

(4)

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR RECREATIONAL FACILITY OF
GLEN OAKS CONDOMINIUMS, NEWINGTON, CONNECTICUT
AND EASEMENT

This Declaration made as of the 1st day of July 1976 by GLEN OAKS ASSOCIATES, INC., a Connecticut corporation (the "Developer"), TIMBER RIDGE MASTER CONDOMINIUM ASSOCIATION, INC., a Connecticut non-stock corporation (the "Master Association") and COVE REALTY CO. ("Cove"), a partnership.

PRELIMINARY STATEMENT

The Developer, as a successor to others, is in the process of developing a tract of land (the "Project") adjacent to Back Lane in Newington, Connecticut as shown on a certain survey entitled "Timber Ridge property now or formerly of Phi Associates, Newington, Conn. Scale 1" = 100' April, 1973 rev Jun 14, 1973 McKay Engineering Niantic, Conn", which survey is on file in the office of the Town Clerk of Newington bearing Map No. 1751 (the "Map"), said property being more fully described in Exhibit A. The Project has been, and it is intended that the balance of the Project may be, submitted in stages to the condominium form of ownership pursuant to the Unit Ownership Act of the State of Connecticut, as amended. It is further intended that the Project will be administered as an integrated community. A portion of the Project as shown on the Map as Parcel #25 is intended to be developed for recreational use and may be used by the residents of the Project (the "Facility"). The Facility was formerly leased to certain of the Condominium Associations in the Project. A

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portion of the Facility on which there is now located a Recreation Building and an indoor pool and an outdoor pool has been acquired by the Developer and the same has been conveyed to the Master Association by deed of even date herewith and recorded in the Newington Land Records prior to this Declaration, subject to a first mortgage in favor of Hartford National Bank and Trust Company dated June 17, 1976, and recorded in the Newington Land Records in Volume 290, at Page 326 ("First Mortgage"); the Master Association having granted a second mortgage in favor of Glen Oaks Associates, Inc. ("Second Mortgage"), recorded in the Newington Land Records immediately after said deed. The balance of the Facility will be acquired by the Developer, and the Developer will construct thereon two tennis courts and the same will be conveyed to the Master Association in order to complete the entire Facility. The balance of said Facility and other properties are presently under an Option Agreement in favor of Cove, which Option Agreement is recorded in Volume 285, at Page 260, of the Newington Land Records. Cove has joined in this Agreement for the sole purpose of encumbering said portion of the Facility held under said Option Agreement to the terms hereof.

The Master Association is the attorney-in-fact for certain of the Unit Owners, as of record appears, which Unit Owners now reside in:

Glen Oaks Condominium No. 1 pursuant to Declaration of Condominium by T. R. Development Corporation, recorded in Volume 234, at Page 131, of the Newington Land Records, as amended by First Amendment to Declaration of Condominium by T. R. Development Corporation, recorded in Volume 236, at Page 037 of the Newington Land Records;

Glen Oaks Condominium No. 2 pursuant to Declaration of Condominium by T. R. Development Corporation, recorded in Volume 240, at Page 122 of the Newington Land Records;

Glen Oaks Condominium No. 3 pursuant to Declaration of Condominium by T. R. Development Corporation, recorded in Volume 250, at Page 295 of the Newington Land Records;

Glen Oaks Condominium No. 4 pursuant to Declaration of Condominium by T. R. Development Corporation, recorded in Volume 257, at Page 294 of the Newington Land Records;

Glen Oaks Condominium No. 23 pursuant to Declaration of Condominium by T. R. Development Corporation, recorded in Volume 260, at Page 116 of the Newington Land Records.

Such Powers of attorney were granted to the Master Association by such Unit Owners, in part, in order to obtain the use of the Facility for such Unit Owners on such terms as the Master Association shall deem acceptable.

