

**MATTABASSET**

**DECLARATION OF COVENANTS AND RESTRICTIONS**

DECLARATION made this 8<sup>th</sup> day of October, 1971 by Del Favero Builders, Inc., a Connecticut corporation having its principal office in Meriden, Connecticut, hereinafter referred to as Developer,

**WITNESSETH:**

WHEREAS, Developer owns certain real property described in Section II hereof and desires to construct or cause to be constructed thereon a planned residential community with permanent parks, open spaces and other common facilities for the benefit of such community and the social welfare of the Owners of the Lots and Living Units and the Tenants residing within such community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the preservation, maintenance and improvement of said parks, open spaces and common facilities and to that end desires to subject the real property described in Section II hereof and such additional real property as may be added thereto to the covenants, restrictions, easements, charges, assessments and liens set forth herein; and

WHEREAS, Developer desires to develop such real property so that all the buildings and other structures thereon shall be harmoniously designed, landscaped and located and to the end and also for the purpose of maintaining such harmony for the benefit of such property and its owners, and the person residing therein, Developer further desires to subject such real property to the covenants and restrictions relating to the architecture and landscape review set forth in Sections V and VI hereof; and

WHEREAS, Developer has deemed it desirable to create an agency to which should be delegated the powers of maintaining, improving and administering the community facilities, promoting the social welfare of the residents and Owners of property in the community, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated as a Nonstock Corporation under the laws of Connecticut, Mattabasset owners Association, Inc. for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developer declares that the real property described in Section II hereof and such additional real property as may be added thereto pursuant to the terms hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens (hereinafter called collectively, "Covenants and Restrictions") hereinafter set forth.

SECTION I  
DEFINITIONS

As used in this Declaration of Covenants and Restrictions and all Amendments hereof, unless the context otherwise requires, the following definitions shall prevail:

- A. Declaration means this instrument, as it may be from time to time amended.
- B. Association, Owners Association or Mattabasset Owners Association means Mattabasset Owners Association, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Connecticut and having its office in Meriden, Connecticut.
- C. By-Laws means the By-Laws of the Mattabasset Owners Association, Inc.
- D. Mattabasset means a planned unit development situated on the northerly side of Baldwin Avenue in the City of Meriden, County of New Haven, and State of Connecticut.
- E. Single family detached living unit means a house built on a lot in one of the clusters of lots at Mattabasset.
- F. Attached living unit or town house means a condominium unit in one of the condominiums at Mattabasset.
- G. Unit or living unit means a single family detached living unit or an attached living unit.
- H. Owner, unit owner, home owner or lot owner means any person, persons or legal entity owning an interest in the land at Mattabasset.
- I. Lot means a piece or parcel of land, located in one of the cluster areas at Mattabasset, the title to which is transferred to a purchaser of a single family detached living unit, as opposed to a fractional interest as conveyed in the condominium area.
- J. Members means any owner of a living unit at Mattabasset.
- K. Assessment means a sum of money computed by the Board of Directors of Mattabasset Owners Association, Inc. to be the sum due from each member to meet the regular and ordinary expenses in accordance with the By-Laws, annually.
- L. Special Assessment means a sum of money computed by the Board of Directors of Mattabasset Owners Association, Inc. to be the sum due from each member to meet an extraordinary or capital expenditure in accordance with the By-Laws.
- M. The Properties means any of the land and/or living units at Mattabasset.
- N. Common Land means the land owned or to be owned by Mattabasset Owners Associations, Inc., and not to be conveyed to or owned by the owners of any of the living units, and shall include but not be limited to all land shown as "Common Land" on the map, referred to in

Section II hereof, all roads and pedestrian walks shown on said map, all planting easements shown on said map, and all present and future improvements on the foregoing land, roads, pedestrian walks and easements.

## SECTION II

### DESCRIPTION OF THE PROPERTY

The property which is the subject of this Declaration of Covenants and Restrictions shall consist of the property as shown on a map entitles, "Mattabasset Meriden Preliminary General Site Plan 11 Feb 70 1" = 50' Del Favero Builders Inc Developers Edmund Van Dyke Cox Architect Cahn Engineers, Inc Site Planners" to be filed in the Meriden Town Clerk's Office, bounded and described as follows:

