

**AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
WOODRIDGE LAKE DEVELOPMENT  
GOSHEN, CONNECTICUT**

This Amended and Restated Declaration of Restrictions (the “Declaration”) amends and restates a Declaration of Restrictions executed July 23, 1969 by BOISE CASCADE PROPERTIES, INC. (the “Developer”) and recorded on July 23, 1969 in Volume 46, at Page 51 of the land records of the Town of Goshen (the “Original Declaration”).

**WHEREAS**, the Developer was the owner of the area in the Town of Goshen known as Woodridge Lake and shown on certain subdivision maps on file in Volume 7A in the office of the Town Clerk, Goshen, Connecticut, and bearing the general title: “Woodridge Lake, A subdivision situated in the Town of Goshen, County of Litchfield, Connecticut. Prepared for Boise Cascade Properties, Inc., Chicago, Illinois, dated July 21, 1969. Revised July 29, 1969, Revised October, 1973 and Revised June 24, 1974”, to which reference is herein made for a more particular description of the same (the “Development”): and

**WHEREAS**, prior to conveyance of lots within the Development, the Developer subjected the property to certain covenants and restrictions as contained in the Original Declaration (in addition to certain deed restrictions contained in a deed dated May 24, 1969 and amendments thereto dated June 25, 1974 and September 9, 1974, and May 26, 1989 which deed and amendments are recorded in Volume 46 at Page 8, Volume 51 at Page 26, Volume 51 at Page 371 and Volume 95 at Page 159 respectively of the Goshen Land Records); and

**WHEREAS**, the Original Declaration provided that the covenants and restrictions contained in the Original Declaration were to run with the land and be binding upon all parties having or acquiring any right, title and interest in the property or any portion thereof subject to the covenants and restrictions (sometimes referred to as “Owners”); and

**WHEREAS**, the Developer assigned to the Woodridge Lake Property Owner’s Association, Inc. (the “Association”) certain rights under the Original Declaration including without limitations (I) the easement and other rights and immunities specified in paragraphs 5A, 5B, 5D, 5E, and 5F of the Original Declaration; and (ii) the right to access, maintain and operate the lake as set forth in paragraphs 10A, 10B, and 10C of the Original Declaration; and

**WHEREAS**, the Original Declaration provided that the covenants and restrictions contained therein were to run with the land and be binding on all parties and all persons claiming under them until January 1, 1990, at which time the covenants and restrictions would automatically extend for successive periods of ten (10) years unless changed in whole or in part by vote of those persons who were then the owners of a majority of the numbered lots in the Development; and

**WHEREAS**, the Owners of a majority of the numbered lots in the Development on January 1, 1990 have voted to change the covenants and restrictions as contained in the Original Declaration, which changes are embodied in this Declaration.

**NOW THEREFORE**, the Declaration, as amended and restated by vote of the owners of a majority of the numbered lots in the Development on January 1, 1990, as aforesaid, is as follows:

All the lots located within the Development, except those owned by the Association, are designated as residential in character and are held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, subject to all the following easements, covenants and restrictions (the "Restrictions"), all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part of parts thereof, subject to such Restrictions. The Association shall have the right and privilege to designate any particular lot or tract of land within the Development which the Association now owns or may hereafter acquire for use as private recreational, club or marina facilities, and, where necessary, to apply to the necessary governmental body for appropriate classification or zoning.

**1. Residential Character of the Development.**

**A. In General.** Every numbered lot or tract of land in the Woodridge Lake Development, unless now owned or hereafter acquired by the Association and designated otherwise by the Association as provided above, is a residential lot or tract of land and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said lots except a single family dwelling house and garage and such outbuildings as are usually accessory to a single family dwelling house and no such single family dwelling house shall be occupied at any one time by more than one member household. For purposes of this provision, a "household", as the term is used herein, shall mean a family group who regularly and customarily reside together in the same house or home.

**B. Minimum Size of Lots.** No lots situated within the Development shall contain less than thirty-five thousand (35,000) square feet of area. Each of said lots shall have a minimum frontage of 150 feet on any street line or, instead, the summation of the front line and rear lot lines divided by two shall not be less than 150 feet.

**C. Residential Use of Accessory Buildings, Etc. Prohibited.** No accessory building shall be erected on any of said lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory building, or any temporary structure which may be constructed upon such lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

**D. Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited.** No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed and a Certificate of Occupancy for it has been issued by the Goshen Town Building Official.

**2. Restrictions Concerning Size and Placement of Dwelling Houses and Other Structures and the Maintenance Thereof.**

**A. Minimum and Maximum Areas and Dimensions.**

**i) Minimum Living Space Areas.** No dwelling shall be constructed on any lot in the Development having less than the following minimum square footage of living space, exclusive of porches, terraces, patios, garages, and bay-windows. No house or dwelling shall be constructed having less than 1,200 square feet of living space. In the case on one-story houses, all 1,200 square feet of living space shall be situated on the first floor of said house. In the case of multi-story houses, there shall be a minimum of 1,000 square feet of living space on the first floor. In determining the amount of square footage contained within a house, there shall not be taken into consideration any area which is wholly or substantially below ground level.

**ii) Maximum Lot Improvement Areas.** No dwelling or improvements shall be constructed on any lot in the Development which, in total, require, use, or alter more than 20% of the total square foot area of the lot. For purposes of this subsection, the term “improvements” shall include but not be restricted to the dwelling, porches, terraces, pools, patios, decks, garages, bay-windows, driveways, turnaround areas, walkways, paths and similar improvements, but shall not include lawns and similar landscape plantings.

**iii) Maximum Height.** No building or structure on any lot in the Development shall be greater in height than thirty-five (35) feet. The height shall be the vertical distance from the average ground level at the building walls to the highest point of the roof.

