

DECLARATION made by TWIN RIDGE, INC., a corporation organized and existing under the laws of the State of Connecticut, and located and doing business in the Town of Greenwich in the County of Fairfield in said State, acting herein by G. BARRETT MONTGOMERY, its President, hereunto duly authorized, WITNESSETH that

WHEREAS, said Twin Ridge, Inc. is the owner of a certain tract of land, situated in said Greenwich, bounded and described as follows:

All those certain pieces, parcels, and tracts of land shown and designated on a certain map entitled "Map Showing Conservation Subdivision of Property at Old Stone Bridge, Greenwich, Connecticut", which map is on file in the Greenwich Land Records as Map No. 5394, reference thereto being had, as Lots 1 through 41, inclusive, and Old Stone Bridge Road; being a portion of the same premises conveyed to said Twin Ridge, Inc. by deed dated October 27, 1976 and recorded in the Greenwich Land Records on ~~Book~~ *at Page November 4, 1976.*

THEREFORE, said Twin Ridge, Inc. declares that the following restrictive covenants, agreements, reservations and easements shall govern the use of any lot of land conveyed and subjected by the Declarant to the benefits and burdens contained herein, by express reference to this Declaration in an instrument recorded in the Greenwich Land Records. The terms and conditions of this Declaration shall run with the land so conveyed and shall inure to the benefit of the owners of the lots of land affected thereby, Twin Ridge, Inc., its successors and assigns, and, where stated herein, to the Town of Greenwich, to wit:

ARTICLE I - DEFINITIONS

Wherever used in this declaration, the words herein-after listed shall mean:

ACCESSWAY - That portion of a lot not within the main body of the lot which affords access to a road or street.

APPROVING AGENT - The DECLARANT (acting through any one of its officers), its successors or assigns, or its duly appointed agent, a certificate of whose appointment has been recorded in the land records.

AREA HOUSE - Any house on a LOT which is subject to this declaration.

DECLARANT - Twin Ridge, Inc. a Connecticut corporation.

LOT - (AREA LOT) - A lot of land shown and delineated on a map of all or any portion of said premises, filed in the land records of the MUNICIPALITY, which LOT has been conveyed by the DECLARANT to a PURCHASER.

MUNICIPALITY - The Town of Greenwich.

OWNER - The owner or owners of any LOT, whether the DECLARANT or a PURCHASER.

PURCHASER - Any purchaser of a LOT upon which this declaration has been imposed, and the successors in title to such purchaser.

ROAD AREA - The entire width of any road as shown on a record map (usually fifty (50) feet), as contrasted to the narrower width of the TRAVELLED WAY of the road.

TRAVELLED WAY - That portion of the ROAD AREA which is intended for normal vehicular use.

ARTICLE II - ANIMALS, POULTRY, ETC.

No animals, poultry or water fowl, except usual pets

quartered within the family dwelling at night, shall be kept on a Lot. Exceptions to this provision may be made for not over two year periods if consented to in writing by the Purchaser of each Lot within two hundred (200) feet of the Lot where the exception is proposed.

ARTICLE III - "AS IS" SALES

A) Each Lot is sold by the Declarant in its "as is" condition on the date of the contract for deed, unless there is an agreement to the contrary in writing. The Declarant makes no representation as to soils, composition thereof, or any other topographic or physical characteristics of any Lot.

B) No representation is made by the Declarant as to the quantity or characteristics of any material in any road, driveway or elsewhere on a Lot, nor of any pile of material which may be sold with a Lot.

C) Declarant makes no representation as to the accuracy of location of any staking, and strongly recommends that Purchaser employ a surveyor to stake out any proposed house prior to construction.

D) Declarant discloses that a Lot may contain land which may be regulated, controlled or restricted by the Inland Wetlands and Water Courses Regulations of the Town of Greenwich, as amended from time to time. No representation is made that any activities of any nature may be allowed on any lot except as may be permitted or licensed by The Inland Wetlands and Water Courses Agency of the Town of Greenwich.

ARTICLE IV - OUT OF DOOR STORAGE

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

- A) House trailers.
- B) Camping trailers.

- C) Self-contained camping vehicles.
- D) Automatic vehicles commonly used for commercial purposes.
- E) Skiffs and dinghies exceeding twelve (12) feet in length.
- F) Sailboats exceeding fifteen (15) feet in length.
- G) Above-ground swimming pools.

ARTICLE V - BUILDING LINES

No structural part of any building shall be erected or maintained on a Lot nearer to any property line than the number of feet designated in the deed of conveyance from Declarant, except that this provision shall not apply to chimneys, uncovered steps, cellar entrances, eaves or roofs which extend less than five feet beyond the building foundation, nor to swimming pools.

If, during construction, Declarant believes a building line violation may exist, it may require the Purchaser to stop work until Purchaser has furnished a location survey certified by a licensed surveyor establishing that no violation exists.

Declarant may waive any building line requirement if, in its sole judgment, an unintentional error has been made or if sufficient cause exists.

Wherever no building line is established in said deed of conveyance from Declarant, a variance from the applicable public zoning regulations shall not be requested as to that property line unless written notice of the request is sent by registered mail to the last known address of the Owner or Owners of property adjoining such line at least one month before a hearing thereon.

ARTICLE VI - DEVELOPMENT - ACTIVITY AND TRUCKING

Incident to the land development business of the Declarant; there may be trucking of earth materials, pond creation work, road construction and other related operations in the vicinity of any Lot sold. Such activities may continue for an indeterminable period of time. Each Purchaser agrees not to object thereto.

ARTICLE VII - DRIVEWAYS

Section 1 - Purchaser's Responsibility.

Any driveway construction or improvement after the date of the contract to sell a Lot shall be solely the responsibility of the Purchaser, unless there is a written agreement to the contrary.

Section 2 - Governmental Requirements.

Each Purchaser shall be responsible for compliance with any municipal or state law, ordinance or regulation with respect to driveways.

Section 3 - Non-Interference with Drainage.

Each Purchaser shall locate, construct, grade and maintain his driveway so as not to interfere with existing drainage installations or with proposed installations referred to in the deed or shown on a map referred to in the deed.

Section 4 - Protection of Road Travelled Way.

Where a driveway is to meet the edge of the Travelled Way of any road, curb or paved gutter, Purchaser, at the time of original driveway construction, shall require that the existing soil to a depth of a least ten (10) inches and extending at least two (2) feet immediately adjacent to the gravel at said edge shall be carefully removed and immediately replaced with gravel or crushed stone, which shall be

thoroughly compacted to provide proper support for and to said Travelled Way, curb or gutter.

Section 5 - Grades.

No grade of any Travelled Way or curb or of any gutter immediately adjoining a Travelled Way shall be altered by Purchaser. The final grade of every road constructed by Declarant shall be determined solely by Declarant, and shall take precedence over any driveway grade. Any driveway reconstruction necessary to make the driveway grade meet the Travelled Way grade or to satisfy any requirement of the Municipality shall be Purchaser's responsibility.

Section 6 - Curb Crossings.

If and where road curbs are provided before a driveway is constructed, curb cutting to permit vehicles to cross the curb where Purchaser later constructs a driveway shall be the responsibility of the Purchaser. However, if a road curb is about to be constructed by Declarant in front of a Lot, Purchaser may designate to the curbing foreman where he wishes to have the curb lowered for a driveway crossing.

ARTICLE VIII - OBSTRUCTIONS TO VISION

No fence or wall shall be erected by any Owner without the express approval in writing of the Approving Agent.

ARTICLE IX - WATER COURSE CONSTRUCTION BY DECLARANT

An obligation of the Declarant to a Purchaser to construct or improve a water course shall arise only from a written agreement with the Purchaser, but not from the establishment of an easement on a map or by deed reservation.

Declarant reserves the right of entry upon any Lot to complete any such agreement and to construct, improve or revise any water course as may be required by the Municipality

as a condition for the release of any road performance bond given by the Declarant or for the acceptance of any road as a public highway.

Where a water flowage route exists or is shown as an easement on a record map on both sides of any property line, and where Declarant has agreed to perform the construction or improvement thereof, Declarant may establish or reestablish said flowage route on either or both sides of such property line, or may alternate the same from one side to the other. In its discretion, Declarant may re-grade any portion of strips of land ten (10) feet in width contiguous to said easement area.

ARTICLE X - WATER COURSE EASEMENTS

It is the intent of the Declarant that all roads and driveways be constructed and maintained in such a manner as to minimize the effect of development activity on the environment. Roads and driveways shall be constructed and maintained to prevent excessive water accumulation and channeling of run off.

Easements for water flowage, either surface or underground, whether continuous or intermittent, and for related facilities, are reserved for the benefit of the Declarant, the Municipality and for any affected Lot Purchasers as follows:

1. Where existing within any Road Area and on any Lot; and where shown on any map referred to in the deed of conveyance, whether or not constructed.

2. Wherever curbing is NOT to be installed by the Declarant, and where a completed Road Area will be higher than the adjoining portion of a Lot, in order to permit the diffusion of water from said Road Area onto only that part of

any particular Lot which cannot be built upon because of zoning or private restrictions, and where specifically shown on the record map.

3. To meet any overlooked drainage needs for flowage within all Road Areas and within fifteen (15) feet of all boundaries of all Lots, provided that:

a. If a Lot is entered upon for the exercise of this right, no trees or other plantings shall be removed which are further than twenty-five (25) feet from any property line, and the work area shall be left in a finished, workmanlike condition.

b. Such flowage will not create standing water.

c. If a particular Lot is not entered upon for the exercise of this right within two years after the date that the last adjoining Lot has been built upon and occupied, then all rights under this Section 3 shall expire as to that particular Lot. (As used in this sub-paragraph, the words "Adjoining Lot" shall include Lots separated by an Accessway or Accessways.)

ARTICLE XI - WATER COURSE MAINTENANCE AT CULVERTS

Wherever a drainage culvert passes under any road, there is reserved to the Municipality or the Property Owners Association and affected Lot Owners the right to enter the Lots at the extremities of said culvert for the proper maintenance thereof.

This reservation shall not be construed, however, to relieve the Owner of the Road Area of any of its duties in connection with such maintenance.

ARTICLE XII - WATER COURSE MAINTENANCE BY PURCHASERS

In order to reduce the risk of damage from

obstruction of water courses, each Purchaser shall remove all deposits of loose wood, brush and other foreign matter which may accumulate in any brook, water course or drainage channel which lies within Purchaser's Lot and/or between Purchaser's Lot and the Travelled Way of any road upon which said Lot abuts. This obligation shall extend beyond the usual width of any water course to include the full area which might be covered by flowing water under abnormal conditions.

ARTICLE XIII - SAFETY, ESTHETICS AND OTHER
REGULATED LOT ACTIVITIES

It is the intent of the Declarant to provide a safe,
esthetically pleasing, and desirable residential neighborhood.

Activities or conditions which do not enhance the value and appearance shall be controlled as follows, except that the Approving Agent, in its sole and absolute discretion, may grant variances to individual Purchasers on account of hardships and good cause shown.

Any exterior laundry drying facilities shall be enclosed within a screened service area if said facilities would otherwise be visible from another Area Lot or from any road.

Garbage placed outdoors shall be kept in covered sanitary containers only, sunk in the ground or concealed by screening.

The regular burning of garbage or refuse outdoors is hereby prohibited.

No exterior part of any swimming pool filter or air conditioning unit shall be installed until the plans thereof have been approved in writing by the Approving Agent. It is the expressed intent of this Article that such units, whenever possible, shall not be audible from any adjacent Area House.

No exterior television or other antennas shall be permitted.

The Purchaser of each Lot shall install and maintain at least one (1) outdoor lighting fixture, the design and location of which shall be approved by the Approving Agent as part of Article XIV. Said lighting fixture shall be clock controlled so that it shall be lit at least from dusk to midnight.

Where garage doors are visible from any other Lot or Road Area, they shall be of radio controlled operation.

No parking on any part of the Travelled Way or Road Area is allowed as part of any home occupation of a Purchaser.

ARTICLE XIV - HOUSE - APPROVAL OF PLANS

No building or addition thereto or exterior alteration thereof shall be commenced until the plans therefor, and the location thereof, have been approved in writing by the Approving Agent.

Approving Agent will discuss preliminary plans and location with Purchaser if requested.

Purchaser is requested to give particular consideration to the exterior appearance of a proposed house, including but not limited to the color, texture and material planned for the roof, siding, trim, blinds and windows, the garage and garage doors, and the fenestration. All houses shall have wood roofs. The right of approval is specifically reserved to the Approving Agent.

Final exterior elevations submitted for consideration shall include clear designations of the proposed changed grade lines and the nature of exterior materials.

The Approving Agent shall have the sole authority to determine the maximum number of bedrooms which may be allowed in order to comply with municipal or state subsurface sewage disposal systems regulations. In addition thereto, a location survey showing the foundation of the building on the Lot shall be submitted to the Approving Agent prior to the backfilling on the Lot and carpentry on the house.

Final plans shall include a plan showing the proposed location of the building, garage, driveway, landscaping, pool, and any other structures contemplated on the Lot, and the building lines which are applicable to the Lot. The Approving Agent, in its sole discretion, may deny approval based upon any ~~such proposed locations~~. Upon approval, Purchaser shall furnish two sets of final plans to the Approving Agent, one of which shall be endorsed "Approved" and returned to the Purchaser with a certificate of approval. Said certificate shall be recorded in the land records of the Municipality.

ARTICLE XV - HOUSE - EXTERIOR COMPLETION

Any authorized construction, once started, shall be prosecuted with reasonable diligence until completed. The exterior of said property shall be kept clean and clear of all debris during the course of construction. The exterior of any building shall be completed not later than fifteen (15) months after ground is broken for the building.

ARTICLE XVI - HOUSE OCCUPANCY

A certificate will be issued by the Approving Agent

when the exterior of a building has been constructed substantially in accordance with the approved plans and any approved amendments thereof. Until such certificate has been issued and recorded by the Purchaser in the land records of the Municipality, such building shall not be occupied.

ARTICLE XVII - LANDSCAPING

It is the intent of the Declarant that all Lots be landscaped in accordance with sound environmental principles and concepts. Driveways and paved surfaces shall be kept at a minimum, and the Declarant may designate driveway locations and may require in the deed of conveyance to a Purchaser that driveways be shared with other Purchasers as more fully set forth in Article XXIII.

It is recognized that landscaping is of extreme importance to the development of the entire premises. In accordance therewith, the Purchaser shall furnish a landscaping plan, which plan shall be approved in writing by the Approving Agent. Naturalized landscaping is required, minimizing lawn areas, and other practices consistent with the aforementioned purposes. Purchasers shall generally attempt to retain water flowage on their own Lot so as to lessen the concentration of water and to protect any wetlands area and other Lot Owners. No grades established by the Declarant for drainage shall be changed, altered or modified except with the written consent of the Approving Agent.

A Purchaser shall not grade a Lot, driveway or access-way so as to cause any water run off onto the Travelled Way.

The Purchaser shall not allow any footing drains, gutters or similar improvements which channel and collect water to be discharged onto the Travelled Way.

ARTICLE XVIII - RIGHT OF REPURCHASE

Whenever a Purchaser desires to accept a bona fide offer to purchase his Lot, he shall require the prospective new purchaser to hand to the Declarant (or its agent or attorney authorized by a certificate of appointment filed in the land records of the Municipality) a duly attested copy of said prospective purchaser's bona fide offer to purchase, or of a contract for deed subject to this first option, and within seven (7) days after the receipt thereof the Declarant shall have the first privilege of purchasing said premises upon the same terms and conditions.

In the event that any deed shall remain of record for more than sixty (60) days, and no lis pendens giving the notice of the pendency of an action to enforce this Article has been recorded in the land records of the Municipality, then this Article shall be deemed to have been fully complied with as to that conveyance but not as to any subsequent conveyance.

This Article shall not be deemed to affect a mortgage to a recognized lending institution, and if any Lot is alienated to such lending institution by foreclosure or deed in lieu of foreclosure, Declarant shall not have the right to exercise its privilege of repurchase with respect to the acquisition or disposition of title by such institution. However, such right of repurchase shall be deemed to be reinstated after conveyance by such institution.

Notwithstanding anything hereinafter contained to the contrary, this right shall not be assigned but is personal to the Declarant and shall be effective only until such time as Declarant no longer has an interest in any part of the premises covered by this Declaration.

ARTICLE XIX - TREES

During development, Declarant will remove trees which it believes would otherwise die as a result of development activity such as cutting roots or filling over roots, but Declarant shall not be responsible for the value of or for the subsequent removal of trees not removed at the time of development which are damaged by or die as a result of development.

ARTICLE XX - EASEMENT FOR UTILITIES

All utilities shall be installed underground, and Declarant reserves the right to grant easements to utility companies or other similar companies substantially as follows:

For the installation or relocation and for the permanent maintenance of electric lines, telephone lines, television cables, gas lines and water mains, together with the right to construct, operate and permanently maintain electric and telephone conductors, underground, and other usual fixtures and appurtenances used and adapted for the transmission of electric current for light, heat, power, sound or for any other use of such current, including telephone purposes, under all roads abutting every Lot, driveway or accessway made subject to this declaration.

The Declarant reserves for itself, said utility companies, and the Municipality, an easement for the aforementioned purposes, and for future sidewalks or other municipal improvements, over that portion of any Lot which is within fourteen (14) feet of the Travelled Way and no stone walls or other permanent structures shall be maintained or constructed in such easement areas.

ARTICLE XXI - PROPERTY OWNERS ASSOCIATION

All the Owners of any Lot shall automatically become members of the Old Stone Bridge Property Owners Association, Inc., herein referred to as the Association, a non-stock, non-profit Connecticut Corporation, the membership of which shall be made up exclusively of Lot Owners. The primary purpose of said Association

shall be to reserve, preserve, maintain and keep in good order and condition walkways, common green areas, streets, sidewalks, and any conservation land which it may own, lease or in which it may have an interest, and said Association shall have no purpose and shall conduct no business which is or may become repugnant to the covenants and restrictions contained herein. It shall be the duty of the Association to preserve the appearance of the area, to enforce covenants and to enforce the rules and regulations of the Owner of any conservation land adjoining any lots to the satisfaction of the Owner.

Such Association shall have the right to assess annually or at other times the cost of all operating, enforcement, maintenance, and improvement expenses of the Association for, but not limited to, obligations in and to any interests in real property, roads, police, and any other activities desired by the membership. The Association may also assess such capital expenditures for the improvements desired by the membership in such manner as it deems advisable. All of said assessments shall be levied equally against all Lots, on or before the first day of April of each year.

The Association shall have a lien upon any Lot whose proportionate share of said assessment is not paid within thirty (30) days, and shall have the further right to place on the land records of the Municipality a notice of such lien, and it is hereby stipulated that notice of such lien, when filed with the town clerk, shall be and is hereby declared to be a good and valid lien upon the property for the amount then due, together with interest at 1% per month or fraction thereof and all costs of

collection; such lien to continue until the same is fully paid and satisfied; but if no such notice of lien shall be filed within two (2) years after the due date of such payment, then such lien shall be no longer effective. Nothing herein contained shall prevent the Declarant from combining any lots shown in said subdivision into a larger lot and conveying said larger lot as a single lot, and when so combined, it shall be considered and assessed as a single lot.

Until such time as the Declarant has sold twenty one (21) Lots, it shall pay its proportionate assessment as the Owner of a Lot, but after the sale of the 21st Lot, all assessments of the Association shall be paid at the Declarant's option entirely by Purchaser members, and the Declarant as Owner of any Lot shall have no further right to vote as a member of the Association. If the Declarant elects to pay such assessments after the sale of the 21st Lot, it shall have the right to vote as a member of the Association for such Lots which it then owns.

ARTICLE XXII - ROADS

It is the intention of the Declarant that all roads within the tract of land which is subject to this declaration shall remain private at the option of the Lot Purchasers. The Declarant shall complete the construction of said roads in accordance with its bond to the Municipality.

Until such time as twenty one (21) Lots have been sold by the Declarant, the maintenance of ~~said roads~~, including snow plowing at such times as ~~the Municipality~~ plows its ~~roads~~, shall be done by the Declarant. Thereafter the Association shall maintain said roads and shall assess its members in accordance with Article XXI for such cost and expense.

~~When thirty one (31) Lots shall have been sold by the~~ Declarant, the Association shall then have the option of determining whether said roads shall be private or public. If upon the

vote of at least 21 members at the next annual meeting of the Association but not within 60 days of the sale of the 31st Lot, said members desire that the road be private, the Declarant will convey all of its right, title and interest in said roads to the Association subject to Article XX. If said meeting is not held as aforesaid, or at least 21 members do not desire said road to be private, the Declarant shall cause said roads to become public in accordance with the requirements of the Municipality.

Until such time, if ever, when said roads become public, the Owners of any area Lots shall have an easement and right of way over said roads for all lawful purposes. The Association shall also maintain Parcels J, K, and L on said Map No. 5394 until such time as said Parcels are conveyed to the Municipality. The Association shall have an obligation to coordinate the maintenance of the non-travelled way of the roads, with the Municipality and the costs thereof shall be an Association expense.

So long as the Declarant has any interest in said roads as herein set forth, no Purchaser shall disturb the pavement by cutting, breaking or otherwise, without the Declarant's consent. Any road shoulders or off road drainage required to be repaired because of damage by a Purchaser in order that any road bond to the Municipality may be released, shall be done by the Declarant at the sole cost and expense of the Purchaser so responsible for such damage.

Purchaser shall prohibit bulldozers and other crawler and cleated machines engaged directly or indirectly by him from unloading on or travelling on any finished Travelled Way or curb or on any grass or finish graded area or finished gutter within any Road Area, or on any property of another.

ARTICLE XXIII - ROADS - PRIVATE

Whenever any specific area of land such as an Accessway, two contiguous Accessways and/or any other area is designated by the Declarant in a deed or other instrument of record as a Private Road, and is made subject to this Article by reference, the following provisions, conditions, easements and agreements shall govern the cooperative use of such land as a Private Road:

Section 1. A Lot to which an easement and right of way is granted to use such Private Road, and a Lot of which such Private Road is a part is hereby designated as a "Participating Lot." Any easement or right of way herein granted over any accessway or other area shall be limited to the Travelled Way of such Private Road, and shall be used for ingress and egress from a road to a Lot and for the installation of utilities.

Section 2. A Lot to which an option to become a Participating Lot is granted in an instrument recorded in the municipal land records is hereby designated as a "Potential Participating Lot."

Section 3. No Purchaser of a Potential Participating Lot shall use such Private Road until said Lot becomes a Participating Lot.

Section 4. A Potential Participating Lot shall become a Participating Lot (subject to Section 9 of this Article) by the Purchaser's recording an instrument in the land records of the Municipality in which the Lot is located in which the obligations of a Participating Lot as created by this Article are accepted.

Section 5. A Purchaser of a Potential Participating Lot may renounce the right for said Lot to become a Participating Lot by a statement of such intent in an instrument recorded in said land records. Once renounced, said right may be regained only by a written and recorded agreement signed by all Owners of Lots having an interest in said Private Road.

Section 6. The travelled portion of that part of a Private Road used cooperatively by more than one Participating Lot shall have a width of at least twenty (20) feet.

Section 7. The capital cost of any construction or improvement of such a cooperative Private Road over only that portion used by two or more Lots to bring the road to a status of year-round traversibility shall be done by the Declarant.

Section 8. The capital cost of any further improvement of such a Private Road in addition to that provided for in Section 7, such as black-topping, if such further improvement is desired by the Purchasers of both Lots if there are two, or by a majority if there are three or more Lots, shall be shared equally by the Purchasers of all Participating Lots and by the Purchasers of Potential Participating Lots who desire that they then become Participating Lots.

Section 9. After any such capital costs described in Sections 7 and 8 have been expended, the Purchaser of a Potential Participating Lot may cause his Lot to become a Participating Lot only as provided in Section 4 and by paying to the then Purchasers of each Participating Lot which originally shared such capital costs an amount of money representing the difference between the amount that the Purchaser contributed and the lesser amount that he would have contributed had the Potential Participating Lot been a Participating Lot at the time of the sharing.

Section 10. When any Lot remains a Potential Participating Lot after such capital improvement of a specific Private Road, the sharers in the cost thereof, to be in position to enforce Section 9 hereof, shall record in the municipal land records a Declaration reciting the amount paid by each sharer, the nature and date of completion of the work and the identifying numbers of all Lots which shared.

Section 11. An occupant of the lowest numbered Participating Lot shall serve as Manager for the execution of the purposes of this Article until the last day of the third October following the first cooperative use of such a Private Road. Thereafter, occupants of the next higher numbered Participating Lots shall serve in rotation as Managers, each for a two year term. Nothing, however, shall prevent any deviation from such term or rotation if mutually agreeable to all participants. In the event of temporary inability to act at any time, the Manager shall delegate his duties to another occupant of a Participating Lot.

Section 12. After building foundations have been started on any two or more Participating Lots such Purchasers shall share equally the maintenance costs of snowplowing, sanding and any other maintenance or repair determined by the Manager to be reasonably needed.

Section 13. Work involving capital cost under Sections 7 or 8 shall be undertaken only if all or a sufficient number of Purchasers of Participating Lots as required by said Sections shall agree in writing. If a sufficient number, but not all such Purchasers have agreed, then a Purchaser desiring the work shall give written notice to all Purchasers of Participating Lots and Potential Participating Lots as to the proposed work and the maximum cost to each sharer with and without participation by the Purchasers of Potential Participating Lots. However, an Owner of a Potential Participating Lot may vote on any such proposal only by first causing his Lot to become a Participating Lot as provided in Section 4.

Upon receipt of such notice, the Purchasers of all Participating Lots shall then have twenty (20) days during which to attempt to submit to all concerned lower quotations for the proposed work or quotations for alternate proposals. When all proposals are in the hands of all concerned, voting shall be

called for by a Purchaser desiring the work by ten (10) days written notice of the time and place of voting to all other participants and potential participants.

If there is more than one proposal for work, the one receiving the most affirmative votes shall be adopted. If there is an equal number of votes for each of two or more proposals, the proposals costing the lesser amounts shall be adopted.

Upon approval by a sufficient number of participants as required by Section 7 or 8, the desired work may be undertaken, and the Purchaser of any Participating Lot not in accord shall nevertheless be obligated for payment of his share of the cost in accordance with this Article.

Section 14. Any sums past due under this Article shall be a lien on the Lot of the delinquent Purchaser until paid, provided a notice thereof shall have been filed in the land records of the Municipality. Any sum due and remaining unpaid for more than sixty (60) days shall bear interest from such due date at one percent (1%) per month, which sum and said interest shall be paid to whomever provided the money, work or services.

ARTICLE XXIV - SUBSURFACE SEWAGE DISPOSAL SYSTEMS

The Declarant shall construct and install a subsurface sewage disposal system for the discharge of domestic sewage on each lot in accordance with the requirements of the Municipality and the State of Connecticut in effect at the time of construction.

The Declarant further represents that a reserve area of 100% has been provided for on each lot. The Declarant represents that each such system shall have received approval from the appropriate municipal and/or state official, and shall deliver said approval to the Purchaser upon conveyance of a Lot.

THE FORESAID approval may limit the number of bedrooms a residence may contain, which, however, will not be less than three (3). Garbage disposals discharging into the domestic subsurface sewage disposal system are prohibited. The Declarant will provide the Purchaser with the location of such system and the reserve area on each Lot. Any approval of house plans and the location of all improvements are subordinate to the requirement that the location of the system and reserve area are not violated.

No Purchaser shall make any change or alteration in such system without obtaining any necessary Municipal and/or state approvals. No improvements such as paved driveways, swimming pools, etc. shall be allowed in the reserve area. Any damage to the system by the Purchaser, whether related to house construction, failure to have tanks pumped out as may be required, or otherwise, shall be the responsibility of the Purchaser.

Upon the conveyance of a Lot to a Purchaser the Declarant shall have no further obligation or responsibility in regard to said systems, and all representations herein made shall not survive the delivery of the deed to a Purchaser.

ARTICLE XXV - WALKWAYS

There is designated on said Map strips of land, ten (10) feet in width, as walkways which traverse both conservation land and Lots so that a walkway shall always be maintained between Cat Rock Road and Cognewaugh Road. The walkways over any lot shall be maintained by the Association, and are hereby dedicated to public use, provided, however, the Association may make and enforce reasonable rules and regulations governing such use.

ARTICLE XXVI - MISCELLANEOUS

The intent of this declaration is to protect property values. Declarant intends to enforce the provisions of this declaration whenever it feels its interest may be threatened.

Enforcement action may be taken, with or without Declarant's participation, by any aggrieved Purchaser of a Lot, or by any group of aggrieved Purchasers represented by the Property Owner's Association, or otherwise.

Enforcement of this declaration or any part thereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any right herein contained, and said proceedings may be either to restrain any violation thereof, to recover damages therefor, or to require corrective measures to accomplish compliance with the intent of this declaration, and such person or persons against whom such proceedings shall be brought shall pay reasonable attorney's fees in addition to other damages which may be awarded.

Due to the possibility that errors or omissions have been made in the preparation of this declaration, and due to the possibility that certain provisions may prove to be unsatisfactory or unwieldy in operation, the Declarant reserves the right to modify and/or amend this declaration or any part thereof at any time. Such modifications or amendments, however, can apply only to Lots not yet contracted to be sold or not yet conveyed by Declarant at the time of the modification. Modifications or amendments applying to single Lots already conveyed can be made only with the consent of the Purchaser of the Lot.

Unless otherwise herein provided, Declarant shall have the right to assign any or all of its rights under this declaration at any time.

The invalidation of any part of this declaration by a judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Any person or other entity who unsuccessfully seeks to invalidate any part of this declaration shall pay the reasonable attorney's fees of the Declarant or other defendants.

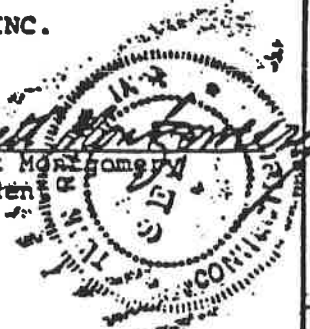
IN WITNESS WHEREOF, said Twin Ridge, Inc., by its President aforesaid, has hereunto set its corporate name and affixed its seal this 4th day of November, A.D. 1976.

Signed, Sealed and Delivered)
in the presence of:)

TWIN RIDGE, INC.

Mr. Dean Montgomery
Mr. Dean Montgomery
William C. Strong
WILLIAM C. STRONG

By G. Barrett Montgomery
G. Barrett Montgomery
Its President



STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss: Greenwich November 4 A.D. 1976
Scamford

Personally appeared G. BARRETT MONTGOMERY, President of TWIN RIDGE, INC. as aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of said Twin Ridge, Inc., before me.

Mr. Dean Montgomery
Notary Public
G. Barrett Montgomery



NOV 4 1976
10564

AMENDED DECLARATION made this 30th day of March, 1977, by TWIN RIDGE, INC. a Corporation organized and existing under the laws of the State of Connecticut and located and doing business in the Town of Greenwich, County of Fairfield in said State, acting herein by G. BARRETT MONTGOMERY its President, hereto duly authorized

W I T N E S S E T H

WHEREAS, said TWIN RIDGE, INC. has made a Declaration dated November 4, 1976 which Declaration is recorded in the Land Records of the Town of Greenwich in Book 992 at Page 1, reference thereto being had; and,

WHEREAS, said TWIN RIDGE, INC., desires to amend said Declaration,

NOW THEREFORE, said TWIN RIDGE, INC. declares that Article IV of said Declaration is hereby revoked, and the folloing is inserted in lieu thereof:

ARTICLE IV - OUT OF DOOR STORAGE

No lot shall be used for the Out Of Door Storage for Trailers of any kind, boats except dingys less than 12 feet in length and sailboats less than 15 feet in length and above ground swimming pools.

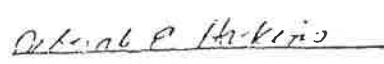
IN WITNESS WHEREOF, said TWIN RIDGE, INC., by its President as aforesaid, has hereunto set its corporate name and affixed its seal this 30th day of March, 1977.

Signed, Sealed and Delivered
in the presence of:

TWIN RIDGE, INC.


M. Dean Montgomery


G. Barrett Montgomery
Its President


Deborah E. Haskins

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss: Stamford

BOOK 1012 PAGE 21
March 30, 1977

Personally appeared G. BARRETT MONTGOMERY,
President of TWIN RIDGE, INC. as aforesaid, signer and
sealor of the foregoing instrument and acknowledged the
same to be his free act and deed, and the free act and
deed of said Twin Ridge, Inc., before me.

G. Dean Montgomery
Notary Public
G. DEAN MONTGOMERY

APR 6 1977

Recorded in Book 1012 Page 21 and indexed by *G. Dean Montgomery*
Town Clerk

DEPARTMENT OF THE TREASURY — INTERNAL REVENUE SERVICE				For Optional Use By Recording Office	
NOTICE OF FEDERAL TAX LIEN UNDER INTERNAL REVENUE LAWS					
DISTRICT		SERIAL NUMBER			
Hartford		5-77-531			
Pursuant to the provisions of Sections 6321, 6322, and 6323 of the Internal Revenue Code, notice is hereby given that there have been assessed under the Internal Revenue Laws of the United States against the following-named taxpayer taxes (including penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer.					
NAME OF TAXPAYER Universal Learning Center Inc.					
RESIDENCE 165 Birch Avenue Greenwich, Conn. 06030					
KIND OF TAX (a)	TAX PERIOD ENDED (b)	DATE OF ASSESSMENT (c)	IDENTIFYING NUMBER (d)	UNPAID BALANCE OF ASSESSMENT (e)	
241	6-30-76	12-27-76	06-0206102	440.68	
241	9-30-76	12-27-76	06-0206102	754.80	
PLACE OF FILING				TOTAL \$ 1195.48	
Town Clerk Greenwich, Conn. Sequence #724					
WITNESS my hand at <u>Stamford, Conn.</u> on this					
the <u>21</u> day of <u>April</u> 19 <u>77</u>					
SIGNATURE <i>P. M. Carley</i>			TITLE Revenue Officer		
(NOTE: Certificate of proper filing and by law to this acknowledgment is not required by the validity of Internal Revenue Laws, U.S.C., 26819, C.B. 1950-1, (25))					
APR 6 1977 PART 1 — To be retained by recording office <i>G. Dean Montgomery</i> Recorded in Book 1012 Page 21 and indexed by <i>G. Dean Montgomery</i> Town Clerk					

AMENDED DECLARATION

AMENDED DECLARATION made this 23rd day of June, 1977, by TWIN RIDGE, INC., a Corporation organized and existing under the laws of the State of Connecticut, and located and doing business in the Town of Greenwich, County of Fairfield, in said State, acting herein by G. BARRETT MONTGOMERY, its President, hereto duly authorized.

W I T N E S S E T H:

WHEREAS, said TWIN RIDGE, INC. has made a Declaration, dated November 4, 1976, which Declaration is recorded in the Land Records of the Town of Greenwich in Volume 992 at page 1, reference thereto being had; and,

WHEREAS, said TWIN RIDGE, INC. has made an Amended Declaration, dated March 30, 1977, which Amended Declaration is recorded in the Land Records of the Town of Greenwich in Volume 1012 at page 20, reference thereto being had; and

WHEREAS, said TWIN RIDGE, INC. reserved the right to modify and/or amend said Declaration and Amended Declaration with the consent of the Purchaser of any Lot already conveyed by it; and

WHEREAS, BARRY MONTGOMERY, d/b/a BARRY MONTGOMERY ENTERPRISES, is the present owner of certain premises upon which said Declaration and Amended Declaration have been imposed; and

WHEREAS, said TWIN RIDGE, INC. desires to amend said Declaration and said Amended Declaration;

NOW, THEREFORE, said TWIN RIDGE, INC. declares that:

1) Said Amended Declaration, dated March 30, 1977, is hereby revoked and the following is inserted in lieu thereof:

"ARTICLE IV - OUT OF DOOR STORAGE

No lot shall be used for the Out of Door Storage or regular parking for any motorized vehicle or other apparatus, trailers of any kind, boats, nor shall any lot have an above ground swimming pool."

2) Paragraph '2' of ARTICLE X of said Declaration, dated November 4, 1976, is hereby revoked and the following is inserted in lieu thereof:

"ARTICLE X - WATER COURSE EASEMENTS

2. The Roads and Road Area have been designed for continuous off-road drainage. The Purchaser of any Lot shall accept such drainage onto his Lot and the Purchaser shall construct all improvements on the Lot subordinate to this drainage requirement and easement."

3) ARTICLE XI and ARTICLE XII of said Declaration, dated November 4, 1976, are hereby revoked and the following is inserted in lieu thereof:

"ARTICLE XI - WATER COURSE MAINTENANCE

In order to reduce the risk of damage from obstruction of water courses, including culverts, each Purchaser shall remove all deposits of loose wood, brush or other foreign matter which may accumulate in any water course or culvert which lies within the Purchaser's Lot and/or between Purchaser's Lot and the Travelled Way of any Road upon which said Lot abuts. This obligation shall extend beyond the usual width of any water course to include the full area which might be covered by flowing water under abnormal conditions.

There is reserved to the Municipality, the Property Owners Association and affected Lot owners the right, but not the duty, to enter any Lot for such purpose. This reservation shall not be construed, however, to relieve the Owner of the Road Area of any of its duties in connection with such maintenance."

4) The third paragraph of ARTICLE XIV of said Declaration dated November 4, 1976, is hereby revoked and the following is inserted in lieu thereof:

"ARTICLE XIV - HOUSE - APPROVAL OF PLANS

Purchaser is requested to give particular consideration to the exterior appearance of a proposed house, including but not limited to the color, texture and material planned for the roof, siding, trim, blinds, and windows, the garage and garage doors, and the fenestration. All houses shall have wood or slate roofs or approved imitations thereof. The right of approval is specifically reserved to the Approving Agent."

5) The last sentence of the sixth paragraph of ARTICLE XIV of said Declaration, dated November 4, 1976, is hereby revoked.

6) The fourth paragraph of ARTICLE XVIII of said Declaration, dated November 4, 1976, is hereby revoked and the following is inserted in lieu thereof:

"ARTICLE XVIII - RIGHT TO REPURCHASE

Notwithstanding anything contained herein to the contrary, this right shall not be assigned, but is personal to the Declarant and shall not be exercised on account of race, creed, color or national origin. This right shall terminate on December 31, 1980."

7) The third paragraph of ARTICLE XX of said Declaration, dated November 4, 1976, is hereby revoked and the following is inserted in lieu thereof:

"ARTICLE XX - EASEMENT FOR UTILITIES

The Declarant reserves for itself, said utility companies, and the Municipality, an easement for the aforementioned purposes, and for future sidewalks or other municipal improvements, over that portion of any Lot which is within fourteen (14) feet of the Travelled Way or ten (10) feet from the edge of the Road Area, whichever is greater, and no stone walls or other permanent structures shall be maintained or constructed in such easement areas.

Any area designated by the Declarant as a Private Road in accordance with Article XXIII of the Declaration is also made subject to an easement for said utilities for the benefit of the affected Lots, whether said Lots are Participating or Potential Participating Lots."

8) ARTICLE XXIV of said Declaration, dated November 4, 1976, is hereby revoked and the following is inserted in lieu thereof:

"ARTICLE XXIV - SUBSURFACE SEWAGE DISPOSAL SYSTEMS

Each Lot shall be serviced by a subsurface sewage disposal system for the discharge and treatment of domestic sewage in accordance with the requirements of the Municipality and the State of Connecticut.

The Declarant represents that a permit for the construction of said system has been issued by the Municipality and that a reserve area of 100 percent has been provided for on each Lot. Said permit may limit the number of bedrooms a dwelling may contain; which, however, will not be less than three (3). Garbage disposals discharging into said system are prohibited except by a new permit from the Municipality. Any approval of house plans and the location of other improvements, including, but not limited to, driveways and swimming pools, are subordinate to the requirement that the location of and access to the system and reserve area are not violated, obstructed or encroached upon.

The Declarant has furnished the Municipality the location of said system and the reserve area on each Lot. One year after Municipal or State approval of the construction of said system and again every two (2) years thereafter for the protection of the system, adjoining lands, the Municipality and the Declarant, the then Purchaser shall have the tank pumped.

The Declarant further represents that the soil of the reserve area is not necessarily "suitable" for a system without additional improvements. Any such improvements to make the soil "suitable" shall be the responsibility of the then Purchaser of the Lot.

IN WITNESS WHEREOF, TWIN RIDGE, INC., has hereunto caused its corporate name and seal to be affixed hereto this *23rd* day of June, 1977.

TWIN RIDGE, INC.

Signed, sealed and delivered in the presence of:

By *G. Barrett Montgomery*
G. BARRETT MONTGOMERY,
Its President

M. Dean Montgomery
M. Dean Montgomery

Eleanor F. Greaney
Eleanor F. Greaney

STATE OF CONNECTICUT)
) ss.: Stamford
COUNTY OF FAIRFIELD)

June *23* , 1977

Personally appeared G. BARRETT MONTGOMERY, President of TWIN RIDGE, INC., signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said Corporation, before me.

M. Dean Montgomery
Notary Public
M. Dean Montgomery

I, BARRY MONTGOMERY, d/b/a BARRY MONTGOMERY ENTERPRISES,
the present owner of certain premises upon which said Declaration
dated November 4, 1976, and said Amended Declaration, dated
March 30, 1977, have been imposed, hereby approve of the forego-
ing modifications and accept them as if originally included in
the deed of conveyance to me.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 23rd day of June , 1977.

Signed, sealed and
delivered in the
presence of:


M. Dean Montgomery


BARRY MONTGOMERY, d/b/a
BARRY MONTGOMERY ENTERPRISES


Eleanor F. Greaney

STATE OF CONNECTICUT)
) ss.: Stamford
COUNTY OF FAIRFIELD)

June 23rd, 1977

Personally appeared BARRY MONTGOMERY, d/b/a BARRY
MONTGOMERY ENTERPRISES, signer and sealer of the foregoing in-
strument and acknowledged the same to be his free act and deed,
before me.


Notary Public
M. Dean Montgomery

SCHEDULE A

AMENDED DECLARATION

AMENDED DECLARATION made this 9th day of November, 1994,
by the persons whose names appear on Exhibit A.

WITNESSETH:

WHEREAS, Twin Ridge, Inc. made a Declaration dated
November 4, 1976 which Declaration was recorded in the
Greenwich Land Records in Volume 992 at Page 1; and

WHEREAS, Twin Ridge, Inc. made an Amended Declaration
dated March 30, 1977 and recorded in the Greenwich Land Records
in Volume 1012 at Page 20; and

WHEREAS, Twin Ridge, Inc. made an Amended Declaration
dated June 23, 1977 and recorded in the Greenwich Land Records
in Volume 1027 at Page 225; and

WHEREAS, under said Declaration, as amended, Twin Ridge,
Inc. is designated as "Approving Agent"; and

WHEREAS, on December 19, 1977, Twin Ridge, Inc. changed
its name to G. Barrett Montgomery Construction, Inc.; and

WHEREAS, on March 15, 1985, G. Barrett Montgomery
Construction, Inc. was dissolved for failure to file annual
reports; and

WHEREAS, the persons whose names appear on Exhibit A are
the present owners of Lots 1 through 41 as shown and designated
on a certain map entitled "Map Showing Conservation Subdivision
of Property at Old Stone Bridge, Greenwich Connecticut", which
map is on file in the Greenwich Land Records as Map No. 5394,
being all properties upon which said Declaration and Amended
Declarations have been imposed;

WHEREAS, the persons whose names appear on Exhibit A
wish to amend the Declaration, as amended, to provide that Old
Stone Bridge Property Owners' Association, Inc. shall
henceforth be the "Approving Agent";

NOW THEREFORE, the persons whose names appear on Exhibit A declare that:

1. The definition of "APPROVING AGENT" set forth in Article I of the Declaration is hereby revoked and the following is inserted in lieu thereof:

"APPROVING AGENT - Old Stone Bridge Property Owners' Association, Inc., its successors or assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 7th day of November 1994.

Signed, Sealed and Delivered
in the Presence of

Julia Davis
Erma L. Kingston
Julia Davis
Erma L. Kingston

Bryce L. Holland
Bryce L. Holland

Marianne D. Holland
Marianne D. Holland

Robert W. Norton
Robert W. Norton

Janice G. Norton
Janice G. Norton

EXHIBIT A

Bryce L. Holland
Robert W. Norton
Geoffrey H. Durno
Morris Finkelstein
John H. Tietjen
Harry A. Woodman, Jr.
Wulf Paulick
Mary E. P. Davies
Kristine Dockery
Chalmers Hamill, Jr.
David G. O'Neil
Joel M. Blumberg
Neil J. Miotto
John P. Lynch
Gerhard P. Kurth
Donald F. Lucey
George W. Sharpe II
Dieter Blennemann
Robert M. Woltersdorf
Griffith H. Trow
Ronald L. Bornhuetter
Daniel M. Hall
Andrew J. Wefeland
Franklin Davis
Philip Donald Krebs
James P. Holdcroft
Joseph Longhi
Robert A. Del Genio
Basil A. Panagopoulos
Lyn Murdock Stevens
William Kiernan
Leo N. Chien
Richard S. Beckerman
Dorothy R. Johnson
Anthony M. Macleod
Glenn Sussman
Daniel Kim
Jerry Y. Carnegie
Kenneth C. Edgar, Jr.
Thomas W. McKelvey
Peggy C. Peden

Marianne D. Holland
Janice G. Norton
Silvia B. Durno
Deborah R. Finkelstein
Carol W. Tietjen

Renate Paulick

Carolyn C. Hamill
Angela M. O'Neil
Judith G. Blumberg
Mary Ann Miotto
Rita S. Lynch
Carol Ann Kurth

Dorothy S. Hamill

Susan M. Sharpe

Bonnie M. Dexter Woltersdorf
Barbara Ryan Trow
Carol L. Bornhuetter
Judith S. Hall
Nancy G. Wefeland
Elaine Davis
Elizabeth Nesbitt Krebs
Sara A. Holdcroft
Donna Longhi
Nancy M. Del Genio
Martine E. Panagopoulos

Kathleen Kiernan
Julie L. Cheung
Antonea Oliveri

Carol J. Macleod
June Sussman
Hwayoung Kim
Lynn J. Carnegie
Jill Ramsey Edgar
Barbara T. McKelvey

Received for Record MAR 18 1996 at 3 h30 m P M. and recorded by

Town Clerk