Return To:
Heller, Heller & McCoy
736 Norwich-New London Turnpike
Uncasville, CT 06382

DECLARATION OF JOINT DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT AFFORDABLE HOUSING SUBDIVISION OF AVERY BROOK HOMES, LLC AT 96, 98 AND 100 STODDARDS WHARF ROAD, LEDYARD, CONNECTICUT

6, 8, 10 AND 12 AVERY COURT

THIS DECLARATION, made this ___ day of _____, 2024, by **AVERY BROOK HOMES, LLC**, a Connecticut limited liability company, with an office and 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 (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of four (4) certain tracts or parcels of land, which tracts or parcels of land are more particularly designated as 6, 8, 10 and 12 Avery Court (hereinafter the "Lots") on a certain map or plan entitled "Plan Showing Resubdivision Property of Avery Brook Homes LLC 96, 98 & 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 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");

AND WHEREAS, the Lots are located on the easterly side of Avery Court as delineated on the Plan;

AND WHEREAS, the resubdivision of the property of the Declarant contemplates that 10 Avery Court and 12 Avery Court will obtain access and utilities by virtue of an easement or easements over and across portions of the Lots as delineated on the Plan;

AND WHEREAS, the Declarant desires to establish a common driveway for access to 10 Avery Court and 12 Avery Court and for the provision for the extension of utilities from Avery Court by virtue of an easement or easements over and across portions of the Lots;

AND WHEREAS, the Declarant desires to allocate the responsibility by and between the owners of 10 Avery Court and 12 Avery Court for the maintenance, repair and replacement of the common driveway;

NOW, THEREFORE, in consideration of the recitals hereinbefore set forth, and the mutual covenants contained herein, the said Declarant does hereby declare as follows:

1. A non-exclusive right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of 10 Avery Court, as delineated on the Plan, their heirs and assigns, over and across portions of 6 Avery Court, 8 Avery Court and 12 Avery Court as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the easterly line of Avery Court on the division line between 6 Avery Court and 8 Avery Court as delineated on the Plan; thence running North 04°45'59" East for a distance of 10.00 feet bounded westerly by Avery Court to a point; thence running South 85°14'01" East for a distance of 160.22 feet to a point on the division line between 8 Avery Court and 12 Avery Court as shown on the Plan; thence continuing South 85°14'01" East for a distance of 55.00 feet to a point; thence running South 06°58'15" West for a distance of 10.01 feet to a point on the division line between 10 Avery Court and 12 Avery Court as delineated on the Plan; thence running North 85°14'01" West for a distance of 55.00 feet along the division line between 10 Avery Court and 12 Avery Court as delineated on the Plan to a rebar or drill hole to be set; thence running South 06°58'15" West for a distance of 10.00 feet along the division line between 6 Avery Court and 10 Avery Court as delineated on the Plan to a point; thence running North 85°14'01" West for a distance of 159.45 feet to a point in the easterly line of Avery Court; thence running North 04°45'59" East for a distance of 10.00 feet bounded westerly by Avery Court to the rebar or drill hole to be set at the point and place of beginning of said easement area.

TO HAVE AND TO HOLD the same to the owner of 10 Avery Court as delineated on the Plan, their heirs and assigns forever.