The Developer has required certain other Unit Owners acquiring title to Units in the Project from the Developer prior to the date hereof to enter into arrangements for the use of the Facility on terms similar to those hereinafter set forth. Subsequent condominiums declared in the Project will, by the terms of their Declarations and by the bylaws of the condominium associations formed pursuant to such declarations, require the unit owners of such associations to enter into arrangements for the use of the Facility on terms similar to those hereinafter set forth.

The Developer, Cove, and the Master Association are entering into this Declaration to define the use and rights and obligations that others may make of the Facility.

NOW, THEREFORE, for the purpose of encumbering the Project and the Facility with the following covenants and restrictions, it is agreed by Developer, Cove, and the Master Association as follows:

ARTICLE I

Definitions

As used in this instrument, the following definitions shall control, unless the context otherwise requires:

Section 1. Appurtenant Interest: (1) the undivided interest in the Common Areas appurtenant to a Unit; (2) the interest of a Unit Owner in any Units previously acquired by any of the Associations or their designees on behalf of the Unit Owners or the proceeds of the sale or lease thereof, if any; (3) the rights of a Unit Owner and the Association in the Facility and the roads of the Project; and (4) the interest of a Unit Owner in any other asset of the Association.

Section 2. Associations: Collectively, each and every Condominium Association now or hereafter formed with respect to the Project. The Associations will not be operated for profit.

Section 3. Board of Directors: The Board of Directors of the Master Association, as it may be from time to time constituted pursuant to its bylaws or law.

Section 4. Facility Charge: The fixed fee of \$10.00 per Unit per month assessed against each Unit in the Project (other than those owned by the Developer), for the use of the Facility, plus charges assessed against each Unit for the periodic share of Common Expenses allocated to a Unit (other than those owned by the Developer) with respect to the use of the Facility.

Such allocation of expenses shall be apportioned equally against

that, the portion of his legitimate family, his interests and powers.

each Unit (other than Units owned by the Developer) in the Project.

Such charges may include:

- (a) Expenses of administration, operation, protection, maintenance, repair, restoration or replacement of or additions to the Facility, including general operating reserves and reserves for replacements deemed proper by the Board of Directors.
- (b) Expenses declared common expenses by the Master Association and lawfully assessed against the Unit Owners in accordance with this instrument and/or as otherwise permitted by the condominium documents of the Associations.

Section 5. Developer: The Developer named herein, a Connecticut corporation, its successors and assigns to its interest therein.

Section 6. Master Association: Timber Ridge Master Condominium Association, Inc., an association of all condominium associations now or hereafter existing in the Project, and its successors. The name of the Master Association will be changed to Glen Oaks Master Condominium Association, Inc. All of the Unit Owners of the Associations shall be members thereof. The Master Association will have the responsibility to maintain and repair the Facility for the benefit of all users thereof.

Section 7. Person: An individual, corporation, partnership, association, trustee or other legal entity.

Section 8. Unit: A dwelling unit now or hereafter in the Project.

Section 9. Unit Owner: The Person or Persons owning a Unit, the members of his immediate family, his invitees and guests.

ARTICLE II

DEDICATION, DECLARATION AND RESTRICTION

Section A. Prior to the date hereof, each Unit Owner (other than the Developer) has agreed to be bound by the terms hereof. The condominium documents by which the various existing associations have been formed in the Project have been amended to reflect the fact that all Unit Owners in Glen Oaks are bound by the terms hereof.

The Developer, Cove and the Master Association hereby encumber the Project and the Facility as herein provided.

The Master Association and Cove hereby declare that each and every Unit Owner shall have the right and non-exclusive easement to use the Facility, equally and in common with other Unit Owners, upon paying such Unit's share of Facility Charges and Assessments. The days, hours and restrictions on such use of the Facility shall be determined by rules and regulations, as adopted and changed from time to time, by the Master Association. Such right and easement shall be appurtenant to and shall run with the title to any Unit. It is hereby declared that each Unit subsequently sold in the Project will be made subject to the terms hereof and each and every Association formed by the Developer will have, pursuant to the Declaration and Bylaws by which it is formed, a requirement that each Unit Owner (other than the Developer) who is a member of such Association pay his Unit's share of the Facility Charges and assessments.