NORTHERLY : by land now or formerly of Edward J. and Caroline Pierzanowski,  
1,775± feet;  
EASTERLY : by land now or formerly of Anna M. Falk, 1,680± feet;  
SOUTHERLY : on Baldwin Avenue, 578± feet;  
WESTERLY : by land now or formerly of Richard and Barbara Benson, 215± feet;  
again  
SOUTHERLY : by land now or formerly of Richard and Barbara Benson, 94.3± feet;  
again  
EASTERLY : by land now or formerly of Richard and Barbara Benson, 15± feet;  
again  
SOUTHEASTERLY : by land now or formerly of Richard and Barbara Benson, 120± feet;  
again  
EASTERLY : by land now or formerly of Richard and Barbara Benson, 125± feet;  
again  
SOUTHERLY : on Baldwin Avenue, 351± feet; again  
WESTERLY : by land now or formerly of Margaret A. and David E. Myers, 200±  
feet; again  
SOUTHERLY : by land now or formerly of Margaret A. and David E. Myers, 200±  
feet; again  
WESTERLY : by land now or formerly of Crandall F. Fohlin, et al., 682± feet; again  
SOUTHERLY : by lands now or formerly of Ransom L. Baldwin, et al., 265± feet;  
again  
WESTERLY : by lands now or formerly of Ransom L. Baldwin, et al., 175± feet;  
again  
SOUTHERLY : by land now or formerly of Helen Perzanowski, 200± feet; again  
WESTERLY : on Bee Street, 230± feet; and  
NORTHWESTERLY : by land nor or formerly of the Penn. Central Co., 48± feet.

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## SECTION III

### COVENANT FOR MAINTENANCE ASSESSMENTS

The developer for each single family detached living unit and for each attached living unit owned by it or to be created by it within Mattabasset hereby covenants and each Owner of any such units by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association assessments, special assessments and maintenance charges as follows:

3.1 Every owner of any attached living unit and/or detached living unit which is subject by covenants of record to assessments by the Association, shall be a member of the Association.

A. The members of the Association shall not be entitled to a vote until

- (1) The sale of the last living unit;
- (2) January 1, 1980; or
- (3) At an earlier date at the option of the developer, whichever shall first occur. Thereafter the Association shall have one class of voting membership in accordance with the following:

Except as hereinafter provided in this section each member of the Association as defined in Section I hereof shall be entitled to one vote for each attached or detached living unit in which he holds the interest required for membership by Section I. When more than owner person holds such interest or interest in any attached or detached living unit, all such persons shall be members, and the vote for such attached or detached living unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such attached or detached living unit.

3.2 Each owner of any attached living unit and/or detached living unit shall pay an annual assessment to the Owners Association. Such assessments shall be paid in twelve (12) equal monthly installments which shall be payable on the first of each month during the assessment period.

3.3 The Board of Directors of the Owners Association, after consideration of the current costs and future needs shall establish an annual budget and shall levy assessments equally against the owners of said units in proportion to the total number of units subject to this Declaration and against any additional units brought within this Declaration. The total assessment shall be equal to the proposed budget.

3.4 Such assessment shall be used exclusively for the following purposes:

- A. Repair, maintenance and snow removal on all the roads and paths in Mattabasset;
- B. Care and maintenance of the Common Land;
- C. Care, maintenance and supervision of the swimming pool, recreational and allied facilities;
- D. Insurance for the swimming pool, recreational and allied facilities, common land, roads and pathways, including liability insurance for all the Mattabasset Development;
- E. Street lighting and taxes, if any;
- F. Promoting the social welfare of the Tenants and Owners;

3.5 Special assessments may be levied by the Mattabasset Owners Association against the respective members thereof only after approval by the membership of the Mattabasset Owners Association at a meeting specially called for that purpose and by a vote of 2/3rds of the members present and voting, either in person or by proxy in accordance with the By-Laws.

3.6 Capital improvements may only be built from surplus funds raised by assessments and/or special assessments of said Association.

3.7 Special assessments shall be payable as voted by the membership at the special meeting called to establish the special assessment.

3.8 All assessments and special assessments, together with interest thereon and all costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and a continuing lien upon the property against which such assessment is made and shall also be the personal obligation of the Owner of such property at the time the payment thereof shall become due.

3.9 Annual assessments for each year shall be fixed as promptly as practicable after October 1 of the previous year, and shall be payable monthly commencing on January 1 of the following year.