2. A non-exclusive right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of 12 Avery Court, as delineated on the Plan, their heirs and assigns, over and across portions of 6 Avery Court, 8 Avery Court and 10 Avery Court as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the easterly line of Avery Court on the division line between 6 Avery Court and 8 Avery Court as delineated on the Plan; thence running North 04°45'59" East for a distance of 10.00 feet bounded westerly by Avery Court to a point; thence running South 85°14'01" East for a distance of 160.22 feet to a point on the division line between 8 Avery Court and 12 Avery Court as shown on the Plan; thence running South 06°58'15" West for a distance of 10.00 feet along the division line between 8 Avery Court and 12 Avery Court as delineated on the Plan to a rebar or drill hole to be set; thence running South 85°14'01" East for a distance of 55.00 feet along the division line between 10 Avery Court and 12 Avery Court as delineated on the Plan to a point; thence running South 06°58'15" West for a distance of 10.00 feet to a point; thence running North 85°14'01" West for a distance of 55.00 feet to a point on the division line between 6 Avery Court and 10 Avery Court as delineated on the Plan; thence continuing North 85°14'01" West for a distance of 159.45 feet to a point in the easterly line of Avery Court; thence running North 04°45'59" East for a distance of 10.00 feet bounded westerly by Avery Court to the rebar or drill hole to be set at the point and place of beginning of said easement area.

TO HAVE AND TO HOLD the same to the owner of 12 Avery Court as delineated on the Plan, their heirs and assigns forever.

3. The Declarant shall be responsible for the cost of construction of the common driveway from the easterly line of Avery Court to the terminus of the common driveway as delineated on the Plan. The common driveway shall be constructed to a minimum bearing width of 15 feet in accordance with the "Typical Common Driveway Cross-Section" Detail as delineated on a plan entitled "Plan Showing Erosion and Sediment Control Narrative and Details and Construction Details Resubdivision Property of Avery Brook Homes LLC 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Ledyard, Connecticut March 2024 Sheet 7 of 8 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Connecticut Route 12 Gales Ferry, CT. 06335 (860) 464-7455 email: dieter.gardner@yahoo.com".

4. The deed of conveyance of each of the Lots shall be made together with and subject to the rights of way herein set forth by reference to this Declaration, and such reference shall be deemed to incorporate the rights and obligations set forth herein into each such deed of conveyance.

5. All grants of rights of way in favor of 10 Avery Court and 12 Avery Court shall be deemed to include the non-exclusive right and privilege to pass and re-pass, by foot or by vehicle, and for any lawful purpose, over, upon and across the right of way areas herein described; and the right to install and connect to utility lines, pipes and conduits located under or within the joint driveway; and the right to install a private driveway serving a Lot connecting to the common driveway.

6. Each owner of the Lots shall cooperate fully in granting any easements required by public utility companies to effect the installation of telephone, electric and cable television service lines to provide utility service to 10 Avery Court and 12 Avery Court. The obligations contained in this paragraph shall include, but shall not be limited to, the obligation to execute an "Electric Distribution Easement" in standard Eversource form in favor of The Connecticut Light and Power Company d/b/a Eversource Energy in order to effect the installation of such utilities.

7. Each of the owner of 10 Avery Court and 12 Avery Court shall be responsible for the maintenance and upkeep of the common driveway, including the utilities installed within the same, in accordance with his "Pro Rata Share" as hereinafter set forth. Upkeep and maintenance shall include, but is not limited to, snow removal, removal of all trees or other obstructions and pothole repair. Decisions as to the necessity of maintenance and upkeep, and the cost to be incurred with respect thereto, shall be made by a majority vote of the Pro Rata Shares attributable to 10 Avery Court and 12 Avery Court, except in the event of deadlock as hereinafter provided.

8. Any damage to the common driveway caused by construction on any of the Lots, including damage caused by construction of a private driveway serving a Lot from the common

driveway, or by reason of the installation of, or connection to utility lines, shall be repaired by and the sole expense of the owner of the Lot causing such damage.

9. "Pro Rata Share", as defined herein, shall mean:

(a) With respect to 10 Avery Court – 50%.

(b) With respect to 12 Avery Court – 50%.

10. In the event that there is a deadlock between the owners of the Lots as to the necessity for maintenance and repair and/or the cost to be incurred in conjunction therewith, such deadlock shall be settled by arbitration in the City of New London, Connecticut, in accordance with the rules then prevailing of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have the power to allocate the cost of the arbitration against the non-prevailing party.

