93 SCALE 1" = 100' SHEET NUMBER 1 & 2 OF 9" DONALD R. CARLSON L.S. CONN. LIC. NO. 11340. The Declarant reserves the right to waive or modify any or all of the covenants or restrictions as detailed above at its sole discretion, as to any of said 48 lots, whether or not owned by the Declarant. The waiver or modification of a covenant or restriction in a particular instance shall not be construed as a general waiver or modification of the covenant or restriction in all instances. Any waiver granted under this paragraph shall be binding upon all of the owners of said 48 lots. Any such waiver shall be in writing and recorded upon the Essex Land Records.

13. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the owner of any of said 48 lots and each of their legal representatives, heirs, successors, and assigns, and failure by any of them to enforce any of such restrictions, covenants and agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter; and damages for any breach of the terms, restrictions, covenants and agreements of this Declaration are hereby declared not to be adequate compensation, but such breach or the continuation thereof may be enjoined or abated by appropriate proceedings by the owner of any of said 48 lots and in any proceeding to enforce such restrictions, covenants, an agreement, either by law or in equity, if recovery be had, the plaintiff shall be entitled to recover all costs and expenses, including a reasonable attorney's fee to be fixed by the Court.

14. These restriction shall be considered covenants running with the land and shall be binding upon the owners of all lots subject hereto and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded;

BOOK 169 PAGE 0792

after which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots subject to said covenants has been duly executed and recorded, agreeing to modify or delete said covenants in whole or in part.

15. Invalidation of any of these covenants, conditions, reservations, restrictions and charges by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2nd IN WITNESS WHEREOF, the undersigned has hereunto set it hand and seal this day of January, 1998.

Signed, Sealed and Delivered
in the presence of:

Donna M. Hyde
Donna M. Hyde

Edward S. Domnarski, Jr.
Edward S. Domnarski, Jr.

COUNTRY LIFE PROPERTIES

By Robert J. Vitari
ROBERT J. VITARI, Partner

By Kenneth Bombaci
KENNETH BOMBACI, Partner

STATE OF CONNECTICUT)
COUNTY OF MIDDLESEX) ss: Town of Essex

On this the 2nd day of January, 1998, before me, the undersigned officer, personally appeared ROBERT J. VITARI and KENNETH BOMBACI, who acknowledged themselves to be the Partners of COUNTRY LIFE PROPERTIES, a Partnership and that they as such Partners being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as Partners.

IN WITNESS WHEREOF, I have hereunto set my hand and seal

Edward S. Domnarski, Jr.
Commissioner of the Superior Court

n/ww/realstate/del-rc/countryl

RECEIVED FOR RECORD
1-5-98 2:35 PM
David C. Long Ast.
ESSEX, CT TOWN CLERK