3.10 The lien of the assessments and special assessments provided for herein shall be subordinate and second in lien to the lien of any first mortgage placed upon a lot and the improvements thereon, or a living unit and held by a bank, insurance company or savings and loan association ("First Mortgagee") or the successors and assigns of same; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale of such lot or living unit or the title to such lot or living unit vesting absolutely in said First Mortgagee pursuant to a judgement of foreclosure or other proceedings in lieu of foreclosure. No such sale or transfer shall relieve a lot or living unit or the owner thereof from liability for any assessments or special assessments thereafter becoming due nor from the lien of any subsequent assessment.

3.11 The following property subject to this Declaration shall be exempt from the assessments, special assessments and liens created herein; (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by a public authority and devoted to public use; (b) all Common Land; and (c) all public utility easements.

3.12 Interest on all assessments and special assessments shall accrue at the rate of 1% per month from the due date in the event payment of such assessments and special assessments has not been made within thirty (30) days of the due date.

3.13 Nothing hereunder shall permit the developer to assess the members for capital improvements to be constructed by it pursuant to the general plan of development as approved by the Court of Common Council and Planning Commission of the City of Meriden.

#### SECTION IV

##### RIGHTS IN COMMON LAND

4.1 Every Owner shall have a right and easement of enjoyment in and to the Common Land, which easement shall be appurtenant to and shall pass with every title to every Lot and Living Unit.

Each Owner shall have the right to delegate such rights of enjoyment to his tenants, guests and to persons residing with him.

4.2 The rights and easements of enjoyment in the Common Land created hereby shall be subject to:

(a) the right of the Owners Association, in accordance with its Certificate of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Land and in aid thereof to mortgage said properties;

(b) the right of the Board of Directors, as provided in the Certificate of Incorporation of the Owners Association or its By-Laws, to suspend such enjoyment rights of any Owner for any period during which any assessment for which such Owner is liable remains delinquent and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations relating to the use of the Common Land and the facilities thereon by the Owner, his tenants, guests or any person residing with the Owner; and

(c) the right of the Owners Association to dedicate or transfer all or any part of the Common Land to any public agency, authority or utility for such purposes and subject to such conditions as its Board of Directors shall deem wise.

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## SECTION V

### ARCHITECTURE AND LANDSCAPE REVIEW COMMITTEE

5.1 An Architecture and Landscape Review Committee ("the Committee") having five (5) members and appointed as hereinafter provided shall have the exclusive authority to administer the provisions set forth in Section VI hereof,.

5.2 Developer shall have exclusive authority until January 1, 1980 or until all of the living units have been sold to appoint all the members of the Committee and to replace any member of the Committee at any time.

5.3 Members of the Committee need not be Members of the Association. All appointments to the Committee and all replacements of members of the Committee shall be by written instruments executed by a duly authorized officer of Developer in the same manner as that required by law for the conveyance of interests in real property which written instruments shall set forth the name and address of each person thereby appointed to the Committee and shall be recorded in the same land records in which this Declaration is recorded, or if any such instrument shall not be lawfully so recordable, then a copy thereof shall be mailed, postpaid, to each Owner at his last known address.

5.4 All matters requiring Committee action shall be decided by a majority vote of the Committee.

5.5 Developer shall have the right, at any time, to delegate to the Board of Directors its right to appoint and replace members of the Committee. The members of the Committee from time to time in office shall have authority to make and revise By-Laws for the conduct of the affairs of the Committee.

5.6 The Developers exclusive authority as set forth in paragraph 5.2 shall cease on January 1, 1980 or when all of the land has been sold by the Developer, whichever shall first occur, and said authority shall then vest exclusively in the Board of Directors of the Association.

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## SECTION VI

### ARCHITECTURE AND LANDSCAPE REVIEW

6.1 No structure or other improvement of any kind or description; including without limitation by the specification thereof, any building (including accessory buildings), trailer, tennis court, fence, hedge, windbrake, swimming pool, patio, statuary or monument shall be constructed or moved onto any Lot or onto the Common Land without the prior written consent of the Committee.



6.2 No alteration to the exterior of any structure (including any alteration in the exterior color thereof) and no addition to any structure at any time existing on any Lot or on the Common Land shall be made without the prior written consent of the Committee. The Committee, in considering such consent, shall be guided by the purposes set forth in the preamble to this Declaration.

6.3 As a condition to considering any application for permission to construct, alter or make additions to any structure or other improvements, the Committee shall have the right to require the applicant (including the Association) to deposit and leave on file with it any information relating to the proposed construction, alteration or addition which the Committee shall reasonable request including, without limitation, complete plans, specifications and lot plans therefor, showing the exterior design, height, building materials and exterior color thereof, the location of the proposed structure plotted horizontally and vertically, the general plan of landscaping, the location and dimensions of any driveways, fencing, walls and windbrakes, any exterior lighting system or fixtures, any antennas, and the grading plan.