11. In the event that any action is taken to enforce the provisions of this Declaration, the party prevailing in such action shall be entitled to an award of costs and reasonable attorney's fees.

12. This Declaration is intended to create real covenants which are intended to run with the title to the Lots. This Declaration may be modified or changed by an agreement in writing among the owners of the Lots, duly executed and recorded in the Ledyard Land Records.

IN WITNESS WHEREOF, Avery Brook Homes, LLC, acting herein by Peter C. Gardner, its Manager, has hereunto set its hand and seal the day and year first above written.

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: _____

Return To:
Heller, Heller & McCoy
736 Norwich-New London Turnpike
Uncasville, CT 06382

DECLARATION OF JOINT DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT AFFORDABLE HOUSING SUBDIVISION OF AVERY BROOK HOMES, LLC AT 96, 98 AND 100 STODDARDS WHARF ROAD, LEDYARD, CONNECTICUT 7, 9, 11 AND 13 AVERY COURT

THIS DECLARATION, made this ___ day of _____, 2024, by **AVERY BROOK HOMES, LLC**, a Connecticut limited liability company, with an office and 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 (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of four (4) certain tracts or parcels of land, which tracts or parcels of land are more particularly designated as 7, 9, 11 and 13 Avery Court (hereinafter the "Lots") on a certain map or plan entitled "Plan Showing Resubdivision Property of Avery Brook Homes LLC 96, 98 & 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Ledyard, Connecticut Scale: 1" = 40' March 2024 Sheets 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");

AND WHEREAS, the Lots are located on the westerly side of Avery Court as delineated on the Plan;

AND WHEREAS, the resubdivision of the property of the Declarant contemplates that 7, 9, 11 and 13 Avery Court as delineated on the Plan will obtain access and utilities by virtue of an easement or easements over and across portions of 7, 9, 11 and 13 Avery Court as delineated on the Plan;

AND WHEREAS, the Declarant desires to establish a common driveway for access to the Lots and for the provision for the extension of utilities from Avery Court by virtue of an easement or easements over and across portions of 7, 9, 11 and 13 Avery Court;

AND WHEREAS, the Declarant desires to allocate the responsibility by and between the owners of the Lots for the maintenance, repair and replacement of the common driveway;

NOW, THEREFORE, in consideration of the recitals hereinbefore set forth, and the mutual covenants contained herein, the said Declarant does hereby declare as follows:

1. A non-exclusive right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of 7 Avery Court, as delineated on the Plan, their heirs and assigns,

over and across a portion of 11 Avery Court as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the westerly line of Avery Court on the division line between 7 Avery Court and 11 Avery Court as shown on the Plan; thence running North 85°14'01" West for a distance of 130.00 feet along the division line between 7 Avery Court and 11 Avery Court as shown on the Plan to a rebar or drill hole to be set; thence running North 32°23'50" East for a distance of 10 feet, more or less, along the division line between 11 Avery Court and 13 Avery Court as shown on the Plan to a point; thence running South 85°14'01" East for a distance of 124.76 feet to a point in the westerly line of Avery Court; thence running South 04°45'59" West for a distance of 10.00 feet bounded easterly by Avery Court to the rebar or drill hole to be set at the point and place of beginning of said easement area.

TO HAVE AND TO HOLD the same to the owner of Lot 7 as delineated on the Plan, their heirs and assigns forever.

2. A non-exclusive right of way for all purposes over and across a portion of 7 Avery Court as delineated on the Plan is hereby granted, bargained, sold and conveyed to the owner of 11 Avery Court, as delineated on the Plan, their heirs and assigns, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the westerly line of Avery Court on the division line between 7 Avery Court and 11 Avery Court as shown on the Plan; thence running South 04°45'59" West for a distance of 10.00 feet bounded easterly by Avery Court to a point; thence running North 85°14'01" West for a distance of 130.00 feet to a point; thence running North 04°45'59" East for a distance of 10.00 feet to a rebar or drill hole to be set on the division line between 7 Avery Court and 9 Avery Court as shown on the Plan; thence running South 85°14'01" East for a distance of 130.00 feet along the division line between 7 Avery Court and 11 Avery Court as shown on the Plan to the rebar or drill hole to be set at the point and place of beginning of said easement area.

