

BOOK 117 PAGE 605

NOW THEREFORE, if all the covenants, stipulations, and agreements of said Grantor herein contained shall be fully and faithfully performed and said note paid in all respects according to its tenor, then this deed shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 21st day of April A. D. 19 66

Signed, sealed and delivered in presence of:

Evelyn R. Ives TOPSTONE HOLDING CORPORATION (SEAL)
Evelyn R. Ives
By Robert J. Kaufman (SEAL)
Barbara E. Falcone Its President duly authorized (SEAL)
Barbara E. Falcone (SEAL)

STATE OF CONNECTICUT } ss. Danbury April 21 1966
COUNTY OF Fairfield

Personally appeared ROBERT J. KAUFMAN, President of Topstone Holding Corporation,

he being thereunto duly authorized signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

Received for record April 22, 1966 at 9:01A.M.
Notary Public
Dora C. Sabvechia A st Town ClerkXXXXXXXXXXXXXXXXXXXXXXXXXXXX

EASEMENT RIGHTS FOR DEEDS

The granted premises are hereby conveyed with the right and easement to use, in common with the grantors and others from time to time entitled to use the same, for all purposes for which streets may now or hereafter customarily be used in the Town of Ridgefield, such ways shown on said plan as are necessary for access from the granted premises to Peaceable Street, together with the right and easement to use and connect up to all utility lines, wires, poles and/or conduits at any time located on any of the ways shown on said plan. Said grantors hereby reserve to themselves, and their successors in title and assigns, (1) the right at any time and from time to time to grant to any other person or persons the right to use said ways, in common with the grantee (s), and the successors in title and assigns of the grantee (s) and others from time to time entitled to use the same, for the purposes set forth in the foregoing sentence hereof, (2) without limiting such other rights as said grantors may have with respect to said ways (i) the right at any time and from time to time to grade, change the grade of, surface, landscape and otherwise improve said ways and remove and dispose of soil therefrom and cut trees and brush thereon in connection therewith and (iii) the right to use said ways, and at any time and from time to time to grant to others the right to use said ways, for the purpose of installing, maintaining, replacing, relocating, removing and using sewers, drains, water mains and related equipment, gas pipes, electric light, power and telephone wires and other public services, with the necessary poles or conduits (all of which sewers, drains, water mains and related equipment, gas pipes, electric light, power and telephone wires and other public services and poles and conduits shall remain the property of said grantors or other person or persons installing the same) and (3) the right to petition said Town of Ridgefield to accept any or all of said ways as public ways or streets and to convey to said Town such easements, rights and title therein as may be necessary for such acceptance and to release said Town from any and all claims for damages on account of any such acceptance; provided, however, that the rights reserved to said grantors and their successors in title and assigns under this paragraph shall be exercisable only by (1) said grantors so long as they or the survivor of them shall own of record any land shown on said plan, and (2) such one or more of the grantee or grantees of land shown on said plan to whom rights to so exercise may be specifically assigned or granted by instrument or instruments recorded not later than thirty (30) days after the last date on which the named grantors shall own of record any such land, and the successors in title of such grantee or grantees. The granted premises are also hereby conveyed with the right to use, in common with said grantors and the owner or owners from time to time of other lots shown on said plan, for purposes of passing and repassing on foot or on horseback, and for general recreation purposes of an unoffensive nature, the greenbelt area shown on said plan.