6.4 The Committee shall have the right to grant is permission for any such construction, alteration or addition on the condition that it be modified or changed in such manner as the Committee shall direct and in the event of any such modifications or changes to withhold its written consent until the applicant shall deposit with the Committee such plans, specifications and lot plans as the Committee shall request showing the proposed construction, alteration or addition, as finally approved.

6.5 No tree having a diameter of two (2) inches or more at a point one (1) foot above the surrounding ground level shall be destroyed or removed without the prior written consent of the Committee.

6.6 The exterior of all structures located on any Lot which are visible from any point on any adjacent Lot shall be maintained by the Owner is good repair and appearance and if any Owner shall fail so to do, the Committee by its agents or employees may, at its option, and on not less than one hundred eighty (180) days notice to the Owner, go upon the Lot and take such action as may be necessary to put the structures thereon in a state of good repair and appearance.

6.7 Each Owner of a Lot shall maintain the grounds thereof in a neat and attractive manner and upon the failure of the Owner so to do, the Committee, by its agents or employees, may, at the option of the Committee, and on not less than thirty (30) days notice to the Owner, enter upon the Lot as often as the Committee shall deem necessary and cut down the weeds, grass and other vegetation thereon and remove dead trees and shrubbery therefrom.

6.8 The Board of Directors may advance funds of the Association to the Committee to cover the expenses of the operations of the Committee.

6.9 The Owner of any Lot upon which the Committee shall perform services or supply materials pursuant to paragraphs 6.6 and 6.7 hereof shall, upon demand, reimburse the Committee for the cost thereof with interest thereon to the date of payment at the rate of nine (9%) per cent per annum, which costs and interests thereon and all costs of collection thereof, including a reasonable attorney's fee, shall be the personal obligation of the Owner and a charge and continuing lien upon all the Lots and Living Unites of the Owner shall be enforceable in the same manner as assessments levied hereunder.

6.10 The decision of the Committee as to whether the exterior of any structure located on any Lot has been maintained in good repair and appearance and whether the grounds of any Lot have been maintained in a neat and attractive manner shall be final and conclusive, except as hereinafter provided.

6.11 Any Owner who feels he is aggrieved by the decision of said Committee shall have the right to ask the Board of Directors, at their next regular meeting following the decision by the Committee, to amend, alter or reverse the decision of the Committee. The Board of Directors, at said meeting or at any meeting held within sixty (60) days of said meeting shall affirm, amend, alter or reverse the decision of the Committee.

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SECTION VII  
USE RESTRICTIONS

7.1 The following restrictions are imposed upon each Lot for the benefit of every other Lot included in The Properties and may be enforced by any Owner or by the Association:

- (a) Living Units shall be used for residential purposes only;
- (b) Tanks for the storage of fuel maintained on any Lot shall be buried;
- (c) No poultry house or year, or rabbit hutch shall be constructed or maintained on any Lot. No fowl or animals, other than a reasonable and usual number of unobjectionable household pets, shall be kept on any Lot;
- (d) No garbage, rubbish, junk, cuttings, or other refuse shall be deposited or permitted to remain on any Lot unless placed in a closed container suitably located;
- (e) No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Committee as, therein before provided;
- (f) Clothes lines and drying racks shall be screened or so located as not to be visible from any point on adjacent Lots;
- (g) Boats, boat trailers, camping trailers, camping vehicles and the like kept on any Lot shall be kept entirely inside a garage or screened so as not to be visible form any point on adjacent Lots; and
- (h) There shall not be installed, kept, or maintained on any Lot any antenna or serial of any kind or description which is visible from any point on an adjacent Lot, except in accordance with permission, in writing, granted by the Developer or the Architecture and Landscape Review Committee;
- (i) No sign of any kind shall be displayed on any Lot or structure of from the windows of any structure, except one painted sign not more than two hundred (200) square inches in size setting forth only the name of the Owner or Tenant at the time residing therein;
- (j) No excavation shall be made on any Lot or the Common Land, except in connection with construction or grading approved by the Committee;
- (k) Telephone and power lines and other utilities shall be connected to structures located in Mattabasset only by underground conduit;
- (l) No unregistered or inoperable motor vehicle shall be moved onto or kept on any Lot in such manner as to be visible from any point on an adjacent Lot or the street;
- (m) No motor vehicle or trailer of any kind may be disassembled, serviced or repaired on any Lot in such manner as to be visible from any point on an adjacent Lot or the street;

(n) No motor vehicle other than passenger cars shall be parked in the development in such manner as to be visible from any adjacent Lot or the street, except in any area which may be designated for such purpose;

(o) There shall be no discrimination in violation of any statutes or ordinances;

(p) The Developer reserves the right to use attached living units or detached living units owned by it for model and sales purposes.

