

## ASHFORD LAKE PROPERTY OWNERS ASSOCIATION

### CONDITIONS, RESERVATIONS AND RESTRICTIVE COVENANTS

set forth in an agreement dated February 26, 1953, recorded in Volume 42, Page 524 of the Ashford Land Records, and Volume 14, Page 218 of the Eastford Land Records

All conveyances to any lot or lots in the "Ashford Lake" development shall contain the following conditions, reservations and restrictive covenants:

1. No building shall be erected, placed or altered on the premises herein conveyed other than a dwelling house of not more than two stories in height, containing a minimum floor area of less than 520 square feet, and costing not less than \$3,500.00 on interior lots, and a minimum floor area of 600 square feet, and costing not less than \$4,000.00 on shore front lots, except with permission, in writing, from the OWNER, which dwelling shall be designed and used for the occupancy of not more than one family except that, in connection with said dwelling, a garage to accommodate not more than two automobiles may be erected. No garage or other building shall be built prior to the erection of a dwelling.
2. No building shall be erected, placed or altered on said premises unless and until the plans and specifications, the exterior finish and color scheme, the locations of the house upon the lot, the plans for sewage disposal, and landscaping have been approved in writing by the OWNER.
3. No wall, fence or hedge may be erected or maintained without the written consent of the OWNER.
4. The OWNER reserves the right to place pipes, (water or otherwise), conduits, wires, electric light and telephone poles, and other public services on the on the rear five (5) feet of any lot and shall always have the right, as and when may be most convenient, to said OWNER, to enter on said lot for the purpose of erecting, fixing, building, examining, and maintaining or repairing such pipes, conduits, wires, electric light and telephone poles, and other public services, as in said OWNER'S opinion, may be desirable or necessary to place on said five (5) foot strip. The said premises are hereby conveyed subject to any agreement made or to be made by the OWNER with electric, gas, water, transportation or other public service corporations or individuals. Drain pipes under and drainage ditches installed through certain lots are not to be disturbed.
5. No business of any kind or nature whatsoever shall be permitted on the premises except those areas designated by the OWNER for business use, nor shall any advertising or "For Sale" signs be erected, except for the sole purpose of advertising the house itself for sale. The OWNER, however, shall be allowed to erect advertising signs of reasonable size and design for the purpose of developing the tract herein referred to.
6. All toilets shall be of a modern style, water flushed, and located inside of the building, and connected to a proper septic tank, or proper sewage system, and no

- privies shall be permitted on the premises. All garbage receptacles shall be installed in the ground and located in the rear portion of the premises so that the top of said receptacles shall be flush with the ground. Sufficient disinfectants shall be used at all times to keep any garbage receptacle in a sanitary condition. Any barrels or receptacles used for waste materials shall be so situated on the lot, screened or fenced in, so as not to be visible to the public. The installation of septic tanks must conform to all regulations of State and local health authorities. All sewerage shall be discharged into a 2-compartment septic tank which shall be located in the rear of the premises, and which location shall be approved by the OWNER. No sewerage or refuse shall be discharged into the lake or left on the surface of the ground.
7. The lots in the above development shall not at any time be subdivided or sold, except as a whole, but nothing herein shall prevent any purchaser, his heirs or assigns, from conveying any portion of a lot to the owner or owners of adjoining lots, provided such conveyances are made for the general benefit of the entire tract, and permission, in writing, is first obtained from the OWNER.
  8. The purchaser of two or more contiguous lots may improve them as one building plat, and the conditions, reservations and restrictive covenants herein shall apply to such plot with the same force and effect as though said premises comprised one lot.
  9. The OWNER reserves the right to complete all development work now in progress or contemplated without hindrance of any sort from the Purchaser, and reserves the right also to enter upon said premises within a reasonable time thereafter for said purpose.
  10. The title to any street, road and highway, as shown on said map, or sections thereof, shall remain in the OWNER, subject to any easements, if any, hereinbefore granted, until such time as said OWNER may dedicate said streets, roads or highways for public use or to a community association, or convey them by proper instrument to the Town in which they are located.
  11. The Purchaser of each lot shall pay to the OWNER an annual charge not to exceed Twenty (\$20.00) Dollars\* payable in two equal payments on March 1<sup>st</sup> and September 1<sup>st</sup> of each year, which amount shall be expended for the general maintenance, repair, and upkeep of the entire development and its roads.
  12. The pitched roofs of all buildings, garages included, shall have a pitch of at least 25% and shall be roofed with terra cotta, asbestos, asphalt, or slate shingles, and the exterior sides thereof shall not be sided with any rolled roofing material. The construction of any flat roofs on any building or garage and the materials used thereon must be approved by the OWNER. All chimneys shall be constructed of brick or stone. The construction of any type of chimney must be approved by the OWNER.
  13. The OWNER, who has title to other property contiguous to, and who also may acquire title to property a short distance from the premises shown on the map or sections thereof herein referred to, reserves the right to develop said other property and connect the same to the premises shown on said map, or sections thereof. The OWNER shall not be limited, in any respect whatsoever, to the area that may be developed and connected as aforesaid, and the OWNER further

