

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by ENSIGN BICKFORD REALTY CORP., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of

A certain piece or parcel of land located on the northerly side of West Street in the Town of Simsbury, State of Connecticut, being shown on a map entitled "Plan of Sub-division Land Owned by Ensign Bickford Realty Corp. Maple Court & Old Mill Lane Simsbury, Connecticut Scale 1" = 40' May 1976" certified substantially correct in accordance with Class A-2 of the Code of the Connecticut Technical Council, Inc., Edward F. Reuber, Surveyor Hodge Surveying Associates, P.C., which map is on file in the Office of the Town Clerk of said Simsbury, and being more particularly bounded and described as follows:

A certain piece or parcel of land situated on the northerly side of West Street in the Town of Simsbury and State of Connecticut as shown on a certain map entitled "Plan of Subdivision Land Owned By Ensign Bickford Realty Corp. Maple Court and Old Mill Lane Simsbury Conn. Scale 1" = 40' May, 1976 Certified Substantially Correct in Accordance with Class A-2 of the Code of the Connecticut Technical Council, Inc. Edward F. Reuber, Surveyor Hodge Surveying Associates, P.C."

Commencing at a point in the northerly street line of said West Street which point marks the Southwesterly corner of Lot #7 as shown on said map; thence running North $75^{\circ}55'42''$ East a distance of 323.18 feet to a point; thence running North $14^{\circ}4'18''$ West a distance of 70.46 feet to a point; thence running North $25^{\circ}40'49''$ East a distance of 26.22 feet to a point; thence running North $2^{\circ}55'45''$ West a distance of 40.00 feet to a point; thence running South $87^{\circ}4'15''$ West a distance of 31.90 feet to a point; thence running North $2^{\circ}55'45''$ West a distance of 30.00 feet to a point; thence running North $22^{\circ}24'21''$ East a distance of 45.15 feet to a point; thence running North $69^{\circ}25'30''$ West a distance of 170.29 feet to a point; thence running South $78^{\circ}00'00''$ West a distance of 66.29 feet to a point; thence running North

12°00'00" West a distance of 16.50 feet to a point; thence running along the arc of a curve to the left having a radius of 35.00 feet a distance of 92.77 feet to a point; thence running South 78°00'00" West a distance of 59.13 feet to a point; thence running along the arc of a curve to the left having a radius of 87.00 feet a distance of 109.85 feet to a point; thence running North 84°20'41" West a distance of 20.00 feet to a point; thence running South 80°44'34" West a distance of 62.89 feet to a point; thence running South 25°2'18" East a distance of 116.59 feet to a point; thence running South 34°2'5" East a distance of 100.80 feet; thence running along the arc of a curve to the right having a radius of 18.77 feet a distance of 30.68 feet; thence running North 77° 31' 4" East a distance of 72.96 feet, more or less, to the point of beginning.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to MAPLE COURT HOME OWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Residential Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, including improvements thereon and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 4. "Common Area" shall mean the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Residential Unit includes Parcels A and B and all of the street identified as Maple Court in the above mentioned map.

Section 5. "Lot" shall mean and refer to any plot of land within the Properties to be owned in fee simple by an Owner or Owners upon which a Residential Unit is erected.

Section 6. "Residential Unit" shall mean and refer to any portion of a building situated upon the Properties which is designed and intended for use and occupancy as a residence by a single family together with the Lot upon which such building is located.

Section 7. "Garage" shall mean and refer to a garage building located on Common Area. Each Owner shall enjoy the right to use a separately described portion of a garage which shall be assigned to each Owner by the Association for normal garage purposes to the Exclusion of other Owners.

Section 8. "Declarant" shall mean and refer to ENSIGN PICKFORD REALTY CORP.

Section 9. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with and not be separated from the title to every Residential Unit, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject

to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the Members of his family, his tenants, or contract purchasers who reside in such Owner's Residential Unit.