**B. Set Back Requirements.**

**i.) In General.** Except as may be otherwise provided in these Restrictions, or on the plat of the Development, no dwelling house or above grade structure shall be so constructed or so placed on any lot in the Development (except fences, the placement of which is provided for hereinafter) in such a manner so as to be less than:

- aa)** Twenty feet (20’) from each side line of the lot;
- bb)** Fifty feet (50’) from any road right-of-way;
- cc)** Seventy feet (70’) from the normal high water mark of Woodridge Lake except as may be shown on the recorded Plats or, if the lot is not continuous to Woodridge Lake, 20 feet or 25% of the depth of the lot (whichever is greater) from the rear line of the lot.

**ii.) Particular Rules for Application of Setback Requirements.**

**dd)** If the lot line with respect to which a setback measurement must be made is a curve, the lot line shall be viewed from the interior of the lot, and if the lot line, thus viewed, is a convex curve, the measurements shall be made along a line perpendicular to a tangent of the curve that intersects at least one of the side lines of the lot at a right angle; if the lot line, thus viewed is a concave curve, the measurement shall be made along a line perpendicular to the longest chord of the

curve that intersects at least one of the side lines of the lot at a right angle.

- ee)** If the line with respect to which a setback measurement is to be made is a meandering line, the average length of the two lines that intersect said meandering shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such an imaginary line.
- ff)** The term “side line” defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.
- gg)** The term “rear line” defines a boundary line of the lot that is farthest from substantially parallel to, the line of the street on which the lot abuts, except that on corner lots, it may be determined from either street line.
- hh)** A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard as defined by dd) above.
- ff)** In cases where the precise application of the above subsections aa) through ee) may lead to hardship or inability to pursue a proposed plan of improvement, the Environmental Control Committee may, on request, grant a written waiver with respect to any of those subsections.
- iii) Cul-de-Sacs.** If the particular lot abuts on a cul-de-sac, the front building set back line shall be on an arc the radius of which is equal to the radius of the cul-de-sac plus fifty (50’) feet.

**C. Driveway Access.** Driveway access to all lots in the Development shall be only from a public roadway that is interior lots in the Development shall be only from a public roadway that is interior to the Development except for those lots which do not any point abut on such an interior public roadway. There shall be only one single driveway access and curbside cut for each lot unless prior written approval for a driveway with two curbside cuts has been given by the Environmental Control Committee for reasons of hardship or safety.

**D. Fences.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all property lines shall be kept free and open one to another and no fences, walls or hedges shall be permitted on any lot or lot lines except there, in the opinion of the Environmental Control Committee (as it is hereinafter described), a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area or will protect the land and property of the Association and that of the owner of an abutting lot. In such cases, the Committee shall determine the size, location, height and composition of the fence or other enclosure. In cases where the property line separates property

owned by the Association from property owned by others, the Environmental Control Committee may, but shall not be obligated to, seek the agreement of those then owning the abutting lot.

**E. Exterior Construction Materials.** The finished exterior of every building constructed or placed on any numbered lot in the Development shall be primarily of exterior finishing lumber and in harmony with that used in the general area of the proposed improvement.

**F. Diligence in Construction.**

iv) Every building or other improvement whose construction or placement on any numbered lot in the Development is approved by the Environmental Control Committee shall begin within six (6) months of such approval and shall be completed within twelve (12) months after the beginning of such construction or placement. The Environmental Control Committee may, but shall not be obligated to grant an extension of the 12 month completion period of up to six (6) months. However, if construction is not completed within the approved construction period and any approved extension thereof, the owner of the lot in question at the time the approved construction period expires may be fined one or more times and in such amounts as the Environmental Control Committee may recommend and the Board of Directors of the Association may approve. Unless paid when due, such fines shall become a recorded lien on the property in favor of the Association.

v) The owner of the property is responsible at all times during the construction process for maintaining a neat and safe work site, for the control of runoff and erosion and for observing all requirements and regulations of the Association. No improvement which has been partially or totally destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

**G. Enclosed Foundations.** All structures constructed within the Development for use as a dwelling house shall be constructed upon a closed foundation and shall not be erected on piers. However, the Environmental Control Committee may, at its discretion, approve additions to existing dwellings to be on piers, provided their design and appearance also are approved by the Environmental Control Committee and satisfy the requirements of the Connecticut building code as the same may be amended.

**H. Prohibited Structures.** All structures constructed or placed on any numbered lot in the Development shall be constructed on site with a substantial quantity of new materials, and no used structures shall be relocated or placed on any such lot, except with the approval of the Environmental Control Committee. Trailer homes shall not be placed on any numbered lot in the Development at any time.

**I. Maintenance of Lots and Improvements.**

i) The owner of each lot in the Development shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly and, specifically, each lot owner shall:

- aa)** Mow said lot at such times as may be reasonable required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.
- bb)** Remove all debris or rubbish from said lots.
- cc)** Prevent the existence of any other condition upon said lot that tends to detract from or diminish the aesthetic appearance of said lot.
- dd)** Cut down and remove dead trees and limbs from said lot in accordance with Article 4.8.
- ee)** Where applicable, prevent debris or foreign material from entering the lake in the Development, or,
- ff)** When such debris or foreign material has entered the lake in the Development from said lot, to remove the same immediately.
- gg)** Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid their becoming unsightly.
- ii)** In the event that the owner of any lot in the Development shall fail to maintain said lot any improvements situated thereon in accordance with the provisions of the preceding subsections i.)aa) through i.)gg), such owner may be fined one or more times and in such amounts as the Environmental Control Committee may recommend and the Board of Directors of the Association may approve. Unless paid when due, such fines shall become a recorded lien on the property in favor of the Association.