RESTRICTIVE PROVISIONS FOR DEEDS

The granted premises (hereinafter called "the subject land") are hereby conveyed subject to the following Restrictive Provisions which shall run with the subject land and shall remain in force until August 1, 1993 and shall be for the benefit of the Grantors (as hereinafter defined) and the remaining land shown on said plan:

1. No building or other structure of any kind shall be erected, placed or allowed to stand on the subject land except one detached dwelling house, designed as a residence for one family, together with accessory buildings and structures normally appurtenant to such a dwelling situated in similar neighborhoods in said Town of Ridgefield. No dwelling house shall be used for any other purpose than as a dwelling for one family, and no garage shall be used for the storage of business trucks. No business activities of any nature shall be conducted upon the subject land, and no advertising signs shall be displayed thereon, except that a lawyer, physician, architect, dentist, real estate broker, business consultant, or insurance agent, residing in a dwelling house thereon, may maintain therein an office for his professional use and may display a small professional nameplate. Pets or other animals or birds shall not be kept in such number as to be unreasonably noisome or offensive in the neighborhood. No loam, sand, or gravel, except that resulting from landscaping or from construction permitted under this and the following paragraph, shall be removed from the subject land.

2. No building, swimming pool, driveway, fence, clothes drying facility or other structure of any kind or addition thereto shall be erected, placed or allowed to stand upon the subject land until the size, plans, specifications and location thereof shall have been approved in writing by the Approval Authority (as hereinafter defined). No owner of the subject land shall be responsible under this paragraph except for his acts and defaults while owner, nor required to remove or alter, because of violation of this paragraph, any building or other structure erected prior to his ownership, and any building or other structure or addition thereto completed for more than six (6) months shall be deemed to comply with this restriction unless suit for enforcement of this restriction has theretofore been commenced and notice thereof recorded appropriately to affect the record title to the subject land.

3. With respect to that portion of the subject land shown as constituting a part of the greenbelt area on said plan, no building or other structure of any kind shall be erected, placed or permitted to stand thereon, no trailer, vehicle, tool or equipment shall be placed or permitted to remain thereon, no cutting of trees or shrubs and no planting, dumping or digging shall be permitted thereon and the grazing of animals by the owner or owners from time to time of the subject land shall be permitted only in that portion of said greenbelt area located on the subject land.

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4. No structure or movable trailer or shelter on the subject land, other than a completed or substantially completed dwelling house conforming in all respects with the requirements of these Restrictive Provisions, shall be used even temporarily as a place of habitation.

5. The erection of any approved building or other structure on the subject land, including post-construction site cleaning and landscaping, once begun, shall be carried forward to completion with diligence; and any building or other structure not substantially completed within one (1) year after it is begun shall be removed; provided that said one (1) year period shall be extended to the extent of any periods during which construction operations are prevented by governmental regulations, strikes or casualties.

6. Within eighteen (18) months after the issuance of a building permit by said Town of Ridgefield for the construction of any building or other structure on the subject land, those portions of the subject land not covered by said building or other structure shall be placed in a neat and orderly condition, free of uprooted stumps, construction materials and other debris; any areas of the subject land not so covered which were bare of their natural growth during construction shall be covered with established grass, plants or other ground cover of a type customarily used in similar neighborhoods in said Town. If the foregoing provisions of this paragraph shall not have been complied with within said period of eighteen (18) months, the Grantors shall have the right at any time within one (1) year thereafter to perform such work as may be necessary for such compliance and shall be reimbursed upon request, by the owner or owners of the subject land at the expiration of said period of eighteen (18) months, for the reasonable cost thereof.

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7. If a dwelling house shall not have been completed upon the subject land prior to the expiration of three (3) years from the date of this deed, the owner or owners of the subject land will, within thirty (30) days after request by the Grantors (which request shall be ineffective if not made within sixty (60) days after the expiration of such three (3) year period) convey the subject land, with all improvements thereon, to the Grantors, free from all encumbrances, except encumbrances of record now existing, and for such conveyance the Grantors shall pay such owner or owners an amount equal to the purchase price paid by the Grantee to the Grantors for the subject land, plus the reasonable value of any buildings or other structures wholly or partially erected on the subject land and any other improvements thereon.

