

2635

DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY

This Declaration of Covenants and Restrictions is being imposed herewith by Niantic Real Estate Limited Liability Company (hereinafter referred to as "Declarant") and is intended to benefit and burden all lots as shown on the Subdivision Plan entitled Nottingham Hills Subdivision seven lot residential community in East Lyme, Connecticut, Owners: Torrance Family Limited Partnership, Developers: Niantic Real Estate Limited Liability Company, 197 Upper Pattagansett Road, East Lyme, Connecticut, Anchor Engineering Services, Inc., dated May 4, 2001 as revised through November 30, 2001 and each and every lot in said subdivision shall be conveyed subject to and together with the rights, obligations and restrictions as contained herein.

**A. RESIDENTIAL USE:**

Each lot shall be maintained and used solely and exclusively for a single family residence, including home professional pursuit not requiring regular visits from the public, together with one garage designed to accommodate no more than four automobiles. No aluminum or sheet metal outbuildings shall be erected on the lots.

**B. APPROVALS:**

No dwelling house or other structure shall be erected on any lot until the plans and specifications with the proposed site plan have been submitted to and approved by the Declarant as to exterior appearance, design and location of structure(s) on such lot, and a written permit issued by Declarant. The Declarant shall issue a notice of approval which shall identify the lot number, and a brief description of the dwelling so approved, which notice shall be recorded on the land records by the owner. Design shall be required to be in harmony with existing neighborhood structures and the natural terrain of the lot as graded in accordance with the subdivision plan. In addition to all other requirements set



forth herein, no log buildings or raised ranch style homes shall be approved on any lot. Each building erected on a lot shall have an exterior facade of cedar clapboard, cedar shingle, clay brick, natural stone or high-grade vinyl siding. All roofs to be architectural shingles.

**C. TIME OF CONSTRUCTION:**

When any dwelling shall be constructed on any lot, such construction shall be completed within one (1) year after construction was begun, and thereafter within 120 days of completion, all finished grading and landscaping shall be completed, weather permitting. Landscaping shall consist at minimum of four (4") inches of screened loam in areas of lawn and sufficient plantings in the front yard to screen foundation areas.

**D. LIVING AREA:**

The following shall be the minimum square feet of living area, per dwelling, exclusive of open porches, garages or basements:

2 story: 2,600 square feet.

1.5 story: 2,600 square feet.

1 story: 2,600 square feet minimum 8/12 roof pitch.

The square footage of bonus rooms over garages whether or not finished can be included in the total square footage calculation.

**E. TEMPORARY STRUCTURES:**

No structure of a temporary character shall be constructed on any lot either temporarily or permanently. No trailer, recreational vehicle, tent, shack, garage, hoop house or any outbuilding erected on any lot shall be used as a residence temporarily or permanently.

**F. PROPERTY MAINTENANCE:**

Each lot owner shall use the mailbox supplied by the Developer. If that mailbox is damaged or stolen, the property owner is required to replace it with the same model.

Each lot owner shall keep his/her lot and all improvements thereon in good order

and repair and free of debris. Lawns and yards shall be maintained in a neat and orderly appearance. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which shall be or which may become an annoyance or nuisance to the neighborhood. No basketball hoops or other sporting facilities shall be placed in the streets adjacent to lots. No high intensity lighting which shall shine outside the lot shall be permitted. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No rubbish, trash, garbage or waste shall be kept on any lot except in enclosed sanitary containers which are not visible outside of the dwelling house which has been constructed on the lot. No incinerators, dumpsters or other equipment for the disposal of such material shall be kept or maintained on any lot.

**G. VEHICLES:**

No trucks larger than three-quarter (3/4) ton in size, trailers, unregistered vehicles, which are not in working condition (except in an emergency), recreation vehicles (including motor and mobile homes), All Terrain vehicles, motorcycles, snowmobiles or unregistered boats shall be permitted on any lot, except for commercial trucks owned by third parties providing a commercial service to the owner of the lot or unless kept totally within the garage located on the lot. Registered boats kept outdoors shall be screened from view of the public streets with landscaping materials.

**H. SIGNS:**

No signs are permitted to be posted on any lot except for a SINGLE "For Sale" sign not to exceed two feet by two feet. Homeowners or their agents shall not use HOA property or the town rights of way for the placement of any signs. This shall not apply to the Declarant.

**I. ANIMALS:**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the subdivision except that dogs, cats or household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No house-kept pigs of any kind

or animal husbandry shall be allowed.

**J. SATELLITE DISHES, ET CETERA:**

No device for the transmission or reception of radio or television signals shall be installed on any lot and no satellite dish transmission receivers shall be erected on any lot except that this paragraph shall not apply to satellite dish transmission receivers or similar devices not to exceed 24" in diameter which shall not be visible from the street.

**K. UTILITIES:**

All utilities shall be underground unless waived by the Declarant because of distance or other physical limitations. The Declarant, its successors and assigns, reserve an easement for the installation and maintenance of utilities on each lot prior to the time that a building permit is issued for the house constructed on that lot.

**L. SWIMMING POOLS:**

No above-ground swimming pools shall be permitted on any lot.

**M. DRIVEWAYS:**

All driveways shall be paved, block or cobblestone.

**N. EXTERIOR CLOTHES LINES:**

No exterior clothes or wash lines shall be permitted on any lot.