**J. Association's Right to Perform Certain Maintenance.** In the event that the owner of any lot in the Development shall fail to maintain said lot and any improvements situated thereon in accordance with the provisions of these Restrictions, or the By-laws of the Woodridge Lake Property Owners' Association, Inc. (as it is hereinafter described) which from time to time may be in effect, and which may be relevant to these Restriction, said Association shall have the right, by and through its agents, employees or contractors to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonable necessary to make such lot and the improvements situated thereon (if any), conform to the requirements of these Restrictions. The cost therefore to the Association shall be added to and become part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Neither the Association, nor any of its agents, employees or contracts shall be liable for any damage which may result from any maintenance work performed hereunder.

### **3. Provisions Respecting Sanitary Wastes and Swimming Pools.**

- A. Disposal of Sanitary and other Wastes.** No outside toilets shall be permitted on any lot in the Development other than Association property and no sanitary waste or other similar waste shall be permitted to enter Woodridge Lake or to be discharged into the ground. Elimination of soap, chemical and other harmful elements through filtration, treatment, sedimentation or other effective methods must be approved in writing by the Environmental Control Committee and by the appropriate governmental authorities. Such approval shall also be required for the discharge into the ground, or over the ground into the lake, of the contents of all swimming pools. All swimming pools in the Development shall be operated in compliance with the ordinances, rules, regulations and permit requirements of the Torrington Area Health District, the Woodridge Lake Sewer District and the Environmental Control Committee as amended from time to time. Any violation of the Section shall constitute a nuisance which may be abated by the Association in any manner provided in law or in equity and the cost or expense of such abatement including court costs and attorney fees, where applicator shall become a charge or lien upon such lot and may be collected in any manner provided by law or in equity for collection of a liquidated debt. Neither the Association, nor any officer, agent, employee or contractor thereof shall be liable for any damage which may result from the enforcement of the Section.
- B. Connection to the Woodridge Lake Sewer District's Sewer System.** The waste disposal system of each swelling and the waste disposal system of every other improvement in the Development shall be connected to and discharge into the sewer system of the Woodridge Lake Sewer District Sewer Authority in accordance with said Authority's regulations and in a manner satisfactory to and approved by that Authority and no dwelling or other improvements shall be used for residential purposes or human habitation until such sewer connection has been completed and approved for use by all municipal and health authorities at interest.
- C. Filling and operation of swimming pools.**
- i) Filling of swimming pools.** The initial fill of both indoor and outdoor swimming pools on any lot in the Development and the repeated or seasonal refilling after such pools have been totally or partially emptied shall be made with water from a source outside of the Development imported by and at the expense of the pool's owner. Replenishment of pools to compensate for volumes lost due to evaporation and filtration may be made with water from a well or swells on the same lot, provided that such replenishment does not directly or adversely affect the volume or quality of water available to adjacent or neighboring wells.
  - ii) Operation of swimming pools.** All swimming pools on any lot in the Development shall be operated and maintained in a manner that is safe and that meets or exceeds all applicable governmental and Association regulations.
- D. Special documentation required for pools.** Copies of all permits, plans, designs and tests relating to the construction of pools shall be submitted in duplicate to the

Environmental Control Committee (as it is hereinafter described) at the time of the submission of all other plans or documents required for the obtaining form said Committee of a permit to build.

#### **4. General Prohibitions.**

**A. In General.** No noxious, dangerous or offensive activities shall be carried on, on any residential lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner or another lot in the Development.

**B. Animals.** No animals shall be kept or maintained on any lot in the Development except the usual household pets; and, in such case, such household pets shall be kept reasonably confined and kept in accordance with all applicable State and local laws, ordinances and regulations.

**C. Disposal of Garbage, Trash and Other Like Household Refuse.** No owner of any lot in the Development shall burn or permit the burning out-of-doors of garbage, trash, or other like household refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except as may be permitted in sub-paragraph "D" below.

**D. Concealment of Fuel Storage Tanks and Other Trash Receptacles.** Every tank for the storage of fuel that is installed outside any building in the Development shall be either buried below the surface of the ground in accordance with all applicable laws and regulations as the same may from time to time be amended, or screened to the satisfaction of the Environmental Control Committee, by fencing, or shrubbery. Subject to such further regulations may approve from time to tome, every outdoor receptacle for ashes, trash, rubbish, or garbage shall be so placed and kept as not be visible from any street or the lake within the development at any time, except the times when refuse collections are being made.

**E. Restrictions of Construction of Model Homes, Etc.** No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house unless prior written permission to do so shall have been first obtained from the Property Owners' Association hereinafter described.

**F. Restrictions on Temporary Structures.** No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot.

**G. Removal of Trees.** No live or dead tree over three (3) inches in diameter measured eighteen inches (18") above the base of the tree may be removed from any lot in the Development without first having obtained the written consent thereto of the Environmental Control Committee.

**H. Signs.** Except with the prior written approval of the Environmental Control Committee as it is hereinafter defined, no sign, poster, or notice of any kind whatsoever shall be erected or maintained upon any lot within the Development unless such sign shall be less than two square feet in area and shall contain only the name of the Owner of said lot and/or the street address of said lot. A temporary sign used during construction must also comply with these requirements and must be removed when the work is completed.



**I. Docks, Piers, Shoreline Alterations, Etc.** No pier, dock or similar structure may be constructed in such manner as to be permanent or so that any portion thereof extends more than 20 feet from the shore into Woodridge Lake, nor shall any pier, dock or other similar structure exceed 20 feet in total width, nor shall there be more than a single such structure installed for any lot, and in no event shall any pier, dock or similar structure be erected without plans for its location, construction, size and configuration having received the prior written approval of the Environmental Control Committee hereinafter described. Furthermore, the natural shoreline of the lake at any lot shall not otherwise be altered or extended into the lake except that riprap may be installed for protection of the original shoreline provided it follows the contours of the original shoreline.

**J. Ditches and Swales shall Not be Obstructed.** It shall be the duty of every lot owner in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be required by the Town of Goshen to accomplish the purpose of this subsection. All lot owners, where required, shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Environmental Control Committee as hereinafter described.