8. Until August 1, 1973 no owner of the subject land or any part thereof will sell the same to any person (other than a spouse or child of such owner) unless a dwelling house has been erected on the parcel to be sold or (1) said owner has received a bona fide offer to purchase the same,

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and (2) said owner has given the Grantors written notice (which shall be deemed to be duly given when mailed by registered mail, postage and registration charges prepaid, addressed to Lincoln Development Corporation, 701 Concord Avenue, Cambridge, Massachusetts) stating the name and address of the offeror and the terms and conditions of said offer and the encumbrances subject to which the property is to be conveyed and containing an offer by said owner to sell the same to the Grantors on the same terms and conditions as said bona fide offer, and (3) the Grantors shall not within ten (10) days after the giving of such notice have mailed or otherwise given said owner written notice that they elect to purchase the same in accordance with said offer. In the event that the Grantors shall so elect to purchase, the deed shall be delivered and the consideration paid at the Ridgefield Registry of Deeds at 11:00 o'clock in the morning on the fifteenth day (Saturdays, Sundays and holidays excepted) after the date of the giving of such notice of election to purchase. In the event that the Grantors shall not give such notice of election to purchase within the time above specified or shall, after giving such notice, fail to complete such purchase, then said owner (without prejudice to any rights against the Grantors on account of such failure) shall be free thereafter to sell and convey the premises covered by the offer to the offeror named in said owner's notice at a price not lower than that specified therein, but said owner shall not sell or convey said premises to any other person or at any lower price without again offering the same to the Grantors in the manner aforesaid. If any owner of record of the subject land or any part thereof shall make and record with Ridgefield Deeds an affidavit stating (1) that a conveyance by him is made pursuant to a bona fide offer to purchase, (2) that he has given notice to the Grantors in connection with such conveyance as required by the provisions of this deed, (3) that he has not received written notice of election to purchase given by the Grantors in accordance with the provisions of this paragraph or that the Grantors have given notice of election to purchase but have failed to complete the same in accordance with said provisions, and (4) that the conveyance is made to the person named in such notice at a price not lower than that therein stated, then such affidavit shall be conclusive evidence of compliance with the requirements of this paragraph with respect to such conveyance in favor of the grantee therein and all persons claiming through or under him. This paragraph shall not be construed to apply to bona fide mortgages or to sales or other proceedings for the foreclosure thereof.

9. The owner or owners from time to time of the subject land shall become members of a non-profit corporation which the Grantors will cause to be organized for the purpose of maintaining and improving the greenbelt area shown on said plan for the benefit of such owner or owners. The owner or owners of the subject land on January 1 of each of the three calendar years subsequent to the date of this deed shall pay to said corporation within

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thirty (30) days thereafter the amount of fifty (50) dollars to help finance such maintenance and improvements and the owner or owners of the subject land on each subsequent January first shall pay to said corporation, within thirty (30) days thereafter for the same purposes, such amount, not to exceed fifty (50) dollars, as shall be determined by vote of three-fourths (3/4) of the members of said corporation.

10. The provisions of Paragraph 2 of these Restrictive Provisions shall not be deemed to give any owner or owners of the subject land any right to approve the size, plans, specifications and/or locations of any building, swimming pool, driveway, fence, clothes drying facility or other structure of any kind or addition thereto erected, placed or allowed to stand upon the Grantors' remaining land, or any right to enforce any restriction imposed thereon, or require that any such restriction be imposed on such remaining land for the benefit of the owner or owners of the subject land.

11. As used in these Restrictive Provisions, (a) the term "Approval Authority" means the Grantors, or such approval committee of three (3) persons as may from time to time be designated by the Grantors, provided that any vacancies in the committee from time to time arising may be filled by designation by the then remaining member or members of said committee, - each such designation to be by written instrument recorded with Ridgefield Registry of Deeds, (b) the term "Grantee" means the named grantee or grantees and his or their heirs and assigns and the singular shall be construed as plural wherever the context requires, and (c) the term "Grantors" means the named grantors and the survivor of them and, for purposes of enforceability of any one or more of these Restrictive Provisions, such one or more of the grantee or grantees of land shown on said plan to whom rights of enforceability of any such Restrictive Provisions may be specifically assigned by instrument or instruments recorded not later than thirty (30) days after the last date on which the named grantors shall own of record any land shown on said plan, and the successors in title of such grantee or grantees.