TO HAVE AND TO HOLD the same to the Owner of Lot 11 as delineated on the Plan, their heirs and assigns forever.

3. A non-exclusive right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of 9 Avery Court, as delineated on the Plan, their heirs and assigns, over and across portions of 7 Avery Court, 11 Avery Court and 13 Avery Court as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the westerly line of Avery Court on the division line between 7 Avery Court and 11 Avery Court as shown on the Plan; thence running South 04°45'59" West for a distance of 10.00 feet bounded easterly by Avery Court to a point; thence running North 85°14'01" West for a distance of 130.00 feet to a point on the division line between 7 Avery Court and 9 Avery Court as shown on the Plan; thence

running North 04°45’59” East for a distance of 10.00 feet along the division line between 7 Avery Court and 9 Avery Court as shown on the Plan to a rebar or drill hole to be set; thence running North 69°53’49” West for a distance of 23.66 feet along the division line between 9 Avery Court and 13 Avery Court as shown on the Plan to a point; thence running North 20°06’11” East for a distance of 10.00 feet to a point; thence running South 69°53’49” East for a distance of 22.31 feet to a point; thence running South 85°14’01” East for a distance of 128.65 feet to a point in the westerly line of Avery Court; thence running South 04°45’59” West for a distance of 10.00 feet bounded easterly by Avery Court to the rebar or drill hole to be set at the point and place of beginning of said easement area.

TO HAVE AND TO HOLD the same to the owner of 9 Avery Court as delineated on the Plan, their heirs and assigns forever.

4. A non-exclusive right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of 13 Avery Court, as delineated on the Plan, their heirs and assigns, over and across portions of 7 Avery Court, 9 Avery Court and 11 Avery Court as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the westerly line of Avery Court on the division line between 7 Avery Court and 11 Avery Court as shown on the Plan; thence running South 04°45’59” West for a distance of 10.00 feet bounded easterly by Avery Court to a point; thence running North 85°14’01” West for a distance of 131.35 feet to a point; thence running North 69°53’49” West for a distance of 25.00 feet to a point; thence running North 20°06’11” East for a distance of 10.00 feet to a point on the division line between 9 Avery Court and 13 Avery Court as shown on the Plan; thence running South 69°53’49” East for a distance of 23.66 feet along the division line between 9 Avery Court and 13 Avery Court as shown on the plan to a rebar or drill hole to be set; thence running North 32°23’50” East for a distance of 10 feet, more or less, along the division line between 11 Avery Court and 13 Avery Court as shown on the Plan to a point; thence running South 85°14’01” East for a distance of 124.76 feet to a point in the westerly line of Avery Court; thence running South 04°45’59” West for a distance of 10.00 feet bounded easterly by Avery Court to the rebar or drill hole to be set at the point and place of beginning of said easement area.

TO HAVE AND TO HOLD the same to the owner of 13 Avery Court as delineated on the Plan, their heirs and assigns forever.

5. The Declarant shall be responsible for the cost of construction of the common driveway from the westerly line of Avery Court to the terminus of the common driveway as delineated on the Plan. The common driveway shall be constructed to a minimum bearing width of 15 feet in accordance with the “Typical Common Driveway Cross-Section” Detail as delineated on a plan entitled “Plan Showing Erosion and Sediment Control Narrative and Details and Construction Details Resubdivision Property of Avery Brook Homes LLC 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Ledyard, Connecticut March 2024 Sheet 7 of 8 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Connecticut Route 12 Gales Ferry, CT. 06335 (860) 464-7455 email: dieter.gardner@yahoo.com”.