**K. Restrictions on Tag Sales, Etc.** No flea market, tag sale, yard sale, lawn sale, garage sale, barn sale or similar sale shall be conducted on any lot in the Development.

## **5. The Environmental Control Committee.**

### **A. Powers of Committee.**

**i) Generally.** No dwelling, building, structure or improvement of any type or kind may be constructed or placed on any lot in the Development without the prior written approval of the Environmental Control Committee. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement, including a plot plan showing the location of all improvements existing upon said lot, and the location of the improvement proposed to be constructed or placed upon said lot, each properly and clearly designated. Such plans and specifications shall set forth and describe the color and composition of all exterior materials proposed to be used, and any proposed landscaping, together with any other material or information which said Committee may require. There shall also be submitted four elevation views for each proposed new or improved structure, one for each compass point, and, if the lot in question has a significant slope in the opinion of said Committee, the plot plan shall include topographic data and contour lines for existing and proposed conditions and shall be supported by soil erosion and sedimentation control proposals designed for the conditions which may reasonably be expected during and after construction of the proposed improvement.

The application shall also be accompanied by two (2) sets of photographs, in color, appropriately identified, with lot sidelines marked, which shall show, in one or more exposures satisfactory to said Committee, the total road frontage and visible vegetation and, if the lot is contiguous to Woodridge Lake, the total shoreline frontage and visible vegetation of the lot as these exist at the time and season of the application.

All plans, drawings, etc. required to be submitted to said Committee shall be drawn to a scale of 1" = 20' for plot plans and 1/4" = 1' for house plans, or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under Section 3 of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor or engineer or architect.

**ii) Power of Disapproval.** The Committee may refuse to grant approval or approve with modifications any application to construct, place, or make the requested improvement, when:

**aa)** The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions:

**bb)** The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures:

**cc)** The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of the owners of other lots in the Development.

**iii) Power to Grant Variances.** The Committee may allow reasonable variances or adjustments of these Restrictions where literal application thereof would result in unnecessary hardship. Provided, however, that any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions; and, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Development, or be in violation of these Restrictions, or of the applicable provisions of a certain deed dated May 24, 1969, and recorded in Volume 46 Page B - 15 of the Goshen Land Records, as amended.

**iv) Power to Charge Fees.** The Committee may, if it deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities assess reasonable fees and obtain security for considering the application of any person under this Section 5. However, when a determination has been made that a fee should be charged or security be obtained, it shall be uniformly charged to all applicants, and all funds collected shall be paid to the property Owners' Association.

**B. Duties of Committee.** The Committee shall approve, approve with modifications, or disapprove of proposed improvements within 30 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notice is one of disapproval, it shall specify the reason or reasons for such refusal.

**C. Composition of Committee.** The Committee shall be composed of five members who shall be appointed by the Board of Directors of the Property Owners' Association, Inc. as hereinafter described and who shall be subject to removal by said Board of Directors at any time. Any vacancies from time to time existing shall be filled by appointment made by said Board of Directors.

**D. Liability of Committee, Etc.** Neither the Committee nor any agent thereof, nor the Property Owners' Association, shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

**E. Special Provisions Concerning Piers.** When the Committee shall permit the construction or placement of a structure wholly or partly within the lake in the Development, such permit shall constitute a mere license from the Property Owners' Association or its successors in title to said lake.

**F. Duty of Inspection.** To the extent that inspection of improvements constructed is not provided for by appropriate governmental agencies, it shall be the duty of the Committee to inspect work being performed with its permission to assure compliance with these Restrictions and applicable Property Owners' Association regulations.

## **6. Easements.**

The Property Owners' Association ("Association" hereinafter) reserves unto itself, its successors and assigns, certain easements along, across, over and upon the real estate that constitutes the Development. The easements so reserved by the Association are described as follows:

**A.** The Association, for itself, its successors and assigns, and licensees, reserves a 10 foot easement along all road rights-of-way, and a 5 foot easement along the side and rear lines of each and every lot in the Development for the purpose of installing, maintaining and operating utility lines and mains thereon, together with the right to install and maintain and operate utility lines and mains and appurtenances thereto, and reserving unto itself, its successors, assigns, and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use or uses do not interfere with the use of such easements for their intended purposes. In instances where an owner of two or more adjoining lots erects and constructs a dwelling or building which will cross over or through a common lot line, the same shall not be subject to the aforementioned 5 foot easement or upon the contiguous lot line.

**B.** The Association further reserves for itself, its successors, assigns, and licensees, for lake and shoreline maintenance and control along that portion of each lot contiguous to the shoreline of Woodridge Lake, and easement 10 feet wide. Any such lot shall also be subject to a flowage easement to an elevation of the lake as shown on the recorded plot of the Development. To wit: 1,143 feet.

**C.** The Association, for itself, its successors, assigns and licensees, reserves a 30 foot wide easement along all road rights-of-way for the purpose of cutting, filling and drainage.

**D.** The Association reserves unto itself, its successors and assigns and licensees, the right to cause or permit drainage of surface water over and or through said lots, and further, it reserves such additional easements for drainage or other purposes as may be shown on the recorded plats.

**E.** The Association reserves, for itself, its successors, assigns and licenses, an easement on each lot for the maintenance and permanent stabilization and control of slopes.

**F.** No owner or occupant of any lot in the Development shall have any claim or cause of action against the Association, its successors, assigns, or licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

**7. Rules Governing Building on Several Contiguous Lots Having One Owner.**

Whenever two or more contiguous lots in the Development shall desire to use two or more of said lots as a site for a single dwelling house, he shall apply in writing to the Environmental Control Committee for permission to so use said lots. If written permission for such use shall be so granted, the lots constituting the site for such single family dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling house. Notwithstanding the foregoing sentence of this Section, the annual charge referred to in Article 9 of this Declaration hereinafter shall continue to be levied by the Association on each of the two or more lots so improved by one single dwelling house.

