

RESTRICTIVE COVENANT AGREEMENT

AGREEMENT made as of this ____ day of _____, 20__, by and between _____ ("the Owner"). of _____ Ridgefield, Connecticut ("the Property") and **WEST MOUNTAIN ESTATES HOMEOWNERS ASSOCIATION, INC.**, ("the Association") a Connecticut non-stock corporation with a principal place of business at 126 Eleven Levels Road, CT 06877.

WHEREAS, as of the date hereof, the Owner is the record owner of the Property and took title by virtue of a deed recorded in Volume __ Page__ of the Ridgefield Land Records which Property is more particularly described therein; and

WHEREAS, pursuant to that deed the Property was properly subject to that certain Declaration of Covenants and Restrictions of West Mountain Estates, which Instrument is recorded at Volume 227 at Page 302 of the Ridgefield Land Records; and

WHEREAS, the purpose of the Declaration of Covenants and Restrictions of West Mountain Estates was to facilitate the orderly development and maintenance of the properties in order to enhance and preserve the value of those properties and to define membership in the Association; and

WHEREAS, the Association is a non-profit organization which was created to enforce the various covenants and restrictions, to maintain the recreational area of 4.965 acres to which it was deeded ownership as reflected in that certain deed recorded in Volume 258 at Page 589 of the Ridgefield Land Records, to encourage and promote the general welfare and interests of the community known as West Mountain Estates, to act for the benefit of its members and to do any and all other acts consistent with and in furtherance of the purposes and objectives set forth in its By-Laws; and

WHEREAS, by its terms, the Declaration of Covenants and Restrictions of West Mountain Estates has expired, and

WHEREAS, despite such expiration the parties to this Agreement have by their actions recognized the continued validity of the Association and of the Declaration of Covenants and Restrictions of West Mountain Estates and hereby acknowledge and recognize value that the covenants and restrictions add to their Property and are therefore desirous of continuing the following covenants, conditions and restrictions as more fully set forth below;

NOW THEREFORE, in consideration of the inducements and covenants herein given and made, and the receipt by each party from the other party of other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner does hereby acknowledge the imposition of the following covenants, conditions, restrictions and easements against the Property, which covenants, conditions, restrictions and easements shall run with the land in perpetuity, and the Association hereby recognizes its obligations to act in accordance with the purposes set forward above:

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, or other existing business person presently in the neighborhood, may maintain therein an office for his or her professional use and may display a small professional nameplate. Any other occupation not mentioned in this paragraph may be submitted to the Association for approval which approval shall not be unreasonably withheld. 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, stone wall over four feet high, 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 Association. 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 or addition erected prior to his ownership. 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. No structure or movable trailer or shelter on the subject land, excepting movable recreational vehicles, other than a completed or substantially completed dwelling house conforming in all respects with the requirements of these restrictions, shall be used even temporarily as a place of habitation.

4. 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 eighteen months (18) after it is begun shall be removed; provided that said eighteen month (18) period shall be extended to the extent of any periods during which construction operations are prevented by governmental regulations, strikes or casualties.

5. 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; and areas of the subject land not so covered which were bared of their natural growth 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 Association 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 and reasonable attorney's fees incurred.

6. The provisions of the foregoing paragraphs shall be enforceable only by the West Mountain Estates Homeowners Association, Inc., and may be waived or released in writing only by said Association.

7. The Owner, for themselves, their heirs, successors and assigns, covenant that they will conform with all of the foregoing Restrictive Provisions - and that each of Owner's successors in title to all or any portion of the subject land shall, by the acceptance of the conveyance, be deemed to have agreed to be bound thereby. Membership in the Association shall continue as long as the member is the owner of the Property and complies with applicable Restrictive Covenant Agreements and such rules and regulations as may from time to time be established by the vote of the members according to the By-laws of the Association and pays such fees, annual maintenance charges and assessments that are established by the Association in accordance with the By-laws of the Association.

8. These restrictions and conditions are to run with the land, shall continue in full force and effect and shall be binding on all subsequent Grantees.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this day of _____20____.

Signed, sealed and delivered in the presence of:

OWNER

OWNER

WEST MOUNTAIN ESTATES
HOMEOWNERS ASSOCIATION
INC.

BY: _____
DULY AUTHORIZED

STATEOF CONNECTICUT)
) ss.: Ridgefield, CT-_____20____
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me this ____ day of
_____, 20__, by _____ who acknowledged the same to
be his/her free act and deed.

Notary Public
My Commission Expires:

STATEOF CONNECTICUT)
) ss.: Ridgefield, CT-_____20____
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me this ____ day of
_____, 20__, by _____ who acknowledged the same to
be his/her free act and deed.

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