12. The provisions of the foregoing Paragraphs 1 through 10, inclusive, of these Restrictive Provisions shall be enforceable only by the Grantors (as defined above) and may be waived or released in writing only by the Grantors (as so defined).

13. The Grantee, for himself and his heirs and assigns, covenants that he and they will conform with all of the foregoing Restrictive Provisions, - and each successor in title of the Grantee to all or any portion of the subject land shall by the acceptance of conveyance be deemed to have agreed to be bound thereby.

14. If restrictive provisions less restrictive than those set forth in this deed are imposed by the named grantors in any other deed conveying land shown on said plan, except a deed to said Town or other governmental authority, the recording of any such deed shall automatically constitute a waiver or release of these Restrictive Provisions to the extent necessary to make the same conform to the restrictive provisions of such other deed. Upon request by the then owner or owners of the subject land, the grantor or grantors in such other deed will deliver to such owner or owners an instrument waiving or releasing these Restrictive Provisions to the extent aforesaid.

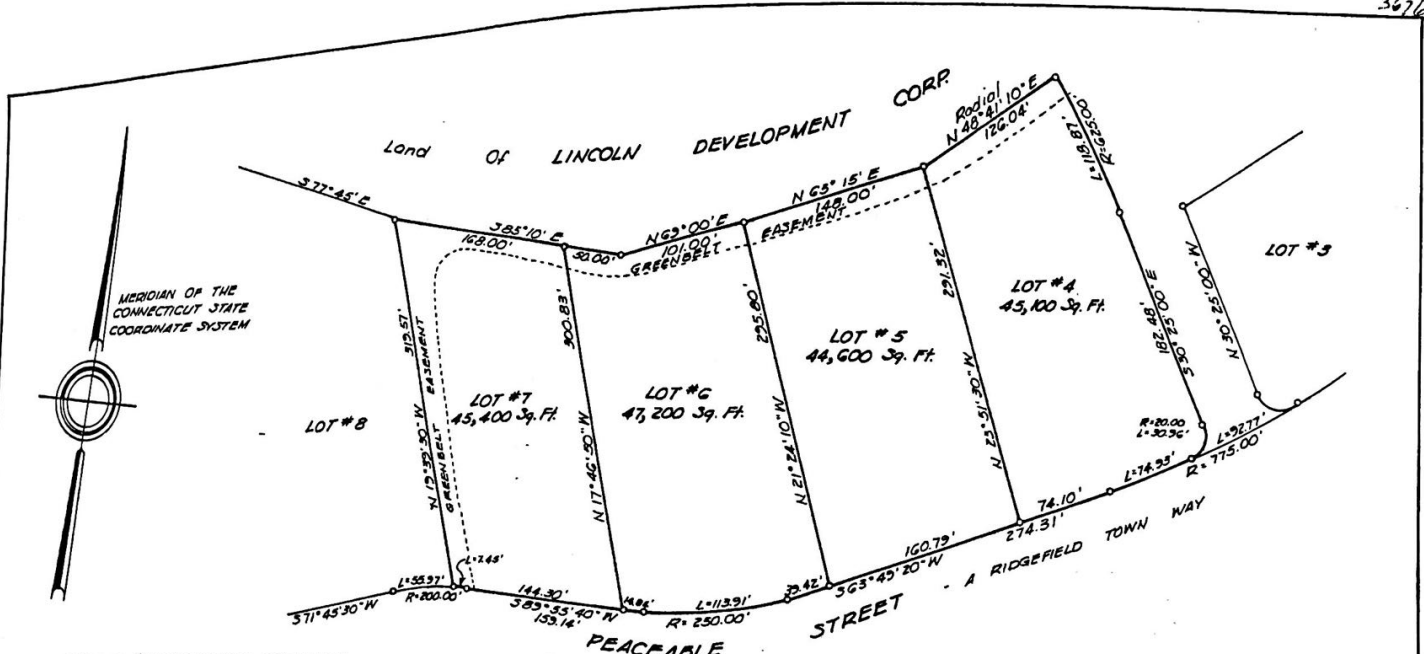
15. The named grantors shall be free at any time or from time to time to convey, subject to existing rights, to the owner or owners of the subject land all or any portion of the fee of the way shown on said plan which is adjacent to said land and the Grantee, for himself, his heirs and assigns, covenants and agrees that the recording of the instrument making any such conveyance shall be conclusive evidence of the acceptance of the same.