6. The deed of conveyance of each of the Lots shall be made together with and subject to the rights of way herein set forth by reference to this Declaration, and such reference shall be deemed to incorporate the rights and obligations set forth herein into each such deed of conveyance.

7. All grants of rights of way in favor of the Lots shall be deemed to include the non-exclusive right and privilege to pass and re-pass, by foot or by vehicle, and for any lawful purpose, over, upon and across the right of way areas herein described; and the right to install and connect to utility lines, pipes and conduits located under or within the joint driveway; and the right to install a private driveway serving a Lot connecting to the common driveway.

8. Each owner of the Lots shall cooperate fully in granting any easements required by public utility companies to effect the installation of telephone, electric and cable television service lines to provide utility service to the Lots. The obligations contained in this paragraph shall include, but shall not be limited to, the obligation to execute an "Electric Distribution Easement" in standard Eversource form in favor of The Connecticut Light and Power Company d/b/a Eversource Energy in order to effect the installation of such utilities.

9. Each of the owner of the Lots shall be responsible for the maintenance and upkeep of the common driveway, including the utilities installed within the same, in accordance with his "Pro Rata Share" as hereinafter set forth. Upkeep and maintenance shall include, but is not limited to, snow removal, removal of all trees or other obstructions and pothole repair. Decisions as to the necessity of maintenance and upkeep, and the cost to be incurred with respect thereto, shall be made by a majority vote of the Pro Rata Shares attributable to the Lots.

10. Any damage to the common driveway caused by construction on any of the Lots, including damage caused by construction of a private driveway serving a Lot from the common driveway, or by reason of the installation of, or connection to utility lines, shall be repaired by and the sole expense of the owner of the Lot causing such damage.

11. "Pro Rata Share", as defined herein, shall mean:

    (a) With respect to 7 Avery Court – 23%.

    (b) With respect to 9 Avery Court – 27%.

    (c) With respect to 11 Avery Court – 23%.

    (d) With respect to 13 Avery Court – 27%.

12. In the event that any action is taken to enforce the provisions of this Declaration, the party prevailing in such action shall be entitled to an award of costs and reasonable attorney's fees.

13. This Declaration is intended to create real covenants which are intended to run with the title to the Lots. This Declaration may be modified or changed by an agreement in writing among the owners of the Lots, duly executed and recorded in the Ledyard Land Records.

IN WITNESS WHEREOF, Avery Brook Homes, LLC, acting herein by Peter C. Gardner, its Manager, has hereunto set its hand and seal the day and year first above written.

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: _____

Return To:
Heller, Heller & McCoy
736 Norwich-New London Turnpike
Uncasville, CT 06382

DECLARATION OF JOINT DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT AFFORDABLE HOUSING SUBDIVISION OF AVERY BROOK HOMES, LLC AT 96, 98 and 100 STODDARDS WHARF ROAD, LEDYARD, CONNECTICUT

8, 12, 14 AND 16 AVERY COURT

THIS DECLARATION, made this ___ day of _____, 2024, by **AVERY BROOK HOMES, LLC**, a Connecticut limited liability company, with an office and place of business at 1641 Connecticut Route 12 in the Village of Gales Ferry in the Town of Ledyard, County of New London and State of Connecticut (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of four (4) certain tracts or parcels of land, which tracts or parcels of land are more particularly designated as 8 Avery Court, 12 Avery Court, 14 Avery Court and 16 Avery Court (hereinafter the "Lots") on a certain map or plan entitled "Plan Showing Resubdivision Property of Avery Brook Homes LLC 96, 98 & 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 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");

AND WHEREAS, the Lots are located on the easterly side of Avery Court as delineated on the Plan;

AND WHEREAS, the resubdivision of the property of the Declarant contemplates that 8 Avery Court, 14 Avery Court and 16 Avery Court will obtain access and utilities by virtue of an easement or easements over and across portions of the Lots as delineated on the Plan;