- reserves the right to deed land and lots in any such area with the same rights, enjoyments, conditions, reservations and restrictive covenants, uses of the roads and beaches, and other privileges as have been conveyed to owners of lots shown on said map or sections thereof, herein referred to.
14. The OWNER further reserves the right to increase the number of business areas out of the residential property shown on said map or sections thereof, and to use, rent, lease, or sell the same for business purposes, and the OWNER shall have sole discretion as to any such changes made. The OWNER shall also have exclusive right to change any areas back into residential areas.
  15. The OWNER shall at any time have the right to increase the beach area if the OWNER deems it necessary for the general benefit of the entire development.
  16. No building shall be erected or placed on any lot in the above described tract within 30 feet of any street; within 30 feet of the high water mark of the lake; within 4 feet of the side line of any lot; or within 7 feet of the rear line of any lot; but the provisions of this paragraph shall not apply to corner, triangular or odd shaped lots. No building shall be erected or placed on any such corner, triangular or odd shaped lot until a plot plan of said lot, showing the proposed location of the building thereon, has been approved in writing by the OWNER.
  17. No poultry, birds or animals, except dogs, cats and canaries, shall be kept or maintained on said premises, except with written permission of the OWNER.
  18. No laundry of any description, except bathing suits, shall be hung on outside clothes lines on holidays or Sundays.
  19. No wells of any kind shall be drilled or dug without permission of the OWNER.
  20. The Purchaser shall have the right to use, in common with others, all of the roads shown on the map or sections thereof, herein referred to, for all purposes for which a highway is ordinarily used, and said Purchaser shall also have the right to use, in common with others, those portions of the lake frontage reserved for beach purposes, but not for commercial purposes.
  21. The Purchaser agrees that the lot herein conveyed shall not be used, in any manner whatsoever, for the benefit of any other property which is not included in this development, but nothing herein shall prevent the OWNER from exercising any rights under Paragraph 13 hereof.
  22. The parties hereto agree that time is of the essence of this contract and the Purchaser herein agrees to pay the OWNER all costs and expenses which the OWNER may at any time incur, including a reasonable attorney's fee, in the enforcement of any of the terms, conditions, reservations, provisions or restrictive covenants herein contained which the Purchaser shall have failed to keep, perform and abide by, as set forth herein.
  23. All notices to the Purchaser shall be sent by mail to the last address given by the Purchaser to the OWNER,
  24. These conditions, reservations and restrictive covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1975, at which time said conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change the same in whole or in part. However, this paragraph shall not apply to any properties

- developed by the OWNER as provided and set forth in Paragraph 13 hereof. As to any such newly developed properties, the OWNER reserves the right to set the expiration date of any conditions, reservations, and restrictive covenants imposed.
25. If the parties hereto, or any of them, or their heirs, executors, administrators, successors or assigns, shall violate or attempt to violate any of the conditions, reservations or restrictive covenants contained herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, reservations or restrictive covenants, and either to prevent him or them from so doing, or to recover damages or other dues for such violation. No failure or omission to bring suit or take such other proceedings as may be deemed necessary shall be held to be a waiver of any rights in the OWNER, or in any Purchaser to enforce compliance with the conditions, reservations, and restrictive covenants herein.
  26. Invalidation of any of the conditions, reservations and restrictive covenants contained herein by any judgment or court order shall in no way effect any of the other conditions, reservations and restrictive covenants, which shall remain in full force and effect.
  27. The OWNER reserves the right to alter or amend any of the terms, conditions, reservations and restrictive covenants above set forth and to also add such additional terms, conditions, reservations and restrictive covenants in any conveyance of any lot in said development as in the OWNER'S judgment would be beneficial for the general welfare of the entire development.
  28. The use of outboard motors on Ashford Lake shall be restricted to those having 5 H.P. or less, and the use of said motors will be allowed on the lake only between the hours of 8:00 A.M. to 9:00 P.M. (E.S.T.) No boat propelled by any inboard motor shall be permitted on the lake at any time.
  29. Nothing herein contained shall be construed as granting to any lot owner any title to any portions of the lake below high water mark.
  30. No water shall be taken from the lake for any business, commercial, manufacturing or agricultural purposes.
  31. No tents, trailers, temporary buildings, or buildings commonly known as "Quonset Huts" shall be erected or placed on said premises.
  32. Said premises are conveyed subject to any federal, state or municipal regulations, statutes, or ordinances.
  33. The terms hereof and the conditions, reservations, and restrictive covenants contained herein shall be binding on, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- \* A Superior Court judgment has established that the OWNER (Ashford Lake Property Owners Association) has the right to adjust the annual charge as required to meet the needs for which the assessment is used, as provided for in Paragraph 27. The amount of the annual charge is set at the Annual Meeting of Members each October.