A reference to this agreement shall be contained in the deed of conveyance from Developer to each Unit Owner subsequently acquiring title to a Unit and in successor deeds.

Section B. The Balance of the Facility shall, upon acquisition thereof by the Master Association, automatically become subject to this Declaration. Any additional land acquired by the Master Association, may, upon approval of the Board of Directors, become subject to this Declaration by recording in the Newington Land Records a supplemental declaration of covenants and restrictions with respect to such additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such supplemental declaration of covenants and restrictions may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such declaration revoke, modify or add to the covenants contained in this Declaration.

ARTICLE III

RIGHT OF ASSESSMENT

Section 1. Each holder of title to a Unit (other than the Developer) shall be deemed to covenant and agree to pay to the Master Association, as hereinafter provided:

1. the Facility Charges allocable to such Unit;
2. Special Assessments, such assessments to be fixed, established and collected from time to time by the Master Association as hereinafter provided.

The Facility Charges and such special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the Unit and its

Appurtenant Interest (other than Units owned by the Developer) and shall be a continuing lien upon such property of each such Unit and its Appurtenant Interest against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Unit Owner (other than the Developer) at the time the assessment falls due.

Section 2. Purpose of Assessments: The assessments levied by the Master Association shall be devoted to the payment of the Facility Charges and the special assessments; the same shall be applied for debt service of mortgages on the Facility, for the management, operation, protection, alteration, restoration, maintenance and improvement of or addition to the Facility, for amounts deemed proper by the Board of Directors for working capital for the Master Association, for general operating reserves, and for a reserve fund for replacements, and to make up any deficit in the Facility Charges for any prior year.

Section 3. Basis of Assessments: The Board of Directors of the Master Association, after consideration of current costs and future needs, including Facility Charges, shall establish an annual budget for each calendar year and shall levy assessments equally against the Units in the Project (other than those owned by the Developer) subject to this instrument. The total assessment shall equal the proposed budget.

Section 4. Date of Commencement of Assessments; Due Dates: The assessments provided for herein shall commence on the date fixed by the Board of Directors of the Master Association. Such assessment shall be payable in equal monthly installments on or

before the fifth day of each calendar month. If a Unit Owner acquires title to his Unit on other than the first day of a month, such assessment shall be apportioned for that month based upon a 30-day month.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 5. Duties of the Board of Directors: The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period.

Written notice of the assessment shall thereupon be sent to every Unit Owner subject thereto.

The Master Association shall, upon demand at any time, furnish to any Unit Owner liable for said assessment, or mortgagee of a Unit Owner or prospective purchaser or mortgagee of a Unit Owner, a certificate in writing signed by an officer of the Master Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment (The Personal Obligation of the Unit Owner; the Lien): If any of the assessments are not paid on the date when due (being the date specified in Section 5 of this Article), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Unit of the then Unit Owner which shall

bind such property in the hands of the then Unit Owner, his heirs, devisees, personal representatives, successors and/or assigns. The personal obligation of the then Unit Owner to pay such assessment, however, shall remain his personal obligation until such assessment is paid. Such assessment shall also be binding on all successors in title whether or not expressly assumed by then.

If the assessment is not paid within five (5) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Master Association may, at its option and without prejudice to other remedies it may have at law or in equity, bring an action against the Unit Owner personally obligated to pay the same or foreclose the lien against the property. In such event there shall be added to the amount of such assessment the cost of attorneys' fees and costs of such action.

Section 7. Subordination of the Lien to Mortgages: The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage on any Unit.

ARTICLE IV

General Provisions

Section 1. Notices. Any notice required to be sent to any Member or Unit Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Unit Owner on the records of the Master Association at the time of such mailing, or if no such address appears on the

records of the Master Association, then the appropriate Association of which the Unit Owner is a member.

