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**DECLARATION OF LIMITATIONS, RESTRICTIONS AND COVENANTS
(INCLUDING PUBLIC WATER SUPPLY PROTECTION COVENANTS AND
RESTRICTIONS)**

WHEREAS, AVERY BROOK HOMES, LLC, a Connecticut limited liability company with an office and principal place of business at 1641 Connecticut Route 12 in the Village of Gales Ferry, Town of Ledyard, County of New London and State of Connecticut (“Declarant”) is the owner of various pieces, parcels or lots of land situated in the Town of Ledyard, County of New London and State of Connecticut shown and designated as 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 Avery Court as depicted on a plan entitled “Plan Showing Affordable Housing Development Per C.G.S § 8-30g Resubdivision Property of Avery Brook Homes LLC 96, 98 & 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Parcel ID: 65-2360-96/98/100 Ledyard, Connecticut Scale: 1” = 40’ March 2024 Sheet 2 of 8 Dieter & Gardner Land Surveyors – Planners 1641 Connecticut Route 12 P.O. Box 335 Gales Ferry, CT. 06335 (860) 464-7455 email: dieter.gardner@yahoo.com” (hereinafter, the “Plan”) (with each of the lots depicted on the Plan being sometimes hereinafter individually and/or collectively referred to as a “Lot” or the “Lots”) to which map reference is hereby made for a more particular description and location of said premises;

AND WHEREAS, the Declarant intends to develop the real property depicted on the Plan, including the infrastructure improvements shown thereon and the development of each of the Lots as a single family residential affordable subdivision pursuant to the provisions of §8-30g of the Connecticut General Statutes, all subject to the covenants, conditions, reservations, restrictions and charges hereinafter set forth in order to insure (i) the most beneficial development of said area as a residential subdivision (ii) to prevent unsightly activity or any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof and (iii) to incorporate limitations and restrictions to enhance the preservation of water quality in a public water supply watershed;

NOW THEREFORE, the said Declarant does hereby declare that the Lots are and shall be held and conveyed by it upon and subject to the covenants, conditions, reservations, restrictions and charges hereinafter set forth, in addition to the covenants, conditions, reservations, restrictions and charges contained in the Affordability Plan for Avery Brook Homes Subdivision Properties of Avery Brook Homes, LLC by the Declarant which (1) are for the benefit of owners of said Lots or any interest therein (2) for the protection of ground water located within the limits of a public water supply watershed area (3) shall inure to and pass with each and every one of said Lots (4) shall bind the respective heirs, executors, administrators and successors in interest of the present owners thereof and (5) shall be construed as restrictive covenants running with the land.

1. The said Declarant and its successors and assigns, hereby reserves the right to complete all development work now in progress or contemplated within the affordable housing subdivision area without hindrance of any sort from any owner or owners of any of said

Lots, their legal representatives, heirs, successors or assigns, and it reserves the right to enter upon said Lots for the purpose of completing all development work on the real property delineated on the subdivision plan referenced above.

2. No structure of a temporary character including, but not limited to, a trailer, basement, tent, shack, garage, car port or barn or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently; ***provided, however***, that (i) the said Declarant, its successors and assigns, shall be allowed to maintain a trailer and sales office on any undeveloped Lot for the purposes of construction and marketing of the subdivision until all Lots are sold out.
3. No motor vehicles, except as hereinafter provided, other than currently-registered passenger vehicles in operable condition, shall be parked or stored on any of said Lots. Repairs of motor vehicles, including but not limited to the performance of oil changes, transmission fluid, antifreeze or other lubricants on any Lot are strictly prohibited.
4. Said Lots shall be used only for residential purposes and such related uses as allowed by the Town of Ledyard land use regulations, and no buildings or other structures shall be erected, altered, placed or allowed to remain on the aforesaid premises other than one single-family dwelling house, an attached or detached garage for not more than two (2) passenger motor vehicles and other outbuildings and improvements customarily incidental to residential living.
5. No portion of the front yard set back on each Lot, as defined in the Affordability Plan for the Avery Brook Homes Subdivision, shall be utilized for any purpose other than (i) an access driveway and sidewalk for said Lot (ii) the installation and maintenance of underground public utilities servicing said Lot or otherwise authorized pursuant to any utility easement granted to the Connecticut Light and Power Company and (iii) for the maintenance of a lawn; provided, however, that nothing herein contained shall be construed to prevent the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary fountains and similar ornamentations.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot subject to this Declaration, except for the maintenance of not more than two (2) dogs or cats. Each Lot owner shall be required to immediately remove and properly dispose of any fecal matter deposited by an authorized pet under the ownership, care, custody or control of each Lot owner.
7. Each Lot owner shall maintain the Lot, and the improvements constructed thereon, in good order and repair, free of debris; and shall maintain all landscaped areas in a manner and with such frequency as is consistent with good property management practices subject, however, to the public water supply watershed restrictions expressly contained in Paragraph 14 of this Declaration.
8. No underground or partially below ground fuel storage tank shall be erected or maintained on any Lot. This covenant shall not be construed to prohibit the installation and