**8. Ownership, Use and Enjoyment of Woodridge Lake, Parks and Recreational Facilities.**

The lake, parks, recreational facilities, and other areas within the Development which may be designated by the Property Owners' Association hereinafter described as being available for use by members of said Association, are and shall remain private and restricted to use by members of said Association, and their guests subject to such rules and regulations and conditions as the owner of the Lake, parks, and recreational facilities, aforesaid, may from time to time establish. Neither the execution or recording of the Plat of the Development, not the doing of any other act of said Association is, or is intended to be, or shall be construed as, a dedication to the public thereof.

**9. The Woodridge Lake Property Owners' Association, Inc.**

**A. In General.**

**i)** There has been created, under the laws of the State of Connecticut, a not-for-profit corporation known as the Woodridge Lake Property Owners' Association, Inc. which is herein referred to as the "Property Owners' Association", or the "Association". Every person who acquires title (legal or equitable) to any residential lot in the Development shall be a member of the Property Owners' Association. The foregoing provision requiring that owners of residential lots within the Development be members of the Property Owners' Association is not intended to apply to those persons who hold an interest in such real estate merely as security for the performance of an obligation to pay money. However, if such person should realize upon his security and become the real owner of a residential lot within the Development, he will then be subject to all the requirements and limitation imposed in these restrictions of owners of residential lots within the Development, and on members of the Property Owners' Association, including those provisions with respect to alienation and the payment of an annual charge.

**ii)** In addition to the foregoing, the Board of Directors of the Association may establish associate memberships in the Association, for persons who may from time to time be

tenants or regular occupants of dwellings within the Development and who are not otherwise entitled to the benefits of membership by virtue of being owners of residential lots within the Development. Such associate memberships, if any, shall cease automatically upon the termination of such tenancy or occupancy. Associate members shall have none of the rights of members to vote at meetings of the Association. The Board of Directors of the Association may establish fees, charges or regulations for such associate memberships which may be different from those applicable to members generally.

**iii)** In addition to the foregoing and pursuant to the terms of the aforesaid deed dated May 24, 1969 and recorded in Volume No. 46 Page 8-15 in Goshen Land Records, as amended, as aforesaid, Frances A. Roraback of the Town of Goshen, County of Litchfield and State of Connecticut and her heirs, successors and assigns shall have the power to designate additional persons to be members of the Association even though they are not owners of lots situated within the Development. At no time may the total of such membership exceed 85 in number. Each of such persons shall be for all intents and purposes a member of said Association and shall have the same rights, privileges and duties as all other members of the Association.

**iv)** The Association recognizes that the remaining six (6) designated memberships granted to predecessors in title to the lands within the development, and their heirs, successors, and assigns are not held in the following names: Alfred Wright, Marshall Thorn (2), Barrant Sweet, Elizabeth O'Brien, and Lee Clark. Each of such persons shall be for all intents and purposes a member of said Association, and shall have the same rights, privileges and duties as all other members of the Association.

**B. Purposes of the Property Owners' Association.**

**i)** The general purpose of the Property Owners' Association is that of providing a means whereby the areas within the Development designated as parks, lakes, recreational areas and other amenities on the plats thereof, and such other recreational facilities within the Development as have been or may be conveyed to the Association or established by it, may be operated, maintained, repaired, and replaced.

**ii)** An additional purpose of the Property Owners' Association is that of providing a means forth promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such roads, parks, lakes, recreational facilities or other amenities and such other recreational facilities within the Development as have been or may be conveyed to the Association.

**C. Power of Property Owners' Association to Levy and Collect Charges, and Fines and to Impose Liens.**

**i)** The Property Owners' Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law as well as the power to levy fines and a uniform annual charge against embers of the Association. Such uniform annual charge shall be determined by the Board of Directors of the Association, acting in accordance with the By-laws of said Association, after consideration of the financial requirements of the Association.

ii) Each member of the Association shall pay the annual charge for each lot owned by that member, provided, however, that in no event shall send to each member written notice of the annual charge during January of each year. Every such charge so made shall be paid by the member of the Property Owners' Association on or before thirty days from the due date or dates shown in the written notice.

iv) The rights of members of the Association as such members shall be as set forth in the By-laws of the Association.

v) No charge shall be levied against the Association itself, or any corporation that may be created to acquire title to and operate utilities serving the Development.

vi) If any charge levied or assessed against the owner of any lot subject to these Restrictions shall not be paid when due, it shall then ipso facto become a lien upon the lot or lots owned by the persons owing such charge or charges, and shall remain a lien against said lot or lots until paid in full, together with interest as is hereinafter provided, and other charges or costs which might become due as a result of non-payment, or as hereinafter provided. Such charges as are provided for in these Restrictions shall be subject to a late payment penalty and bear interest at a rate not to exceed one and one-half percent per month until paid in full. If, in the opinion of the Board of Directors of the Association, such charges have remained due and payable for an unreasonable long period of time, they may, on behalf of the Association, institute such proceedings, either in law or in equity, either by way of foreclosure of such lien or otherwise, to collect the amount of such charge in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge at the time of legal action is instituted, be obliged to pay any expenses or costs, including attorney's fees, incurred by the Association in collecting the same. Every person who shall become the owner of any lot subject to these restrictions, whether such ownership shall be legal or equitable, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified and, by acquisition of such interest, agrees that any such liens or charges which may be extant upon said lot or lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Property Owner's Association all charges that the Association shall make pursuant to this sub-paragraph 9.C. of the Restrictions.

vii) The Property Owners' Association shall upon demand, at any time, furnish a resale certificate in writing as required by state statutes signed by an officer of the Association certifying that the assessments on a specified lot have been paid or that certain assessments against said lots remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Property Owners' Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### **D. Association Enforcement Powers.**

Notwithstanding any other provision contained herein, the Board of Directors of the Property Owners' Association shall have the right to impose fines and/or suspend the voting rights, (if any) and the right to use the facilities of the Association, of any Member or Association Member as follows:

i) For any period of time during which any association charges owed by the Member or Associate Member remains unpaid:

ii) During the period of any continuing violation of the restriction covenants for the Development or violation not rectified to the satisfaction of the Board of Directors of the Property Owners' Association, after the existence of such violation shall have been declared by the Board of Directors of the Association;

iii) Because of repeated violations of the By-laws or Regulations of the Association.

