

## BOOK 327 PAGE 0008

## DECLARATION OF COVENANTS AND RESTRICTIONS

I, **STEVEN P. AMES**, hereby declare that the subdivision known as "The Woods at Whippoorwill", which is set forth on a plan entitled "Plan of The Woods at Whippoorwill Phases I and II Developed for Steven P. Ames 37 Neck Road, Old Lyme, CT 06371 January 2005, Hendriks Associates LLC Land Surveyors", which plan is on record in the Old Lyme Town Clerk's Office, shall be sold subject to and together with the following Covenants and Restrictions:

1. Any lot or lots in the subdivision when sold, now and in the future, shall be used for single-family residential purposes only, and only one principal dwelling house shall be constructed and maintained on any such lot.

2. The main dwelling house shall not be less than 3,000 square feet of living space, which shall not include basement, garage, attic, breezeway, porch or deck. No barn, tents, shacks, trailers or garages shall be occupied as living quarters on the lot, prior to or following the completion of the permanent or main dwelling on any lot. No steel or temporary sheds are permitted on the lot.

3. Each lot shall always bear and be charged with a utility easement for the purpose of placing and maintaining underground utility improvements and apparatus, pipes, wires, cables, conduits and other instrumentalities necessary or needful in and about transmitting, conducting and distributing of electric current, telephone, cable and high speed communications and every person, firm or corporation giving public utility services shall have a right of ingress and egress over this easement for all purposes and no improvements or hindrances shall be placed on the easement which will materially interfere with operation of the public utility. No above ground utility services will be permitted. Placement of air conditioning units shall be restricted to the side or rear yards.

4. The owner of a lot shall be permitted to carry on a home occupation or profession, which is clearly incidental and secondary to the primary residential use of the dwelling. The occupation or profession shall be conducted entirely within the main or accessory building provided that no trading in merchandise is carried on and in connection with which there is no display of merchandise or any sign that can be observed outside the residence or accessory building. No mechanical, electrical or sound producing equipment or human voices shall be used or conducted which creates any noise, dust, odor, nuisance or electrical disturbances beyond the confines of the lot on which occupation is conducted.

5. No signs shall be permitted that exceed one square foot and only to identify the street or lot number and owner's name. Temporary signs showing the property for sale are permitted. Mail boxes shall be in conformity to U. S. Post Office regulations.

6. No commercial vehicle over 10,000 lbs. permitted gross vehicle weight shall be permitted to be parked or garaged on any lot. No trailers, boats, vans, or mobile homes shall be parked on said lot so as to be visible from the street. Only

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registered and operable motor vehicles shall be parked or stored outside on said lot.

7. No above ground pools and associated decking shall be permitted on any lot. All pools shall be in ground and located in the rear only with appropriate fencing or screening not exceeding four (4) feet in height and in compliance with State and Town laws and regulations.

8. No trash, debris, tree or vegetative cuttings, metal, plastic, or any other composite, shall be allowed to accumulate on said lot unless in closed containers which are placed at the street line for municipal pickup each week or the yearly trash or debris pickup. The lot and any structures on the lot shall be maintained in good repair and in a neat and attractive appearance, including, but not limited to, exterior painting and site maintenance. Composting is permitted as long as it is not visible from the street. Clear cutting of the lot shall be restricted to an area of not more than forty (40) feet around the residence only and a driveway of not more than twenty-five (25) feet in width. The balance of the lot may be maintained in accordance with sound wood lot management practices.

9. No poles, lines, devices or contrivances for drying or hanging laundry or airing clothes shall be visible from the street.

10. No livestock or poultry shall be permitted to be maintained on any lot except for those animals normally considered as domestic pets. A horse or horses shall be allowed only for use of the lot owner or family, but absolutely no boarding or commercial stable.

11. No satellite dishes, antenna or other reception devices shall be visible from the street except those less than thirty (30) inches in any dimension. All exterior lighting shall be the type that prevents dissemination of illumination to abutting properties and the sky.

12. No hunting or trapping shall be permitted within the subdivision and the operation of snow mobiles, motorcycles and all terrain vehicles are not permitted to be operated within the subdivision.

13. Fences of natural materials or stone walls on the front property line shall not exceed four (4) feet in height and shall be placed so as to allow full access for maintenance purposes without encroaching on the adjoining lot.

14. Any construction on a lot for any purpose whatsoever shall be completed within eighteen (18) months from closing of purchase of the lot.

15. For the period of time in which the developer owns any property in the subdivision or until all lots are built upon, each owner of a lot or any prospective owner of a lot shall submit prior to any construction to the developer, detailed plans with elevation drawings and specifications showing exact natural materials, dimensions and exterior doors and ornaments and driveway material for his approval. The developer shall supply the owner of the lot with a survey which sets out the acceptable locations of the residence, accessory structures,

septic and well. The developer shall review the submission within four (4) weeks and provide the owner with a written acceptance or rejection together with the reasons therefore. This shall include construction of whatsoever nature including but not limited to residence dwelling, accessory structures, pools, fencing, plantings and satellite dishes not exceeding thirty (30) inches. Siding of vinyl and aluminum shall not be permitted. Asphalt roof shingles are permitted.

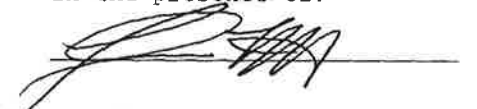
16. No subdivision or re-subdivision shall be permitted with respect to any lot in the subdivision at any time if the action is to reduce the square foot area of any lot.

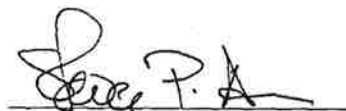
17. The covenants and restrictions contained herein shall run with the lot in perpetuity and shall be enforceable by the developer and any lot owner in any action to enforce the restrictions by way of damages, injunction and removal of any violations. In any action to enforce a covenant or restriction the party seeking to enforce the covenant or restriction shall also be awarded court costs, attorneys' fees and any expert witness fees if the party is successful.

18. These covenants and restrictions may be amended or revised only after the developer has sold all the lots in the subdivision, only then by a written agreement signed by 75% of all the lot owners. Any amendment or revision shall not be effective until a copy of the amendment or revision is duly recorded in the Town Clerk's office for the Town of Old Lyme.

Dated at New London, Connecticut, this 20<sup>th</sup> day of July, 2005.

In the presence of:

  
Nancy Mesham

  
 Steven P. Ames

STATE OF CONNECTICUT )

SS: Old Lyme

COUNTY OF NEW LONDON )

On this, the 20<sup>th</sup> day of July, 2005, before me, the undersigned officer, personally appeared STEVEN P. AMES, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
 Thomas F. McGarvey  
 Commissioner of the Superior Court