maintenance of underground propane tanks not to exceed five hundred (500) gallons in capacity.

9. If all or any portion of any structure on any Lot is damaged or destroyed by fire or other casualty, the Lot owner shall be required to rebuild, repair or reconstruct such structure in a manner substantially in accordance with its pre-casualty condition within twelve (12) months subsequent to the date of the casualty.
10. During the period of construction of any improvements on any Lot subject to this Declaration, the Lot owner shall be responsible for maintaining the construction site in a neat and clean condition, free of debris or rubbish and shall ensure that no windblown debris leaves the Lot under construction. In the event that the terms and provisions of this covenant are violated, the Declarant shall have the right, but not the obligation, to make arrangements for the removal of such debris, in which event, the Lot owner shall bear the reasonable cost thereof.
11. Animal enclosures for domestic pets which are authorized pursuant to the terms and provisions of this Declaration shall only be allowed in the rear yard on any Lot. All such enclosures shall be screened from Avery Court and any adjoining Lot within the Avery Brook Homes subdivision.
12. Each Lot owner shall be responsible for, and shall indemnify and hold harmless Declarant against and from, all costs and expenses necessary to repair damage caused by such Lot owner or any of its employees, agents, contractors or subcontractors to the infrastructure within the Avery Brook Homes subdivision, including roadways, landscaping, the road curbing, drainage structures and improvements, street signs and markings and underground utilities (collectively, the "Subdivision Infrastructure").
13. Each Lot owner agrees to hold the Declarant harmless from and indemnify the Declarant for any loss, claim, damage, fine or penalty imposed by any governmental entity or any third party for violation of any local, state or federal regulation or ordinance, including, but not limited to, failure to comply with the public supply watershed protection restrictions contained in Paragraph 14 of this Declaration.
14. **Public Water Supply Watershed Protection Restrictions.** In addition to the covenants, limitations and restrictions hereinbefore contained, the following additional covenants, conditions and limitations are incorporated herein as covenants running with the land for the protection of groundwater within a public water supply watershed:
 - (a) Each Lot owner shall be required to have the septic tank constituting a component of the subsurface sewage disposal system on such owner's Lot pumped by a licensed septic disposal company at a frequency of not less than three (3) years. Verification of compliance with this requirement shall be submitted by the Lot owner to the Land Use Office of the Town of Ledyard within the frequency required by this covenant. Failure to comply with the requirements hereof shall be considered a violation of the express terms and conditions upon which the Avery

Brook Homes subdivision has been approved and shall be enforceable as a zoning violation by the Zoning Official of the Town of Ledyard subject to the penalties and remedial measures provided for the enforcement of zoning violations in Section 8-12 of the Connecticut General Statutes.

- (b) The following lawn care applications are the only applications authorized on maintained lawn or landscaped areas on Lots within the Avery Brook Homes resubdivision:
 - (i) The application of one-quarter (0.25") inch of compost top dressing not more frequently than two (2) times per year.
 - (ii) An application of an organic fertilizer derived from plant, animal and mineral sources. A listing of approved organic fertilizers may be obtained from the website maintained by the Organic Materials Review Institute.
 - (iii) A singular annual application of a slow-release fertilizer applied in a water-insoluble form with said application to occur only during the months of September or October which water-insoluble fertilizer shall not contain any phosphorus component.

- (c) The following lawn care or landscaped area applications are prohibited on all lots within the Avery Brook Homes Resubdivision:
 - (i) The application of any herbicide or pesticide.
 - (ii) The use of any de-icing applications, including sodium chloride, during periods of winter inclement weather.