**E. Notice and Hearing.** Prior to the enforcement of any provision of this Declaration of Restrictions, except in an emergency as determined in the sole discretion of the Association's Board of Directors, the following procedure shall be observed: The Board of Directors of the Association or any duly authorized committee or officer or employee of the Association (the "Enforcement Authority") proposing to take the enforcement action shall give written notice of the proposed action by first class mail to all owner(s), member(s) or associate member(s) of the Association whose interest would be materially adversely affected by the proposed action (the "Lot Owner"). The notice shall include a general statement of the proposed action and the date such action shall take effect in the absence of a written request from the Lot Owner for a hearing with regard to such action in accordance with the terms hereof, such effective date to be not less than ten (10) days from the date of mailing of the notice of the proposed action by the Enforcement Authority. The aforesaid written request for hearing must be received by the Enforcement Authority within ten (10) days of the date of mailing of the notice of the proposed action to the Lot Owner. The Enforcement Authority shall schedule a hearing not more than thirty (30) days after receipt of a written request for a hearing and shall give the Lot Owner written notice of the date, time and place of said hearing by first class mail to the Lot Owner at least ten (10) days prior to the hearing date. At the hearing, the Lot Owner shall have the right, in person or by a representative, to present evidence, subject to reasonable rules of procedure established by the Board of Directors to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Enforcement authority in the final decision. The Lot Owner shall be notified of the decision in the same manner in which notice of the hearing was given.

Any person having a right to Notice and Hearing pursuant to this provision shall have the rights to appeal to the Board of Directors from a decision of persons or committees other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original hearing.

## **10. Provisions with Respect to Woodridge Lake and Lots Contiguous Thereto.**

**A. In General.** Certain lots in the Development are contiguous to Woodridge Lake. The water in, and the land under, said lake is owned by the Property Owners' Association. Said lake is depicted on the recorded Plats of the Development, and the normal pool water elevation and high water elevation of said lake are also indicated on the said Plats. The title acquired by the grantee of the said contiguous lots (and by the successors and assigns of such grantee) shall extend only to the

shoreline of the lake, as said shoreline was established on July 23, 1969 and as if the water elevation in said lake was then at an elevation one vertical foot above normal pool water elevation. No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to any stream that is tributary to said lake, or with respect to said lake, the land thereunder, the water therein, or its elevation, use or condition, and none of said lots has any riparian rights or incidents appurtenant; provided further that title shall not pass by reliction or submergence or changing water elevations. The Property Owners' Association, its successors, assigns and licensees, shall have the right, but not the duty, at any time to dredge or otherwise remove any accretion or deposit from any of said lots in order that the shoreline of the lake may be lowered toward, or to, but not inland beyond, the location of said shoreline as it would have existed on July 23, 1969 if the water elevation in said lake had been at an elevation one vertical foot above the normal pool water elevation indicated on said plats.

**B. Reservation of Easement in Association for Operation of Lake.** The Association reserves unto itself, and its successors, assigns, and licensees, such an easement upon, across and through each of said lot contiguous to said lake as is necessary in connection with operating said lake. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Association nor any successor, assign or licensee of the Association shall be liable for damages caused by ice, erosion, washing or other action of the water or for any damage caused through the exercise of said easement or that set forth in Paragraph 10.C.

**C. Reservation of Right in Association to Change Water Elevation in Lake.** The Association reserves unto itself, its successors, assigns, and licensees, the right to raise and lower the elevation of the lake, but neither the Association, nor any successor, assign or licensee of the Association, shall have an easement to raise (by increasing the height of any dam or spillway, or otherwise) the high water elevation of said lake to an elevation above that indicated on said Development Plats, to wit: 1,143 feet.

**11. Rights of First Refusal.** Whenever the owner of any residential lot in the Development shall receive a bona fide offer to purchase said lot, which is acceptable to the owner, the said owner shall then offer to sell said lot at the price and on the terms contained in such bona fide offer to the Property Owners' Association. Such offering shall be made in writing. The Association shall have ten (10) days after receipt of such offering within which to accept or refuse such offer. If the Association fails to respond in writing within that time to advise that it accepts the offer, said owner shall be free to sell said lot to the party who shall have made said bona fide offer at the price and on the terms as aforesaid and said party shall upon acquiring title become a member of the Property Owners' Association.

**12. Remedies.**

**A.** The Association or any party to whose benefit these restrictions inure, including, but not limited to the Association's successors and assigns, may proceed at law or in equity, or, in the case of the Association, as otherwise provided in its By-laws, to prevent the occurrence or continuation of any violation of these Restrictions; provided, however, that the Association shall in no way be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.



**B.** No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of the party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

**13. Effect of Grantee's Acceptance of Deed, Etc.**

**A.** The grantee of any lot subject to these Restrictions by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the original owner or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Association and to and with the Grantees and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

**14. Titles, Etc.**

The bold faced titles preceding the various paragraphs and sub-paragraphs of the Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Declaration, wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

**15. Duration.**

The foregoing Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them in perpetuity, provided, however, that amendments to the foregoing Covenants and Restrictions may be made in whole or in part in accordance with the following procedure.

