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DECLARATION  
Judy E. Walberg, Town Clerk

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF WITCHES WOODS DISTRICT, THE SUCCESSOR TO WITCHES WOODS LAKE  
ASSOCIATION, INC.  
WOODSTOCK, CONNECTICUT**

The Owners of the real property (hereinafter "Lots") listed below hereby amend and restate the Declaration of Restrictions and Covenants dated February 29, 1968 as amended on November 6, 1970. This Amended and Restated Declaration of limitations, restrictions and uses (referred to herein as the "Declaration", "Restatement" and/or "Restrictions and Covenants"), shall apply to the following Lots:

- Lots 1 to 58 inclusive
- Lots 64 to 184 inclusive
- Lots 186 to 209 inclusive

as the same are shown on maps or plans entitled "Property of CAMPERT ENTERPRISES, INC. Woodstock, Connecticut Scale 1" = 100' June 1964 Certified Substantially Correct Geo. W. Sheaffer Jr Reg. No. 5183" being Maps #315, & #316 and "Property of CAMPERT ENTERPRISES, INC. Woodstock, Connecticut Scale 1" = 100' July 1964 Certified Substantially Correct Geo. W. Sheaffer Jr Reg. No. 5183" being Map #314 which maps are recorded in the Land Records of the Town of Woodstock. These covenants shall run with the land as provided by law, shall be binding on the Owners of said Lots and on all parties and all persons claiming under them and on all future Owners. This Amended and Restated Declaration is intended to reconcile the content of the previous Declaration with current law and community needs. It is the intention of this Restated Declaration to further the purposes of the Witches Woods Tax District as set forth in Chapter 105 of the Connecticut General Statutes, promote the safety of its residents, provide a uniform and consistent aesthetic appearance and protect the value, attractiveness and desirability of the Lots, Lake and Beaches. Witches Woods Lake Owners of Lots subject to the Declaration of Covenants and Restrictions, with the approval of this Restated Declaration, ratify and confirm that the District and its Board has succeeded to the role, mission and authority formerly held by the Witches Woods Lake Association, Inc.

## ARTICLE ONE DEFINITIONS

A. "Board of Directors" shall mean those Directors elected by the voters of the District pursuant to the statutory requirements and Bylaws of the District.

B. "Bylaws" shall mean those Bylaws duly enacted by the voters of the District.

C. "Common Area(s)" shall mean those areas and Lots reserved as shown on the aforesaid maps or designated by the Directors or as described in this Declaration for the use of Lot Owners within the District.

D. "District" shall mean the Witches Woods Tax District.

E. "Lot(s)" shall mean any plot of land shown on the maps referred to above or within the District, with the exception of the common areas. Lots, or portions of Lots, that have been assembled in single ownership and designated for a single residence shall be considered a single lot.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is part of the District but shall not include those holding title merely as security for performance of an obligation.

G. "Subdivision" or "Development" shall mean the real property shown on the aforesaid maps.

## ARTICLE TWO BUILDING AND USE RESTRICTIONS

A. The Development is a single-family residential development and shall be used solely for residential purposes. No owner shall at any time conduct or permit to be conducted on any Lot any trade or business of any description, either commercial or noncommercial provided, however, that such home occupations allowed under the zoning ordinances of the Town of Woodstock and not involving outside employees or regular visits by customers, service providers or the public are permitted. The amenities and common areas within the development are private and shall not be used for the benefit of the general public.

B. No building, except a single-family residence together with garage and such accessory structures as are permitted by the Zoning, Building, Environmental and Health ordinances and codes of the Town of Woodstock, shall be permitted. No motor or mobile homes of any type shall be permanently placed upon any lot and used as a place of residence. No dwelling of less than one thousand (1000) square feet living area above ground level, exclusive of porches, breezeways and garages, or more than three stories in height above the basement or ground level shall be erected upon any lot.

C. Any construction of a new house, or renovations to the exterior of an existing home, shall be substantially completed, including the exterior finish and landscaping, within one year from the date such construction is commenced provided, however, that a right to extend the time period for completion of such construction and landscaping may be sought and obtained at the sole discretion of the Board of Directors in the event of extenuating circumstances. Such application for a variance and Board of Directors action shall be in writing.

D. No signs of any kind not authorized by the District and Town of Woodstock shall be displayed to public view on any Lot, except for signs advertising the property for sale or rent.

E. All Owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties or into the Lake to insure that sediments do not enter the natural drainage system or violate the conservation regulations of the Town of Woodstock. Certain drainage facilities are, or will be, constructed by the District on, over and across certain Lots, open spaces and in the roads and right-of-ways within the Development which facilities are for the benefit of all the properties in the Development and shall be maintained by the District.

F. All buildings and improvements shall be constructed and maintained in compliance with the applicable zoning, health and building codes of the Town of Woodstock, Connecticut, and any and all other governmental entities that have jurisdiction thereof at the time of undertaking such buildings and improvements. Construction of buildings and improvements shall also be in compliance with these Covenants and Restrictions. Owners shall submit a written application including house and site plans for proposed new homes or major improvements to the Board of Directors prior to commencing construction for its review and approval. Board of Directors review will be for the sole purpose of determining that the proposed work is in compliance with these covenants and restrictions. If the Owner provides the Board of Directors with such documentation and the Board of Directors fails to either approve such request in writing or provide written objections thereto within 30 days of receipt, the necessity for Board of Directors approval shall be waived. The proposed work shall remain subject to all of the terms and conditions set forth in this Declaration.

