

DECLARATION OF COVENANTS

2602

DECLARATION made this 10th day of May, 2001, by Seymour Park, Incorporated, a Connecticut corporation with its office in the Town of Monroe, County of Fairfield and State of Connecticut, (hereinafter referred to as Declarant), for the purposes hereinafter set forth;

WITNESSETH:

WHEREAS, the Declarant is the owner of those certain parcels of land, together with the buildings and improvements thereon, situated in the Town of Seymour, in the County of New Haven and State of Connecticut, more particularly described in Schedule A Attached hereto and made a part hereof.

NOW THEREFORE, the Declarant hereby places upon the land records of the Town of Seymour the following restrictions, covenants, agreements, reservations and information which shall govern the use of any of said parcels whenever imposed by reference to this Declaration, in a deed of conveyance, from the Declarant, or from any person, partnership, or corporation designated by the Declarant, by instrument recorded in said land records, and which shall run with the land so conveyed, and shall inure to the benefit of owners of the lots affected by the terms hereof, except as hereinafter provided, to the person or corporation authorized to impose the terms hereof, to wit:

1. USE OF PREMISES: Each of the building lots described in said Schedule A attached hereto shall be used and occupied for one single-family residence built on any of the said parcels and shall contain a minimum of 2,500 square feet of finished living area. Finished basement square

footage shall be not be utilized in calculating such square footage. Garage square footage shall not be utilized in calculating such square footage.

2. RESUBDIVISION: No parcel shall be resubdivided except for the purpose of relocating boundary lines between contiguous lots or for conveying a portion of a parcel to an abutting property owner, provided, however, that neither such relocation of boundary lines nor conveyance to an abutting property owner shall reduce the area of any parcel below that required for a lot as set forth by the Seymour Planning and Zoning rules and regulations.

3. APPROVAL OF PLANS: For a period of ten (10) years from the date of a deed of conveyance from the Declarant or his designee of any parcel, no new structure or material exterior alteration with respect to any structure then existing shall be undertaken on said parcel unless the architectural plans for any such work shall first have been submitted to, and approved in writing by the Declarant. Such approval shall not be unreasonably withheld. In the event that approval is withheld, the reasonableness of such withholding of approval and the suitability of the plans submitted shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law and the award or decision rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

4. SIGNS: No signs whatsoever shall be displayed upon said parcels except a sign not larger than one (1) square foot displaying the owner's name.

5. ANIMALS: No animals, poultry, or water fowl, except usual pets quartered with the family dwelling at night, shall be kept on any parcel.

6.

OUTSIDE STORAGE:

No parcel or part thereof shall be used for the out-of-door storage or any other use of any of the following:

- (a) House trailers;
- (b) Camping trailers;
- (c) Self-contained camping vehicles;
- (d) Boat and/or boat trailer;
- (e) Commercial vehicles of any type whatsoever, whether registered or not;
- (f) Swings, gyms and the like except behind the principal building;
- (g) Outbuildings, except as approved by the Declarant.

7.

UTILITIES:

Declarant reserves the right (i) to give, grant and covey easements and rights to enter in, over, on, or through any parcel, as shown on said map, within ten (10) feet of any boundary thereof, for the installation, construction, maintenance and repair of any sewer lines and connections, water pipes, drains, power lines, gas mains, telephone lines or other public utilities of any nature whatsoever, and all appurtenances therefore, (ii) to give, grant and convey the right to pass and repass over such access ways and to connect with such utilities to others, and (iii) to cut and trim trees and shrubs, provided, however, the provision of this paragraph 7 shall impose no obligation on the Declarant to do any such work or maintenance.

8.

PROPERTY MAINTENANCE: Each owner of any such parcel shall:

- (a) Keep the grass cut and shrubs cut;
- (b) Keep the lot free of debris;
- (c) Keep cultivated areas reasonably weed free;
- (d) Remove fallen limbs, brush and the like;
- (e) Keep clothes lines and drying yards in an enclosed area invisible from the access ways as shown on said map;
- (f) Not burn garbage, debris or refuse.

9. MEMBERSHIP IN HOMEOWNERS ASSOCIATION: By acceptance of a deed to the Property described in Schedule A, any such Grantee acknowledges that they are required to become members in the Brookfield Homeowners' Association, Inc.

10. MODIFICATION, REPEAL, WAIVER: The Declarant reserves the right to waive, repeal, alter or modify the within restrictions, covenants, agreements, provisions or reservations by instrument in writing signed by the Declarant.

11. INVALIDITY: In the event any of the aforesaid restrictions, covenants, agreements, reservations or provisions shall be adjudged to be invalid or unenforcable, such judgment shall not affect or render invalid or unenforcable the remaining restrictions, covenants, agreements, reservations or provisions contained herein.

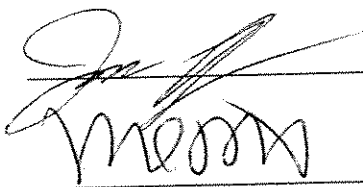
12. HEADINGS: The paragraph headings herein are for convenience only and shall not be construed to limit or affect any provisions of this Declaration.


13. WAIVER: The failure of the Declarant to require, in any one or more instances, the strict performance of any provisions of this Declaration shall not be construed as a waiver or relinquishment for the future of such provisions or any other provision thereof; and all such provisions shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and affixed its seal the day and year first above written.

Witnessed by:

SEYMOUR PARK, INCORPORATED

  
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By   
Chris Bargas, President

STATE OF CONNECTICUT)  
COUNTY OF FAIRFIELD )

SS: MONROE

May 10, 2001

Personally appeared Chris Bargas, President of Seymour Park, Incorporated, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed as said President of Seymour Park, Incorporated, before me.

  
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MICHAEL DEAN AMATO  
Commissioner of the Superior Court