Section 3. Encroachments. In the event any portion of any structure on the Common Area encroaches upon any Lot or any structure on any Lot encroaches upon the Common Area or another Lot as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 4. Easements and Restrictions to which Properties and Common Area are Subject. The Properties and Common Areas are subject to the easements and restrictions set forth in this Section 4:

a. The Declarant reserves to itself, its successors and assigns, the perpetual right, privilege and easement, to pass and repass, in common with others, over and across that private road designated as Maple Court on the hereinbefore referred to map, for all purposes for which a public highway may be used, together with the following:

- (1) The perpetual right, privilege and easement, to enter upon said private road to construct, install, maintain, repair and replace all usual underground utilities; and

(2) The perpetual right, privilege and easement, to enter upon said private road, for the purposes of interconnecting with any and all underground utilities as may be presently located within said private road.

b. The Declarant reserves to itself, its successors and assigns, the perpetual right, privilege and easement, to flow and discharge sewage in and through sanitary sewer lines, as may be presently located on the herein described premises, from other land located adjacent or near thereto, owned by the Declarant or serviced by said sanitary sewer lines, together with the perpetual right, privilege and easement, to enter upon the herein described premises, to maintain, repair and replace said sewer lines.

c. Lots 1-13 inclusive and Parcels A and B as shown on the hereinbefore referred to map, are subject to the rights in favor of all Owners to use sanitary sewer lines and water pipelines as may be presently located on said Lots No. 1-13 inclusive and Parcels A and B to maintain, repair or replace said sanitary sewer lines and water pipelines.

d. The herein described premises are subject to an easement executed by Ensign Bickford Realty Corp. in favor of The Village Water Company of Simsbury, dated , 1977 and recorded in the Simsbury Land Records.

e. Every party having any right of entry upon the herein described premises as more particularly set forth in Paragraphs 1, 2, 3 and 4 above accepts the same upon the further condition that upon the completion of any construction, installation, maintenance, repair, or replacement, the premises shall be restored to substantially their original state or condition.

f. The herein described premises are subject to such water pipelines and sanitary sewer lines as may be presently located on said premises.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Residential Unit which is subject to an assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit which is subject to assessment.

Section 2. The Association shall have two classes of voting membership

Class A. Class A Members shall be all Owners with the exception of the Declarant so long as it is a Class B member and shall be entitled to one vote for each Residential Unit owned. When more than one person holds an interest in any Residential Unit, all such persons shall be Members. The vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Residential Unit, nor shall fractional votes be permitted.

Class B. The Class B Member shall be the Declarant and it shall be entitled to three (3) votes for each Residential Unit owned until such time as Declarant's Class B membership ceases and is converted to Class A membership pursuant to the Certificate of Incorporation of the Association. In no event shall Declarant's Class B membership extend beyond January 1, 1979 at which time the Class B membership shall cease and be converted to Class A membership.

Section 3. The right of a Member to vote shall be subject to the right of the Association to suspend such right for any period during which an assessment against his

Residential Unit remains delinquent; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Residential Unit owned, hereby covenants, and each Owner of a Residential Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, and assessments pursuant to Section 12 of Article IV, together with interest, costs and reasonable attorney's fees, shall be a charge on the Residential Unit and appurtenant easement and shall be a continuing lien upon the Residential Unit and appurtenant easement. Each such assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Residential Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title or interest unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area and the buildings and other improvements erected upon the Properties, and for the establishment and maintenance of a reasonable and adequate reserve for capital replacements.

Section 3. Maximum Annual Assessment. Until January 1 of 1978 the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Residential Unit.

(a) From and after January 1, 1978, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the Members.

(b) From and after January 1, 1978, the maximum annual assessment may be increased above 6% by a vote of two thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Annual Assessment.

(a) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum annual assessment.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies

entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Units and may be collected on a monthly or quarterly basis, but shall not be collected less often than on a quarterly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Residential Units on the first of the month following first sale of a Residential Unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Residential Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 9 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability

