

DECLARATION OF COVENANTS AND RESTRICTIONS
“CHARLOTTE COURT”
Avon, Connecticut

THIS DECLARATION made this 27th day of June, 2007 by **Charlotte Way Development Company LLC**, a Connecticut limited liability company (hereinafter referred to as “Developer”), with an office in the Town of Canton, County of Hartford and State of Connecticut,

WITNESSETH:

WHEREAS, the Developer is the Owner of all of the lots in a 4 Lot subdivision known as Charlotte Court (the “Subdivision”), and shown on a map entitled “PLAN OF RE-SUBDIVISION, LAND OWNED BY GFU INVESTMENTS, LLC” HIGH GATE DRIVE AND WEST AVON ROAD AVON, CONNECTICUT SCALE 1"=40' JANUARY 11, 2005, REVISED FEBRUARY 16, 2006 HODGE SURVEYING ASSOCIATES, P.C.”, which map or plan is on file in the Town Clerk’s Office of the Town of AVON, to which reference may be had (hereinafter referred to as the “Lot” or “Lots” and collectively the “Development”); and

WHEREAS, the Developer desires and intends to provide for the preservation and protection of the value of the Lots and the comfortable use and quiet enjoyment of the Lots and for these purposes desires and intends to subject all of the Lots to the covenants and restrictions set forth in this Declaration, all of which are for the benefit, protection and enjoyment of the owners of individual Lots within the Development (the “Owner” or “Owners”);

NOW, THEREFORE, the Developer declares that all of the lots, of the Subdivision, all as shown on said map, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions and easements hereinafter set forth.

1. **Use of Lot**. No Lot shall be used for transient, hotel or commercial purposes. Except as provided herein, no Lot may be divided, subdivided or re-subdivided.
2. **Residential Use**. The Lots are restricted to occupancy by one residential dwelling and accessory uses, for use only by the Owner thereof, and the immediate family, guests and invitees of the Owner.
3. **Motor Vehicles**. No motorcycles, trail bikes, trucks (of a rating greater than one-half ton), commercial vehicles, construction, sales or storage trailers, boats, trailers, campers, off-road or recreational vehicles or any other motor vehicles other than normal passenger automobiles designated to carry a maximum of nine passengers, shall be parked or stored on any part of the Development unless such vehicle is parked or stored in a garage that fully encloses such vehicle so that such vehicle is not visible from outside the garage. No more than two normal passenger automobiles shall be parked or stored outside of a garage on any lot for more than four (4) consecutive days. Notwithstanding the foregoing, temporary guests of a home owner shall be allowed to park their automobile outside the garage for up to two (2) weeks. The prohibitions

contained in this paragraph shall not apply to motor vehicles used by the Developer or its contractors/subcontractors in connection with the construction of improvements on the Development.

4. **Secondary Residence Prohibited.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
5. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one sign not more than one (1) square foot, stating the name of the Owner of the Lot; one sign of not more than six (6) square feet advertising the property for sale; or signs used by the Developer to advertise the property during the construction and sales period.
6. **Waste Control.** No portion of the Development shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material. All waste material shall be stored in covered trash cans and shall be placed at the curb for pick-up. Empty trash cans placed at the curb for pick-up shall not remain at the curb for more than twenty-four (24) hours. During construction of improvements on the Lots, waste material may be stored on a temporary basis, in construction dumpsters or other sanitary receptacles as approved by the Developer. Construction dumpsters and the area they occupy shall be kept clean and neat; no waste material or trash being allowed outside such dumpster or receptacles or visible from any other area in the Development. Construction dumpsters or receptacles shall be promptly emptied when full and shall be removed from the Lot within the eighteen (18) month construction period or at the end of construction, whichever event occurs first. The Developer may, during the construction of improvements, store fill and topsoil in areas designated by Developer for the stockpiling of such material. Builders, during construction of improvements on the Lots may store topsoil on the Lot in areas approved by the Developer for the stockpiling of such material. No stockpiling of any materials can take place on lots conveyed to Homeowners.
7. **Nuisance Activity.** No noxious or offensive activity shall be carried on upon any part of the Development, nor shall anything be done thereon which may or may become an annoyance or nuisance to the Owners or the Development.
8. **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of the Development, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, that they are of a gentle nature and further provided that no household pet shall be allowed to create a disturbance, disrupt the peace or menace or assault any person lawfully present on the Development.
9. **Clotheslines.** No clotheslines or wash lines shall be erected or used on any Lot.
10. **Fences.** No solid fencing or screening shall be placed on that portion of any Lot located between the front facade of the dwelling located on such Lot and the road. In no instance can any fence located anywhere within the Development be greater than six (6') feet in height. All fences are to be constructed of natural materials. All fences shall receive the prior written approval of the Developers, as provided in paragraph 12.a.

11. **Air Conditioning.** Central Air Conditioning is the only permissible method of air conditioning the residential dwelling. No window air conditioning units or in-wall units shall be allowed.
12. **Approval of Plans.**
 - a. No building, barn, shed, swimming pool, pavement, fence, wall or other structure or improvement of whatever nature shall be erected upon the Property without the prior written consent of Developer, in accordance with the provisions of this paragraph. No Owner shall make any exterior addition, change, or alteration to the Property, or change of exterior colors or material, nor shall landscaping of any nature involving the removal of trees be undertaken until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the proposed improvements, plan for tree removal, changes or landscaping shall have been submitted and approved in writing as to harmony of design and location in relation to the remainder of the Property, its effects on Lots owned by Developer and the subdivisions approval given by the Avon Planning and Zoning Commission. If the Developer fails to respond to the Homeowner's request for change within 45 days of Developer's receipt of the request by owner, Developer shall be deemed to have given his approval. Any fabricated item extending above the surface of the earth shall be considered a structural addition subject to this provision. In connection with any such building, structural addition, landscaping, plan for tree removal or other site improvement (the "Improvements") on any Lot, the Owner will submit to Developer by certified mail, return receipt requested, or by recognized courier service, such architectural, landscape architectural, site engineering plans, exterior colors including samples and brand names and exterior building materials (the "Plans") as may be necessary to fully inform the Developer of the nature of Improvements. The Owner must receive, from the Developer, written approval of the Plans prior to the commencement of construction of the Improvements. If, within thirty (30) days of receipt of such Plans by the Developer, it has not approved the Plans, they shall be resubmitted by the owner in the same fashion set forth above. If, within thirty (30) days of the receipt of the resubmitted plans, the developer has not approved the plans, they shall be deemed approved. Upon approval, written confirmation thereof shall be issued by the Developer.
 - b. No plan of any house to be constructed on any Lot shall be submitted to the Developer for approval unless it contains, as a minimum, all of the following characteristics:
 - i. it is developed in a "Colonial" or "Traditional" style, although the Developer retains the right to specifically approve final architectural design;
 - ii. Houses constructed shall have a minimum of 3,500 sq ft of living area (not including the basement or concrete floors). Such living area may include a third floor.
 - iii. it has cedar shingles, brick or other natural siding material, subject to the approval of Developer
 - iv. it uses natural, light, airy earth tone colors; Exterior colors have to be approved by Developer.
 - v. the Lot has an amesite, brick or concrete paver driveway; and

- vi. the Improvements include an attached garage sufficient in size to store a minimum of three full size motor vehicles. The garage entrances shall be located at the side or rear of the house.

The foregoing listing shall not, however, prevent the Developer, in its sole discretion, from approving houses for construction with other features, materials, size and characteristics provided such changes do not detract substantively from the Subdivision.

- c. The Owner agrees to landscape the Lot and construct all Improvements thereon substantially in conformance with the Plans and at such time as the Owner demonstrates to the Developer that the Improvements have been completed substantially in compliance with the Plans, the Developer will issue a Certificate of Completion in recordable form. If the Developer fails to respond to the Homeowner's request to issue a certificate of completion within 45 days of Developer's receipt of the request by owner, Developer shall be deemed to have given his approval.
- d. The foregoing provisions for the approval of plans shall not be applicable to the Developer.
- e. After all Lots have had homes constructed on them and sold to individual homeowners, the homeowners of Charlotte Court shall be responsible for approving any changes to Improvements that may be desired by an owner as stated in the Declaration of Charlotte Court.
- f. The existing barn located at 2 Charlotte Court shall not be used for any activities contrary to the provisions of this Declaration of Covenants and Restrictions.

13. **Conformance with Plans and Regulations.** Any and all construction activity conducted on any of the Lots shall be done in conformity with the requirements of the Town of Avon, including, but not limited to, conditions of the Subdivision approval imposed by the Planning and Zoning Commission of the Town of Avon, the Inland Wetlands and Watercourses Agency of the Town of Avon, obtaining all permits and inspections of completed construction, obtaining a Certificate of Occupancy within eighteen (18) months from the commencement of any construction activities on the Lot, including, but not limited to, site clearing or removal of trees, complying with any applicable erosion and sedimentation protection plan approved by the Planning and Zoning Commission or other applicable authority, and staking out and protecting those portions of the property not to be disturbed, pursuant to the Subdivision and Wetlands approvals. **Erosion and sedimentation control measures shall be placed so as to comply with the Planning and Zoning Commission and Inland Wetland and Watercourses Agency approvals and to insure that soils and sediments are contained on the lot and are not allowed to flow onto the street or abutting properties.** Drainage plans, if any established by municipal authorities affecting particular Lots, shall be implemented by the Owner. Each Owner shall manage construction activities to insure that there shall be a continuity of construction in a materially unbroken sequence from the commencement of clearing activities on any Lot to the issuance of the Certificate of Occupancy. The Owner agrees to indemnify and hold harmless the Developer in performing those functions and activities with respect to his/her or its Lot which were indicated as conditions and specifications on the record as part of the Subdivision and wetland approvals and any and all other permits received from the Town of Farmington. If the Owner fails to conform to the plans, conditions and

specifications including continuity of construction and time for construction approved by the Developer or set forth herein, the Developer may elect to (i) seek specific performance of the Owners obligations; and/or, (ii) sue for monetary damages including attorneys fees, court costs and other expenses of litigation. Nothing contained herein shall restrict construction activities of the Developer on any Lot to the conditions herein stated.

Developer and Owners of lots abutting one another, pursuant to the Subdivision Plans, shall have the right to grade and slope the Property in conformity with the approvals and/or engineering requirements and shall also have the right to access lots with men and equipment for such purposes. After grading has been completed, disturbed areas shall be restored to the condition that existed before such work.

14. **Conservation Easements and Accessibility.** Conservation Easement Areas be retained in their natural, scenic and open condition and be used only for passive uses which will keep the areas in a natural state.

15. **Amendments.** Amendments to this Declaration of Covenants and Restrictions may be made by Developer at any time while it has title to any Lots in the Development by recording such amendments on the land records of the Town of Avon. Developer reserves the right to modify the provisions contained herein at any time upon the written request of an Owner of a Lot. Said modification shall be made at Developer's sole discretion and shall apply only to the specific property described in the amendment. Notice of such modification shall be placed on the Avon Land Records. No amendment to the Conservation Easement described in paragraph 14 shall be effective without the approval of the appropriate authorities of the Town of Avon.

Upon the sale of all of the Lots in the Development, these covenants may be amended by an instrument executed by three quarters (3/4) of the Owners, duly recorded on the Avon Land Records. After the sale of all Lots in the Development, these covenants may be enforced by the Charlotte Court homeowners and/or any lot owner.

16. **Miscellaneous.** No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

17. **Duration and Termination.** The covenants and restrictions of this Declaration shall run with, be appurtenant to, and bind the Development, and shall be binding on, inure to the benefit of, and be enforceable by the Developer or the Owner of any real property subject to this Declaration or the Charlotte Court Homeowners, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years

unless an amendment, signed by three quarters (3/4) of the then-Owners, has been recorded in the Farmington Land Records, agreeing to terminate these covenants and restrictions.