**A.** All the owners of record of not less than two hundred (200) of the numbered lots in the Development shall present a written petition, signed by said owners and certified by the Secretary of the Association as to the names and ownership interests, to the Board of Directors of the Association requesting a vote by the owners of all the numbered lots in the Development on the proposed amendment (s) set forth in the signed petition.

**B.** The Board of Directors shall call and hold a meeting open to all numbered lot owners in the Development to consider and take action on the text of the amendment(s) as proposed in the signed petition within ninety (90) days of the certification and receipt of said petition at regular schedule meeting of the Board of Directors. The meeting shall be a valid meeting of the owners of the numbered lots in the Development if called and held in accordance with the Connecticut Non-Stock Corporation Act and the Association's certificate of incorporation and by-laws.

**C.** The proposed amendments(s) shall be approved at the meeting set forth in paragraph (B) above by vote in person or by proxy of those persons who are the owners of not less than 67% of the numbered lots in the Development as of the date of such vote.

**D.** Every amendment to this Declaration shall be recorded in the Goshen Land Records and shall be effective only upon such recordation. Each amendment shall be indexed in the grantor's and grantee's index in the name of the Association.

**E.** Amendments to this Declaration to be recorded by the Association shall be prepared, executed, acknowledged, recorded and certified on behalf of the Association and the required majority of the owners of the numbered lots in the Development by any officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

**16. Severability.**

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restriction. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to take the quality or running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

**17. Savings Provision.**

In the event that this Amended and Restated Declaration shall be declared invalid by a court of competent jurisdiction, then the Original Declaration shall be construed to have been automatically extended for successive periods of ten (10) years as provided in the Original Declaration.

**IN WITNESS WHEREOF**, the undersigned, as President of the Association and as agent and attorney in fact for the owners of a majority of the numbered lots in the Development, certifies that at a meeting held on January 1, 1990, the owners of the majority of numbered lots in the Development on said date voted to change, in whole or in part, the covenants and restrictions contained in the Original Declaration by adopting this Amended and Restated Declaration.

Warren O. Kogan  
President of the Woodridge Lake Property Owners' Association, Inc.

Warren O. Kogan  
Agent and Attorney-in-Fact for the owners of a majority of the numbered lots in the Development

January 7, 1990

Attested to by Charles e. Roraback, Commissioner of Superior Court  
January 7, 1990

Filed with the Goshen Town Clerk on January 8, 1990 at 11:58 A.M. and recorded in GOSHEN Land Record Vol 96, Pages 692-729

Lorraine M. Frangi, Town Clerk

## BOOK 95 PAGE 161

or a nuisance, provided, however, that the Releasor, her heirs, successors and assigns shall be permitted to do everything reasonably necessary to keep and maintain livestock on the land formerly of the Releasor in the Town of Goshen, Connecticut, which is subject to the restrictions set forth in this deed, provided the keeping of such livestock does not unreasonably interfere with the use and enjoyment of land within the Woodridge Lake Development, nor shall the premises be devoted to any other business or commercial purpose whatever excepting, however, those premises of the Releasee and buildings thereon devoted to activities reasonably incidental to the maintenance of private, common, recreational or club facilities, including a marina for the exclusive use of the property owners, their families and guests, who have purchased lots from the Releasor or Releasee in the lake development, and excepting further, premises of the Releasor devoted to common private beach areas for the use of property owners, their families and guests, who have purchased lots from the Releasor and who are members of the Property Owners Association."

WHEREAS, CHARLES W. RORABACK and THE WOODRIDGE LAKE PROPERTY OWNERS ASSOCIATION, INC. deem it necessary and desirable to amend, and hereby do so amend, the said Deed Restrictions as amended to date so that said amended Deed Restrictions shall hereafter be effective as follows:

NOW, THEREFORE, Paragraph 9 of the said Deed Restrictions dated May 24, 1969 as added by Agreement dated June 25, 1974 said Paragraph 9 found at Volume 51, page 27 of the Goshen Land Records, is amended so that Paragraph 9 shall hereafter be effective as follows:

"9. The use of the lake created by the dam constructed by Boise Cascade Properties, Inc. shall be limited to recreational purposes customarily enjoyed on lakes, including, but not limited to, swimming, fishing, diving, scuba diving, canoeing, boating, motor boating with motors up to and including 80 horsepower, sailing, water skiing, and aquaplaning, subject to such reasonable rules and regulations of uniform applicability to all property owners adopted by Property Owners Association governing the use of said lake, provided that no such rule or regulation shall prohibit any such activity or prohibit reasonable access to the island located in said lake."

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WHEREAS, CHARLES W. RORABACK and THE WOODRIDGE LAKE PROPERTY OWNERS ASSOCIATION, INC. deem it necessary and desirable to amend, and hereby do so amend, the said Deed Restrictions as amended to date so that said amended Deed Restrictions shall hereafter be effective as follows:

NOW, THEREFORE, Paragraph 6 of the Deed Restrictions dated May 24, 1969, as amended, said Paragraph 6 found at Volume 46, page 13 of the Goshen Land Records, is amended so that said Paragraph 6 shall hereafter be effective as follows:

"6. Charles W. Roraback, his heirs and assigns, and The Woodridge Lake Property Owners Association, Inc. or its successor, acting together, reserve the right to change or modify, alter, waive, amend, add to or delete any restrictions herein set forth without the consent of any other person to whom they may have sold lots whenever it seems necessary and desirable to do so.

In addition, Charles W. Roraback, his heirs and assigns, are empowered by this deed to designate the holders of up to eighty-five memberships in the Woodridge Land Property Owners Association, Inc. at any time in the future to owners of land formerly owned by Frances A. Roraback in the Town of Goshen, Connecticut. Said additional memberships shall become effective upon written evidence presented to the Woodridge Lake Property Owners Association, Inc. or its successors that Charles W. Roraback, his heirs or assigns, have transferred such membership privilege to the person presenting such evidence."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 26th day of May, 1989.