16. Any request hereunder by the Grantors shall be deemed duly made when mailed by registered mail, postage and registration charges prepaid, addressed to the then owner or owners of record of the subject land, as set forth in the records of the Assessors of said Town of Ridgefield, at the address or addresses of such owner or owners set forth in such records.

Received for record April 22, 1966 at 12:06 P.M. ATTEST *[Signature]*
XXXXXXXXXXXXXXXXXXXX Dora C. Savachis Asst Town ClerkXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

3676

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CERTIFIED "SUBSTANTIALLY CORRECT"
 GORDON E. AINSWORTH, REG. LAND SURVEYOR
 GORDON E. AINSWORTH & ASSOCIATES
 DEERFIELD, MASSACHUSETTS
 DECEMBER 8, 1964

Gordon E. Ainsworth

APPROVED FOR FILING
 PLANNING AND ZONING COMMISSION
 TOWN OF RIDGEFIELD, CONN.

2/16/66 *Daniel M. McKeon*
 Chairman
 PLANNING COMMISSION
 RIDGEFIELD, CONNECTICUT

APPROVED:
 Date: 5/11/65

Signed: *Daniel M. McKeon*
 Chairman

NOTE:
 Area Zoned R-1
 Unlabelled Circle Equals Iron Pipe
 To Be Set

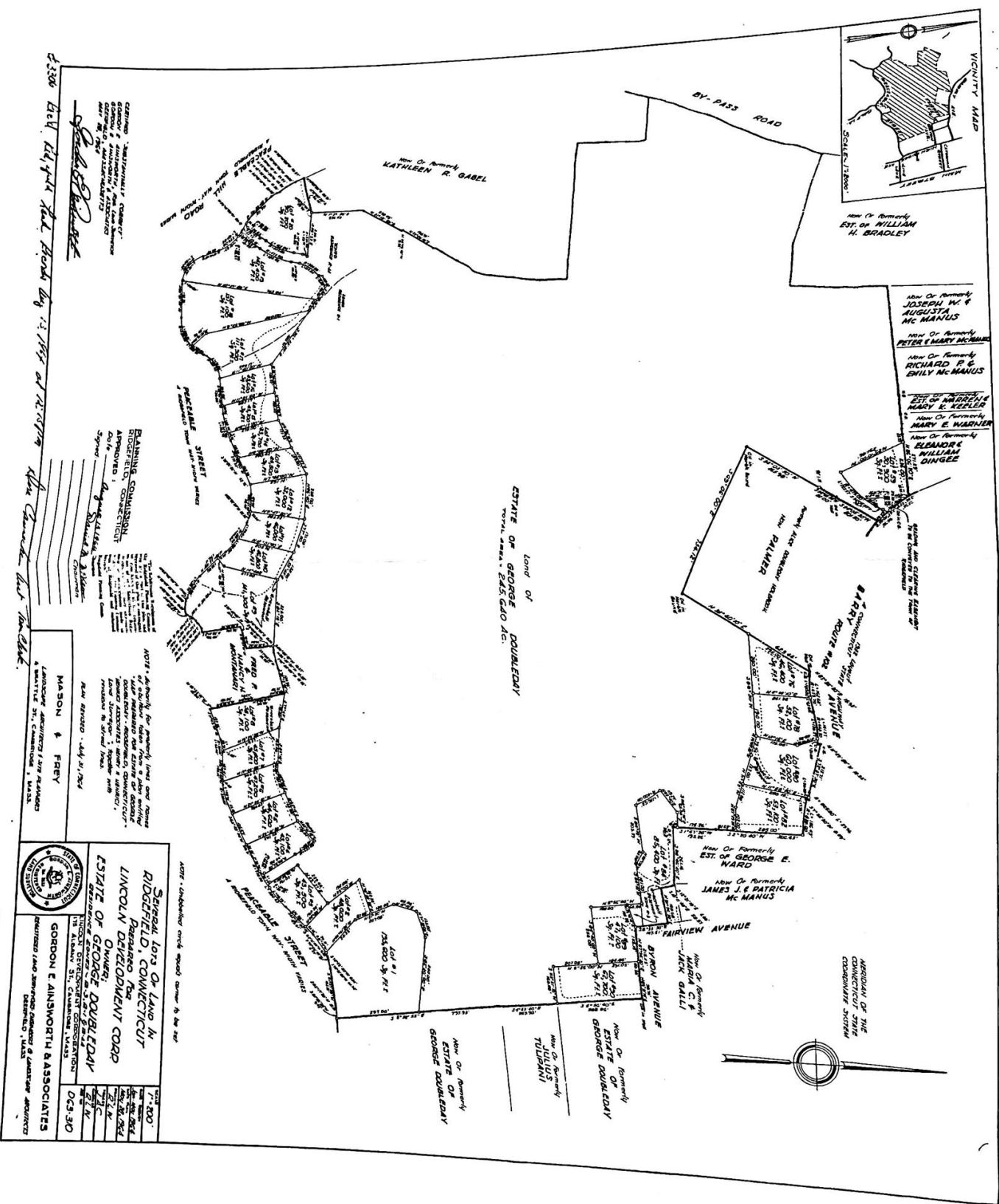
RIDGEFIELD, CONNECTICUT RE-SUBDIVISION OF LOTS #4, #5, #6 & #7 ON TOWN HALL PLAN #3306 FOR LINCOLN DEVELOPMENT CORP.		SCALE 1"=80'