Section 2. Severability: Invalidation of any one of these covenants or restrictions, or any portion thereof, by judgment or court order or other proceeding or body, shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: This Declaration may not be amended, altered or modified except by an instrument signed by the then Unit Owners of sixty-six and 66/100 (66.66%) per cent of the units, by holders of the First Mortgage and Second Mortgage on the Facility and by holders of first mortgages encumbering fifty (50%) per cent of the Units subject to mortgages, provided that any such amendment, modification or alteration of this Declaration shall not be effective until such amendment, modification or alteration is recorded in the Land Records of the Town of Newington.

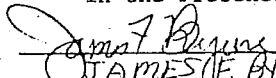
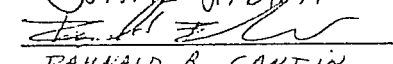
Section 4. Right of Way for Highway Purposes: The Developer and Cove, for consideration paid, hereby justly and absolutely remise, release, and forever quit-claim unto the Master Association and each Unit Owner, their heirs, successors, and assigns forever, a non-exclusive right-of-way in common with others for all purposes for which a public highway may be used, including, without limitation, the use of the Facility, over any and all roads now or hereafter constructed in the Project; to have and to hold said right-of-way unto the said Master Association and each Unit Owner, and to their heirs, successors, and assigns forever. Said right-of-way shall run with the land.

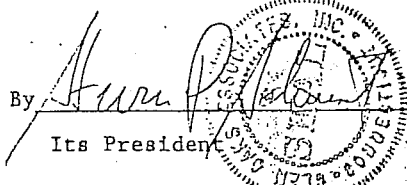
Section 5. Duration and Enforcement: The covenants, restrictions and easements contained in this Declaration shall run with and be appurtenant to the Project and shall be binding upon and inure to the benefit of the Master Association and the Unit Owners and shall be enforceable by the Master Association, its legal representatives, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. After such time this Declaration shall be automatically extended for successive periods of ten (10) years until terminated by an instrument recorded in the Newington Land Records and executed by the then Unit Owners of sixty-six and two-thirds (66-2/3%) per cent of the Units; by the holder of any mortgage on the Facility and by holders of first mortgages encumbering fifty (50%) per cent of Units subject to mortgages. Enforcement of the covenants, restrictions and easements contained in this Declaration shall be by any proceedings at law or in equity against any person or persons violating the same, either to restrain violation or to recover damages and against any Unit to enforce the lien created by this Declaration. The rights of the Master Association hereunder to collect Facility Charges and Assessments and to enforce the covenants set forth in this Declaration, including, without limitation, its rights to enforce the lien for Facility Charges and Assessments created hereunder, may be exercised in the name of and on behalf of the Master Association by the respective holders of the First Mortgage and Second Mortgage and any sums recovered in any such proceedings may be applied by such holders to their respective indebtedness secured thereby.

IN WITNESS WHEREOF, the Developer and the Master Association have caused these presents to be executed in their corporate names and behalf and their corporate seals to be affixed hereto by their Presidents and Cove has caused these presents to be executed on the day and year first above written.


Signed, Sealed and Delivered
in the Presence of:

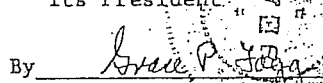
GLEN OAKS ASSOCIATES, INC.

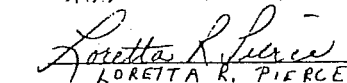
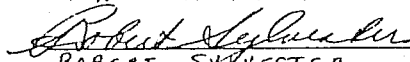

JAMES F. BYRNE

RAYMOND B. CANTIN

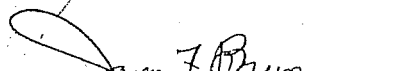
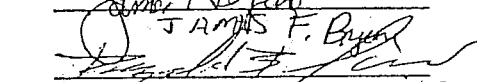
By 
Its President

TIMBER RIDGE MASTER CONDOMINIUM
ASSOCIATION, INC.