Signed, sealed and delivered in the presence of:

Nancy J. Seymour  
Nancy J. Seymour  
Marlene S. Demski  
Marlene S. Demski

Charles W. Roraback L.S.  
Charles W. Roraback, Successor  
in interest to Frances A.  
Roraback

THE WOODRIDGE LAKE PROPERTY OWNERS ASSOCIATION, INC.

By Warren O. Kogan  
Warren Kogan, President

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STATE OF CONNECTICUT

ss: Torrington May 19, 1989

COUNTY OF LITCHFIELD

On the the 19th day of May, 1989, before me, Nancy J. Seymour, the undersigned officer, personally appeared Charles W. Roraback, Successor in Interest to Frances A. Roraback, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official sea.

*Nancy J. Seymour*  
Notary Public My commission expires 4/1/92

STATE OF NEW JERSEY

ss: Port Lee May 26, 1989

COUNTY OF BERGEN

On the the 26th day of May, 1989, before me, Joy Forte, the undersigned officer, personally appeared Warren Kogan, who acknowledged himself to be the President of The Woodridge Lake Property Owners Association, Inc., a non-stock corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Joy M. Forte*  
Notary Public  
JOY FORTE  
Notary Public of New Jersey  
My Commission Expires April 14, 1990

Received June 12, 1989 at 1:35 P.M.

Attest: *Lorraine M. Franzi* , Town Clerk

## AGREEMENT

KNOW ALL MEAN BY THESE PRESENTS:

WHEREAS, FRANCES A. RORABACK conveyed certain real estate in Goshen, Connecticut, to BOISE CASCADE PROPERTIES, INC. by Deed dated May 24, 1969 and recorded in Goshen Land Records, Volume 46, pages 8-15, in which the parties thereto were referred to as the Releasor and Releasee, respectively; and

WHEREAS, said Deed contained certain restrictive covenants and conditions as therein more fully appear (the "Deed Restrictions"), but under the provisions of Paragraph 6 of said Deed, the Releasor and the Releasee, their respective heirs, successors and assigns, acting together, reserved the right to change or modify, or alter, waive, amend, add to or delete any of the restrictions or conditions therein set forth without the consent of any other person to whom the Releasor or Releasee may have sold lots whenever it seems necessary and desirable to do so; and

WHEREAS, said Deed has been amended according to its terms by agreements dated June 25, 1974, September 10, 1974, and May 26, 1989, and recorded in the Goshen Land Records at Volume 51, page 26, Volume 51, page 371, and Volume 95, page 159 respectively; and

WHEREAS, CHARLES W. RORABACK is the residuary legatee of FRANCES A. RORABACK and succeeded by devise to all the right, title and interest of his mother, FRANCES A. RORABACK, in and to all real estate owned by her in the Town of Goshen; and

WHEREAS, THE WOODRIDGE LAKE PROPERTY OWNERS ASSOCIATION, INC. is the successor in interest to BOISE CASCADE HOME AND LAND CORPORATION, formerly BOISE CASCADE PROPERTIES, INC.; and

WHEREAS, CHARLES W. RORABACK and THE WOODRIDGE LAKE PROPERTY OWNERS ASSOCIATION, INC., deem it necessary and desirable to amend, and hereby do so amend, the said Deed Restrictions as amended to date so that said amended Deed Restrictions shall hereafter be effective as follows:

NOW, THEREFORE, Paragraph 9 of the said Deed Restrictions dated May 24, 1969 as added by Agreement dated June 25, 1974 and amended by Agreement dated May 26, 1989, said

Paragraph 9 being found at Volume 51, page 27 of the Goshen Land Records and said Amendment to Paragraph 9 to be found at Volume 95, page 161, of the Goshen Land Records, is amended so that the term "80 horsepower" shall be deleted and substituted by the term "90 horsepower." All other provisions of Paragraph 9 shall continue in full force and effect in all respects.

In addition, in order to correct a typographical error found in the Agreement dated May 26, 1989, and recorded at Volume 95, page 159 of the Goshen Land Records, the parties to this Agreement agree to delete the term "Woodridge Land Property Owners Association, Inc." as found in the fourth line in the second paragraph of Paragraph 6 of the Deed restrictions at Volume 95, page 162, and to replace that term with the correct term of "Woodridge Lake Property Owners Association, Inc." All other provisions of said Paragraph 6 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21<sup>st</sup> day of July, 2003.

Signed, sealed and delivered in the presence of:

Bonnie J. White  
Bonnie J. White

Caryn T. Cahill  
Caryn T. Cahill

John Massoni  
Lisa Feder  
Lisa Feder

Charles W. Roraback  
Charles W. Roraback, Successor in interest to Frances A. Roraback

THE WOODRIDGE LAKE PROPERTY OWNERS ASSOCIATION, INC.

By: Paul Whitby  
Paul Whitby, President

STATE OF CONNECTICUT)

) ss: Torrington

July 21, 2003

COUNTY OF LITCHFIELD )

On the 21<sup>st</sup> day of July, 2003, before me, Caryn T. Cahill, the undersigned officer, personally appeared Charles W. Roraback, Successor in Interest to Francis A. Roraback, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Caryn J. Cahill

Commissioner of the Superior Court

Notary Public, My Commission Expires: 9/30/06

New York  
STATE OF CONNECTICUT)

) ss: New York

August 12, 2003

COUNTY OF LITCHFIELD )

On the 12<sup>m</sup> day of August, 2003, before me, Paul Whitby, the undersigned officer, personally appeared Paul Whitby, who acknowledged himself to be the President of The Woodridge Lake Property Owners Association, Inc., a non-stock corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan Tysowski

Commissioner of the Superior Court

Notary Public, My Commission Expires: \_\_\_\_\_

SUSAN TYSOWSKI  
Notary Public, State of New York  
No. 02TY6079334  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires August 26, 2006