		DATE SURVEY Jan-May 1964
		DATE PLAN Dec. 8, 1964
		DRAWN R.L.W.
		TRACED J.A.C.
		RECHECKED R.L.W.
		JOB NO. DG3-310
PLAN REVISED - April 30, 1965		
GORDON E. AINSWORTH & ASSOCIATES REGISTERED LAND SURVEYORS-ENGINEERS & LANDSCAPE ARCHITECTS DEERFIELD, MASS.		



John C. ...
 at 23 1966 at 10:24

John C. ...





2336 City of York had roads by 1919 of record. Also Council has the title.

GEORGE DOUGLADAY, CHAIRMAN
 BOARD OF SUPERVISORS, COUNTY OF
 YORK, NEW YORK
 1919

PLANNING COMMISSION
 APPROVED
 DATE: 1/15/64
 BY: [Signature]

NOTE: Authority for property lines and names
 was obtained from the State of
 Connecticut - RECORDS OF DEEDS
 and 'Survey' - Register of
 Deeds in State of Conn.

NEW DESIGN - July 21, 1964
 MASON & FREY
 ARCHITECTS & ENGINEERS
 400 WEST 11th STREET, CHAMBERLAIN, MASS.



Several Lots of Land in
 RIDGEFIELD, CONNECTICUT
 Proposed for
 LINCOLN DEVELOPMENT CORP
 OWNER: GEORGE DOUGLADAY
 DEVELOPER: LINCOLN DEVELOPMENT CORP
 THE STATE OF CONNECTICUT
 DEPARTMENT OF CONSERVATION
 150 MAIN STREET, HARTFORD, CONNECTICUT 06103
 DEC 30

GORDON E. AINSWORTH & ASSOCIATES
 REALTOR AND SURVEYOR
 150 MAIN STREET, HARTFORD, CONNECTICUT 06103

3306

23306