AND WHEREAS, the Declarant desires to establish a common driveway for access to the Lots and for the provision for the extension of utilities from Avery Court by virtue of an easement or easements over and across portions of the Lots;

AND WHEREAS, the Declarant desires to allocate the responsibility by and between the owners of the Lots for the maintenance, repair and replacement of the common driveway;

NOW, THEREFORE, in consideration of the recitals hereinbefore set forth, and the mutual covenants contained herein, the said Declarant does hereby declare as follows:

1. A non-exclusive right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of 8 Avery Court, as delineated on the Plan, their heirs and assigns,

over and across a portion of 14 Avery Court as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the easterly line of the cul-de-sac at the northerly end of Avery Court on the division line between 8 Avery Court and 14 Avery Court as delineated on the Plan; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of 09°35'39" for a distance of 10.05 feet bounded westerly by the cul-de-sac at the northerly end of Avery Court to a point; thence running North 84°30'02" East for a distance of 95.59 feet to a point on the division line between 14 Avery Court and 16 Avery Court as delineated on the Plan; thence running South 03°35'24" East for a distance of 10 feet, more or less, along the division line between 14 Avery Court and 16 Avery Court as delineated on the Plan to a rebar or drill hole to be set; thence running South 84°30'02" West for a distance of 94.42 feet along the division line between 8 Avery Court and 14 Avery Court as delineated on the Plan to the rebar or drill hole to be set at the point and place of beginning of said easement area.

TO HAVE AND TO HOLD the same to the owner of 8 Avery Court as delineated on the Plan, their heirs and assigns forever.

2. A non-exclusive right of way for all purposes over and across a portion of 8 Avery Court as delineated on the Plan is hereby granted, bargained, sold and conveyed to the owner of 14 Avery Court, as delineated on the Plan, their heirs and assigns, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the easterly line of the cul-de-sac at the northerly end of Avery Court on the division line between 8 Avery Court and 14 Avery Court as delineated on the Plan; thence running along the arc of a curve to the right with a radius of 60.00 feet, a central angle of 09°35'39" for a distance of 10.05 feet bounded westerly by the cul-de-sac at the northerly end of Avery Court to a point; thence running North 84°30'02" East for a distance of 95.87 feet to a rebar or drill hole to be set on the division line between 8 Avery Court and 12 Avery Court as delineated on the Plan; thence running North 06°58'15" East for a distance of 10 feet, more or less, along the division line of 8 Avery Court and 12 Avery Court to a rebar or drill hole to be set; thence running South 84°30'02" West for a distance of 2.82 feet along the division line between 12 Avery Court and 16 Avery Court as delineated on the Plan to a rebar or drill hole to be set; thence continuing South 84°30'02" West for a distance of 94.42 feet along the division line between 8 Avery Court and 14 Avery Court as delineated on the Plan to the rebar or drill hole to be set at the point and place of beginning of said easement area.

TO HAVE AND TO HOLD the same to the Owner of 14 Avery Court, as delineated on the Plan, their heirs and assigns forever.

3. A non-exclusive right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of 16 Avery Court, as delineated on the Plan, their heirs and assigns, over and across portions of 8 Avery Court, 12 Avery Court and 14 Avery Court as

delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the easterly line of the cul-de-sac at the northerly end of Avery Court on the division line between 8 Avery Court and 14 Avery Court as delineated on the Plan; thence running along the arc of a curve to the right with a radius of 60.00 feet, a central angle of 09°35'39" for a distance of 10.05 feet bounded westerly by the cul-de-sac at the northerly end of Avery Court to a point; thence running North 84°30'02" East for a distance of 120.26 feet to a point; thence running North 05°29'58" West for a distance of 10.00 feet to a point on the division line between 12 Avery Court and 16 Avery Court as delineated on the Plan; thence running South 84°30'02" West for a distance of 22.18 feet along the division line between 12 Avery Court and 16 Avery Court as delineated on the Plan to a rebar or drill hole to be set; thence running South 84°30'02" West for a distance of 2.82 feet along the division line between 8 Avery Court and 16 Avery Court to a rebar or drill hole to be set; thence running North 03°35'24" West for a distance of 10 feet, more or less, along the division line between 14 Avery Court and 16 Avery Court to a point; thence running South 84°30'02" West for a distance of 95.59 feet to a point in the easterly line of the cul-de-sac at the northerly end of Avery Court; thence running along the arc of a curve to the right with a radius of 60.00 feet, a central angle of 09°35'39" for a distance of 10.05 feet bounded westerly by the cul-de-sac at the northerly end of Avery Court to the rebar or drill hole to be set at the point and place of beginning of said easement area.

4. The Declarant shall be responsible for the cost of construction of the common driveway from the easterly line of Avery Court to the terminus of the common driveway as delineated on the Plan. The common driveway shall be constructed to a minimum bearing width of 15 feet in accordance with the "Typical Common Driveway Cross-Section" Detail as delineated on a plan entitled "Plan Showing Erosion and Sediment Control Narrative and Details and Construction Details Resubdivision Property of Avery Brook Homes LLC 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Ledyard, Connecticut March 2024 Sheet 7 of 8 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Connecticut Route 12 Gales Ferry, CT. 06335 (860) 464-7455 email: dieter.gardner@yahoo.com".

5. The deed of conveyance of each of the Lots shall be made together with and subject to the rights of way herein set forth by reference to this Declaration, and such reference shall be deemed to incorporate the rights and obligations set forth herein into each such deed of conveyance.

6. All grants of rights of way in favor of the Lots shall be deemed to include the non-exclusive right and privilege to pass and re-pass, by foot or by vehicle, and for any lawful purpose, over, upon and across the right of way areas herein described; and the right to install and connect to utility lines, pipes and conduits located under or within the joint driveway; and the right to install a private driveway serving a Lot connecting to the common driveway.

7. Each owner of the Lots shall cooperate fully in granting any easements required by public utility companies to effect the installation of telephone, electric and cable television service lines to provide utility service to the Lots. The obligations contained in this paragraph shall include, but shall not be limited to, the obligation to execute an "Electric Distribution Easement" in standard Eversource form in favor of The Connecticut Light and Power Company d/b/a Eversource Energy in order to effect the installation of such utilities.

8. Each of the owner of the Lots shall be responsible for the maintenance and upkeep of the common driveway, including the utilities installed within the same, in accordance with his "Pro Rata Share" as hereinafter set forth. Upkeep and maintenance shall include, but is not limited to, snow removal, removal of all trees or other obstructions and pothole repair. Decisions as to the necessity of maintenance and upkeep, and the cost to be incurred with respect thereto, shall be made by a majority vote of the Pro Rata Shares attributable to the Lots.

9. Any damage to the common driveway caused by construction on any of the Lots, including damage caused by construction of a private driveway serving a Lot from the common driveway, or by reason of the installation of, or connection to utility lines, shall be repaired by and the sole expense of the owner of the Lot causing such damage.

10. "Pro Rata Share", as defined herein, shall mean:

    (a) With respect to 8 Avery Court – 30%.

    (b) With respect to 14 Avery Court –30%.

    (c) With respect to 16 Avery Court – 40%.

11. In the event that any action is taken to enforce the provisions of this Declaration, the party prevailing in such action shall be entitled to an award of costs and reasonable attorney's fees.

12. This Declaration is intended to create real covenants which are intended to run with the title to the Lots. This Declaration may be modified or changed by an agreement in writing among the owners of the Lots, duly executed and recorded in the Ledyard Land Records.

IN WITNESS WHEREOF, Avery Brook Homes, LLC, acting herein by Peter C. Gardner, its Manager, has hereunto set its hand and seal the day and year first above written.

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: _____