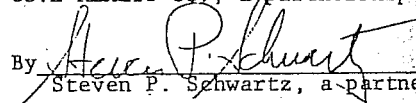
By 
Its President

By 
Its Secretary

 } to
LOREITA R. PIERCE } each

ROBERT SYLVESTER


JAMES F. BYRNE

RAYMOND B. CANTIN

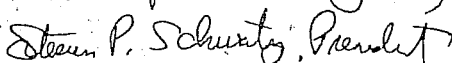
COVE REALTY CO., a partnership

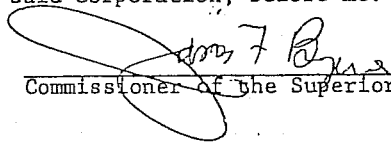
By 
Steven P. Schwartz, a partner

STATE OF CONNECTICUT }
COUNTY OF HARTFORD }

ss.

Hartford Jan 13, 1977

Personally appeared,  of
GLEN OAKS ASSOCIATES, INC., signer and sealer of the foregoing
instrument, and acknowledged the same to be his free act and deed,
and the free act and deed of said corporation, before me.


Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss. December 12, 1976

Personally appeared, Edwin H. May III President
and Grace P. Fagg Secretary of TIMBER RIDGE
MASTER CONDOMINIUM ASSOCIATION, INC., signers and sealers of the
foregoing instrument, and acknowledged the same to be their free
act and deed, and the free act and deed of said corporation,
before me.

Anna Maria Lomino
Commissioner of the Superior Court
Notary Public Comm Exp 3-31-77

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss. Hartford, Jan 13, 1976

The foregoing instrument was acknowledged before me by
STEVEN P. SCHWARTZ and a partner, on behalf of
COVE REALTY CO., a partnership.

James F. Byrne
Commissioner of the Superior Court

TIMBER RIDGE MASTER CONDOMINIUM
ASSOCIATION, INC.,
ATTORNEY-IN-FACT FOR
UNIT OWNERS PURSUANT TO
POWERS OF ATTORNEY RECORDED
OF EVEN DATE HEREWITH

Witnessed by:

Thomas W. Pierce

By Edwin H. May III
Its President

Alice M. Hart

By Grace P. Fagg
Its Secretary

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss. Newington, Ct. December 16, 1976

Personally appeared, Edwin H. May III President
and Grace P. Fagg Secretary of TIMBER RIDGE
MASTER CONDOMINIUM ASSOCIATION, INC., ATTORNEY-IN-FACT FOR UNIT
OWNERS PURSUANT TO POWERS OF ATTORNEY RECORDED OF EVEN DATE
HEREWITH, signers and sealers of the foregoing instrument, and
acknowledged the same to be their free act and deed, and the free
act and deed of said corporation, as aforesaid, before me.

Loretta R. Pierce
Notary Public

My Commission Expires: 3/31/78

SCHEDULE A

A certain piece or parcel of land situated on the westerly side of Back Lane in the Town of Newington, County of Hartford and State of Connecticut, being more particularly bounded and described as follows, to wit:

Commencing at a point on the westerly line of Back Lane, which point marks the northeasterly corner of land now or formerly of Jessie E. Chaffee and the southeasterly corner of the herein described premises; thence running S 80° 12' 05" W, 1185.4 feet to a point; thence running S 82° 26' 35" W, 224.01 feet to a point; thence running S 82° 22' 00" W, 383.6 feet to a point; thence running S 79° 32' 22" W, 423.14 feet to a point, said last three (3) courses running along the northerly line of land now or formerly of Lylli Uskela; thence running northerly along the easterly line of Kitts Lane in a curve to the left with a radius of 570.13 feet, a distance of 148.26 feet to a point; thence continuing northerly along the easterly line of Kitts Lane in a curve to the right with a radius of 427 feet, a distance of 365.175 feet to a point; thence continuing northerly along the easterly line of Kitts Lane in a curve to the left with a radius of 493.0 feet, a distance of 215.11 feet to a point; thence running N 8° 47' 20" W along the easterly line of Kitts Lane, 336.53 feet to a point marking the south-westerly corner of land now or formerly of Victor P. Gagliardi; thence running N 80° 50' 10" E, 300 feet to a point; thence running N 8° 47' 20" W, 135 feet to a point, said last two (2) courses running along land now or formerly of said Gagliardi; thence running N 80° 50' 10" E, 49.88 feet to a point; thence running N 84° 32' 00" E, 697.84 feet to a point, said last two (2) courses running along land now or formerly of Michael J., Edward Allen and Carol J. Shapiro; thence running N 80° 17' 05" E, 521.32 feet to a point; thence running N 78° 00' 15" E, 239.55 feet to a point; thence running N 80° 26' 55" E, 194.13 feet to a point, said last three (3) courses running along land now or formerly of Eleonor B. Gagliardi; thence running S 9° 10' 57" E, 100 feet to a point; thence running N 80° 26' 55" E, 200.01 feet to a point in the westerly line of Back Lane, said last two (2) courses running along land now or formerly of Frances M. DeGiralamo; thence running S 9° 10' 57" E, along the westerly line of Back Lane, 80 feet to a point marking the northeasterly corner of land now or formerly of John Shenuski; thence running S 80° 49' 03" W along land now or formerly of said Shenuski, 200 feet to a point; thence running S 9° 10' 57" E along land now or formerly of said Shenuski and land now or formerly of Bernard DeLeo, in part by each, in all, 271.0 feet to a point; thence running N 80° 49' 03" E, 200 feet to a point in the westerly line of Back Lane marking the southeasterly corner of land now or formerly of said DeLeo; thence running S 9° 10' 57" E, 34.5 feet to a point; thence running S 9° 08' 38" E, 55.5 feet to a point, said last two (2) courses running along the westerly line of Back Lane; thence running S 80° 51' 22" W, 150 feet to a point; thence running S 9° 08' 38" E, 90 feet to a point; thence running N 80° 51' 22" E, 150 feet to a point on the westerly line of Back Lane, said last three (3) courses running along land now or formerly of Jan and Gertrude Torbic; thence running S 9° 08' 38" E, along the westerly line of Back Lane, 513 feet to the point or place of beginning.

RIBICOFF AND KOTKIN, ATTORNEYS AT LAW, HARTFORD, CONNECTICUT

ADAM & BY
ATTORNEYS A
FINANCIAL I
19TH FLDI
HARTFORD, C

Received for Record March 3, 1977 at 8:30 A. M. Attest *Edward J. Seremet*
Town Clerk

GLEN OAKS ASSOCIATES, INC., a Connecticut corporation with its principal place of business in the Town of Hartford, County of Hartford and State of Connecticut, for consideration paid, grants to TIMBER RIDGE MASTER CONDOMINIUM ASSOCIATION, INC., a Connecticut non-stock corporation, with its principal place of business in the Town of Newington, County of Hartford and State of Connecticut, with QUIT-CLAIM COVENANTS, all that certain piece or parcel of land, with buildings and improvements situated thereon, located in the Town of Newington, County of Hartford and State of Connecticut and being more particularly bounded and described in Schedule A attached hereto.

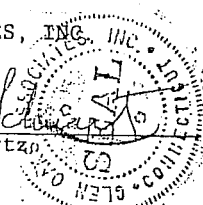
Signed this 12th day of December, 1976.

Witnessed by:

GLEN OAKS ASSOCIATES, INC.