G. No noxious, illegal, or offensive use of property shall be carried on within any Lot or Common Area, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood.

H. No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growth or objects, shall be kept on any Lot. All residences and outbuildings shall be sided, painted or stained, from time to time, so as to maintain a reasonable and attractive state of repair.

I. Each Owner shall exercise reasonable care to retain natural vegetation, trees, shrubs, and other similar growth, properly manage drainage, and protect the lake,

roads and common areas from pollution and degradation.

J. No animals, livestock, or poultry shall be raised, bred or kept on any lot of the subdivision for commercial purposes. Household pets of gentle disposition are allowed, shall be contained within its owner's lot, and leashed in Common Areas.

### ARTICLE THREE PROPERTY RIGHTS

A. All Owners shall have the right to use all of the roads, beaches and Common Areas shown on the development maps or established by the District. The use of Common Areas, including roads, beaches, lake, boating and fishing shall be governed by rules and regulations promulgated from time to time by the District and laws and regulations of the State of Connecticut.

B. Delegation of Use: Subject to such limitations as may be imposed by the Bylaws or Rules of the District, each Owner may delegate such Owner's right of enjoyment in and to the common areas and facilities to family members, or to guests and tenants.

C. Other Easements:

1. All Lot side lines (those areas within exterior set back lines) are subject to storm water drainage easements in favor of the District for existing or future drainage installation and the maintenance, repair or replacement thereof. Easements for installation and maintenance of utilities and drainage facilities are also shown on the recorded maps or reserved within the deeds of certain Lots. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with or change the direction of flow of drainage facilities in the easements unless a variance from this provision has been approved in writing by the District Board Of Directors. The easement area of each Lot and all improvements on such lot shall be continuously maintained by the Owner of such Lot, except for improvements for which the District, a public authority or utility company is responsible.
2. The District reserves the right to install utilities of every kind including electric wires and facilities, gas and water mains and communications or cable lines or to permit the same to be done, in, upon or over the roads and passways, Common Areas and easements within the development and to grant easements in connection therewith.

**ARTICLE FOUR  
OWNERS' OBLIGATION TO REPAIR**

Each Owner, at such Owner's sole cost and expense, shall maintain and repair such Owner's residence, outbuildings and grounds, keeping the same in a good and orderly condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

**ARTICLE FIVE  
OWNERS' OBLIGATIONS TO REBUILD OR RESTORE**

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner, with all due diligence, to rebuild, repair, or reconstruct a residence in a manner that will substantially restore it to a good and orderly appearance and condition within twenty four (24) months, or such shorter period as may be required by the Town of Woodstock, after the damage occurs, unless prevented by causes beyond the control of the Owner. Alternatively an Owner may demolish and remove all debris from the lot and restore the land to a vacant, clean and presentable status within eighteen (18) months.

**ARTICLE SIX  
GENERAL PROVISIONS**

A. **Enforcement:** The District, in addition to all of its statutory powers, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of these covenants and restrictions provided that such new restrictions as may be contained herein shall take effect prospectively. Any Owner shall also have the right to enforce these provisions through available remedies at law or in equity, unless the enforcement is, by this Declaration or by law, exclusively reserved to the District. Failure to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date. Improvements and uses that exist in conformity with prior restrictive covenants may be continued as pre-existing non-conforming improvements and uses, provided, however, they shall lapse if discontinued, prohibited by municipal law, or conflict with District or Town of Woodstock rules or regulations dealing with health or safety.

B. **Severability:** Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

C. Each owner of a lot in the Development shall be bound by these covenants and restrictions, the Articles and Bylaws of the District, and such Rules and Regulations as may be promulgated and adopted by the District. Persons that are guests, tenants or visitors of Owners are subject to these restrictions and covenants.

D. Federal, State and Municipal Law: If, at any time, any of the provisions of this declaration shall be found to be in conflict with applicable governmental laws or regulations, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, and the like shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.

E. Rules and Regulations: Subject to the limitations set forth by law or in this Declaration, the District shall have the right to enact reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out the provisions of this Declaration and the mandates of the laws governing Districts.

F. Leases: All leases or rental agreements by Owners of property within the Development shall contain a provision incorporating the rules and regulations of the District, the covenants and restrictions of this Declaration and make a Tenant responsible for compliance. Such provision shall not relieve the Landlord of the obligation to see that these requirements are followed.

G. Binding effect: All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the Owners of the property within the Development, their heirs, successors and assigns. All parties claiming by, through, or under them shall be taken to hold, agree and covenant with such Owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in this Declaration.

H. Amendments: This Declaration may be modified and amended by a duly authorized vote two thirds of all of the Lot Owners, the Owners of each Lot being entitled to cast a single vote, and the recording of an instrument in proper form evidencing such action in the Land Records of the Town of Woodstock.

I. Duration: The covenants and restriction of this Declaration shall inure to the benefit of and be enforceable by the District or any Owner for a period of ten (10) years from the date of this Restatement, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless amended or otherwise agreed to in writing by at least two thirds of the Owners within of the Development.

J. Governing Law: This declaration shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