**O. TERMINATION OF RIGHTS:**

Declarant's right to approve plans as set forth in paragraph B hereof shall terminate upon the earliest to occur of the following: (i.) At such time as neither the Declarant nor any assignee of the rights of Declarant to approve plans shall own any of the lots affected by this Declaration; or (ii.) At such time as said rights are released by Declarant or said assignee. For all purposes hereunder, any entity which shall receive the conveyance of all or substantially all of the remaining unfurnished lots in the subdivision shall be deemed the successor Declarant, notwithstanding the fact that no specific assignment of the rights hereunder shall have occurred. Such successor Declarant shall have the right to enforce these regulations in the same fashion as did the original Declarant.

The remaining covenants, reservations and restrictions contained herein shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ten (10) years from the date of recording. Said covenants shall thereafter automatically continue unless a majority of the lot owners of the lots shall, by majority vote, repeal or modify the covenants. The owner or owners of each lot shall be entitled to one vote and if any lot is owned by more than one owner, and if said owners can not agree with regard to their vote, then the owner of said lot shall be deemed to have abstained with regard to any vote being taken hereunder.

**P. FURTHER SUBDIVISION:**

No lots shall be further subdivided or resubdivided. This shall not apply to the Declarant or his Assignee.

**Q. ENFORCEMENT:**

Enforcement of the covenants, reservations and restrictions, or any of them, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations by injunctive relief, or to recover damages. Court costs and reasonable Attorney's fees shall be recovered by the prevailing party.

**R. INVALIDATION:**

Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect. If this covenant is held not to apply to one or more phases of the subdivision for any reason, it shall nevertheless remain valid and enforceable for the other phases.

**S. AMENDMENTS:**

This Declaration may be amended by Declarant or any assignee of Declarant's rights until the Declarant or said Assignee shall have conveyed more than fifty (50%) per cent of the lots within all sections of said subdivision, or at such time as said rights are released by the Declarant or said Assignee,

However, the Declarant or its Assignee further reserves the right to amend this Declaration at any time, if such amendment is required by a mortgage lender.

**T. ZONING:**

Any dwelling constructed on the lot within the subdivision shall comply with and meet all requirements set forth in the Town of East Lyme Zoning Regulations, as the same may be amended from time to time. In the event of a conflict between the zoning regulations and these restrictions, the most restrictive shall apply.

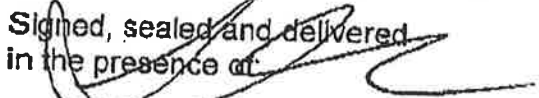

**U. OPEN SPACE:**

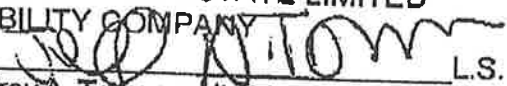
It is anticipated that there shall be open space dedicated in conjunction with a future phase or phases of this subdivision and the lots in Phase I shall have all the rights and responsibilities with respect to such open space as shall such future lots. The Declarant reserves the right to adjust boundaries of open space areas as shall be shown in Phase I in conjunction with the realignment and/or creation of additional lots and future phases, provided that any such realignment and/or dedication of open space shall comply with the East Lyme Subdivision Regulations. The present open space area in Phase I as shown on the within reference plan and located on the westerly side of Kensington Drive, said open space area being forty (40) feet in width and parallel to the westerly line of Kensington Drive, and bounding on the north by Lot 7 as shown on said plan and on the south by Upper Pattagansett Road.

**V. HOMEOWNERS' ASSOCIATION:**

It is anticipated that in the future, a Homeowners Association shall be formed as the body politic of the lot owners and for the purpose of preserving and/or maintaining such open space areas. By acceptance of deeds in Phase I, the lot owners agree to be bound by the terms and conditions of such Association including such charges as may be deemed appropriate by that Association for the purpose of maintenance and/or preservation of such open space areas. Provided, however, any such assessments and/or charges may not exceed the amount specified in Section 47-213 of the Connecticut

General Statutes as the same may be modified from time to time, and may not be increased during any period of Declarant control except as provided in § 47-215 (a)(3)(B). The Declarant shall bear the cost of all such charges until such time as at least sixty (60%) per cent of the total lots in said subdivision shall have been conveyed by the Declarant and/or its Assignee, provided however, until the earlier of the time 60% of all said lots shall have been sold, or five (5) years from the date hereof, the Declarant shall have full voting control over said Association. Each lot in said subdivision shall be dedicated one vote in the affairs of any such Association.

Signed, sealed and delivered in the presence of  
  
  
Ronald S. Stevens

NIANTIC REAL ESTATE LIMITED  
LIABILITY COMPANY  
By:  L.S.  
Jeffrey A. Torrance, its Managing Member,  
duly authorized.

STATE OF CONNECTICUT

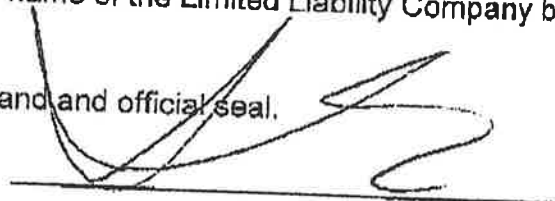
COUNTY OF NEW LONDON

SS:

May 1, 2003

On this the 1<sup>st</sup> day of May, 2003 before me, the undersigned officer, personally appeared JEFFREY A. TORRANCE who acknowledged himself to be the Managing Member of Niantic Real Estate Limited Liability Company, and that he, as such Managing Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as said Managing Member.

In witness whereof, I hereunto set my hand and official seal.



Commissioner of the Superior Court  
Notary Public  
My Commission Expires: \_\_\_\_\_

Recorded May 1 20 03  
2:42 AM  
PM Esther B. Williams  
East Lyme Town Clerk