James F. Byrne
James F. Byrne
Robert B. Fawber
Robert B. Fawber

By Steven P. Schwartz
Steven P. Schwartz
Its President



STATE OF CONNECTICUT)
COUNTY OF Hartford } ss. Hartford, Jan 13, 1977

Personally appeared STEVEN P. SCHWARTZ, President of said corporation, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

James F. Byrne
Notary Public
Commissioner of the Superior Court
Conveyance Tax received
\$446.60
Edward Sheen
Town Clerk of Newington

0565

SCHEDULE A

A certain piece or parcel of land with the buildings and improvements now or hereafter thereon situated in the Town of Newington, County of Hartford and State of Connecticut, being more particularly bounded and described as follows, to wit:

Commencing at a point on the westerly line of Back Lane, which point is 188.00 feet northerly of the northeasterly corner of land now or formerly of Jessie Chaffee as measured along the westerly line of Back Lane; thence running S 80° 51' 22" W, a distance of 10.00 feet to a point; thence running northwesterly along the arc of a curve to the left having a central angle of 30° 30' 00" and a radius of 273.00 feet, a distance of 145.33 feet to a point; thence running N 68° 38' 38" W, a distance of 184.03 feet to a point; thence running northwesterly along the arc of a curve to the left having a central angle of 54° 30' 00" and a radius of 600.00 feet, a distance of 570.72 feet to a point; thence running S 56° 51' 22" W, a distance of 9.83 feet to the point or place of beginning; thence running S 80° 36' 42" W, a distance of 148.38 feet to a point; thence running N 8° 04' 55" W, a distance of 203.00 feet to a point; thence running N 80° 36' 42" E, a distance of 165.00 feet to a point; thence running S 8° 04' 55" E, a distance of 50.00 feet to a point; thence running N 80° 36' 42" E, a distance of 35.00 feet to a point, thence running S 8° 04' 55" E, a distance of 131.67 feet to a point; thence running southwesterly along the arc of a curve to the left having a central angle of 4° 31' 42" and a radius of 600.00 feet, a distance of 47.42 feet to the point or place of beginning.

non-exclusive

Together with a right-of-way for all purposes for which a public highway may be used appurtenant to the hereinbefore described parcel under, over and upon the following described premises:

Commencing at a point marking the southwesterly corner of the hereinbefore described parcel; thence running N 80° 36' 42" E, a distance of 148.38 feet to a point; thence running N 56° 51' 22" E, a distance of 9.83 feet to the point or place of beginning; thence running S 33° 08' 38" E, a distance of 50.00 feet to a point; thence running northeasterly along the arc of a curve to the right having a central angle of 54° 30' 00" and a radius of 550.00 feet, a distance of 523.16 feet to a point; thence running S 68° 38' 38" E, a distance of 184.03 feet to a point; thence running southeasterly along the arc of a curve to the left having a central angle of 30° 30' 00" and a radius of 323.00 feet, a distance of 171.94 feet to a point; thence running N 80° 51' 22" E, a distance of 10.00 feet to a point; thence running N 9° 08' 38" W, a distance of 50.00 feet to a point; thence running S 80° 51' 22" W, a distance of 10.00 feet to a point; thence running northwesterly along the arc of a curve to the left having a central angle of 30° 30' 00" and a radius of 273.00 feet, a distance of 145.33 feet to a point; thence running N 68° 38' 38" W, a distance of 184.03 feet to a point; thence running northwesterly along the arc of a curve to the left having a central angle of 54° 30' 00" and a radius of 600.00 feet, a distance of 570.72 feet to the point or place of beginning.

Said premises are subject to a mortgage to The Hartford National Bank and Trust Company dated June 17, 1976, and recorded in Volume 290, Page 326 of the Newington Land Records, which mortgage the grantee herein expressly assumes, and to all liens, covenants, and restrictions of record, and to any state of facts an accurate survey or personal inspection might reveal.

RIBICOFF AND KOTKIN, ATTORNEYS AT LAW, HARTFORD, CONNECTICUT

Received for Record March 3, 1977 at 8:32 A M. Attest *Edward J. Laramie*
Town Clerk.