Notwithstanding the foregoing restrictions, the Declarant is hereby expressly authorized to utilize the following procedures to establish lawn areas on the Lots to comply both with the aesthetic requirements of this Declaration as well as to insure full and complete stabilization to prevent erosion and sedimentation:

Disturbed areas shall be stabilized by spreading stockpiled surface soil at a thickness of not less than six (6") inches. These areas shall be prepared for seeding by spreading ground limestone equivalent to fifty (50%) percent calcium plus magnesium oxide applied at a rate of 50 pounds per 1,000 square feet. Fertilizer (10-10-10) shall be applied at a rate of 7.5 pounds per 1,000 square feet. Following the initial application of lime and fertilizer, there are to be no periodic applications of lime and fertilizer other than those authorized above. Prepared areas will be seeded with a seeding mix of Kentucky Blue Grass applied at a rate of 100 pounds per acre, Creeping Red Fescue applied at a rate of 100 pounds per acre and Perennial Ryegrass applied at a rate of 5 pounds per acre, for a total application of 205 pounds per acre. After the seeding, the area seeded shall be stabilized with hay mulch immediately applied at a rate of 70 pounds per 1,000 square feet and anchored by tracking. Seeding shall only occur between April 1 and June 15 and August 15 and October 1.

15. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, its successors and assigns, by the owner or owners of any of the Lots, by the Town of Ledyard which is expressly designated as a third party beneficiary of the limitations, covenants and restrictions contained herein, and each of their legal representatives, heirs, successors and assigns, and the failure by any of them to enforce any of said covenants, conditions, reservations, restrictions and charges herein contained shall in no event be deemed a waiver of the right to do so thereafter; and damages for any breach of said covenants, conditions, reservations, restrictions and charges 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 said Declarant, any owner or owners of said Lots, the Town of Ledyard and each of their legal representatives, heirs, successors and assigns and in any proceedings to enforce the same, either by law or in equity, and if recovery be had, the plaintiff shall be entitled to recover all costs and expenses incurred including reasonable attorney's fees to be fixed by the court.
16. Any disagreement between any owner of real property delineated on the Plan with respect to the interpretation or application of these covenants and their obligations hereunder shall be determined by arbitration. Such arbitration shall be conducted upon the request of any land owner of real property delineated on the subdivision plan referred to in the first recital paragraph of this Declaration; but no such action shall be maintained against Declarant, its successors or assigns, as long as it is the owner of any undeveloped Lot. Any such arbitration proceeding shall be conducted in accordance with the rules of the American Arbitration Association or as may be mutually agreed. The decision of the arbitrator in any such proceeding shall be final, and judgment upon the arbitration award may be entered in any court of competent jurisdiction. The expense of arbitration proceedings conducted hereunder shall be borne equally by the parties.
17. The owners of fifteen (15) Lots delineated in the first recital paragraph of this Declaration shall have the right to amend, change or terminate this Declaration by written instrument executed with the formalities required of a deed of conveyance and having the same duly recorded in the Land Records of said Town of Ledyard; provided, however, that no covenant contained herein for the protection of the public water supply watershed shall be modified without the written consent thereto of both the Town of Ledyard and the City of Groton Utilities, each contained in an instrument executed with the formalities required of a deed of conveyance. Each Lot, whether owned by one or more persons, shall only be entitled to one vote. Notwithstanding the foregoing, any such modification shall further require the consent of Declarant, its successors or assigns, as long as it is the owner of any of the undeveloped Lots enumerated in the first recital paragraph of this Declaration.

IN WITNESS WHEREOF, Avery Brook Homes, LLC, acting herein by Peter C. Gardner, its Manager, has hereunto set its hand and seal the ___ day of _____, 2024.

Signed, Sealed and Delivered
in the Presence of:

AVERY BROOK HOMES, LLC

By: _____ (L.S.)
Peter C. Gardner, its Manager

STATE OF CONNECTICUT)
) ss: Montville
COUNTY OF NEW LONDON)

On this the ___ day of _____, 2024 before me, the undersigned officer, personally appeared Peter C. Gardner, who acknowledged himself to be the Manager of Avery Brook Homes, LLC, a limited liability company, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the execution of the foregoing instrument to be his free act and deed, as Manager aforesaid and the free act and deed of Avery Brook Homes, LLC.

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

Commissioner of the Superior Court/ Notary
Public
My Commission Expires: _____