## SECTION VIII

### RESERVED EASEMENTS

8.1 Developer reserves easements in all the Lots for all or any of the following uses and purposes:

(a) Service boxes, wires and conduits for the transmission of electricity, telephones and other purposes and for the necessary attachments in connection therewith;

(b) Storm water drains, sewer, water and gas mains and pipes;

(c) Any other method of conducting and performing any public or quasi-public utility or service function over or beneath the surface of the ground;

(d) Ground antenna services for television; and

(e) Installing, replacing, repairing and servicing any of the foregoing.

## SECTION X

### AMENDMENTS

9.1 During the first ten (10) years following the recording of this Declaration in the Meriden Land Records, the Covenants and Restrictions set forth herein or in any declaration supplementary hereto may be amended at any time by a vote of two-thirds (2/3rds) of the aggregate voting strength of the membership of the Association ratified by Developer and a majority of the Board of Directors, provided:

(a) No such amendment shall be effective unless written notice of the proposal thereof shall be sent to every Member of the Association at least ninety (90) days in advance of the meeting at which the same is considered; and

(b) An instrument setting forth such amendment and signed by the Secretary of the Association in the same manner required for the conveyance of real property is recorded in the Meriden Land Records.

9.2 After the expiration of said ten (10) years amendments to this Declaration or any declaration supplementary hereto may be made in the same manner provided in paragraph 10.1 hereof.

SECTION X  
MISCELLANEOUS

10.1 The Covenants and Restrictions of this Declaration shall be run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration or any declaration supplementary hereto, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3rds) of the Lots and Living units has been duly recorded agreeing to change said Covenants and Restrictions in whole or in part (for purposes of meeting the two-thirds (2/3rds) requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted); provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

10.2 Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed a sealed envelope postpaid, to the last know address of the person who appears as a Member on the records of the Association at the time of such mailing.

10.3 Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any Owner to enforce any Covenant or Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.4 Invalidation of any one of their Covenants or Restrictions by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.

SECTION XI  
TITLE HEADINGS

11.1 The title headings as to the contents of particular Sections are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration nor in any way define, limit or describe the scope or intent of the particular section or clause to which they refer.

IN WITNESS WHEREOF, Del Favero Builders, Inc. has caused its corporate name and seal to be hereunto affixed by its President, hereto duly authorized, this 8<sup>th</sup> day of October 1971.  
Singed, sealed and delivered in the presence of

DEL FAVERO BUILDERS, INC.

\_\_\_\_\_  
Wayne W. Sargent

BY: \_\_\_\_\_  
Vito Del Favero  
its President

\_\_\_\_\_  
Cristina M. Creswick

STATE OF CONNECTICUT        :  
  :  
  SS:   MERIDEN  
COUNTY OF NEW HAVEN:

On this 8<sup>th</sup> day of October, 1971, before me, Wayne W. Sargent, the undersigned officer, personally appeared Vito M. Del Favero, who acknowledged himself to be the President of Del Favero Builders, Inc., a 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.

\_\_\_\_\_  
Wayne W. Sargent  
Commissioner of the Superior Court

The undersigned holders of mortgages affecting the premises designated in Section II of the foregoing Declaration of Covenants and Restrictions do hereby consent to the recording of this document and join in the execution thereof.

**THE CENTRAL BANK FOR SAVINGS**

BY: \_\_\_\_\_

\_\_\_\_\_  
Wayne W. Sargent

\_\_\_\_\_  
Arthur M. Rohde  
its Vice-President

\_\_\_\_\_  
Gertrude G. Mueller

**THE MERIDEN TRUST AND SAFE DEPOSIT CO.**

By: \_\_\_\_\_

\_\_\_\_\_  
Wayne W. Sargent

\_\_\_\_\_  
William C. Kilroy  
Its Vice-President  
Conservator of the Estate of Ransom L. Baldwin,



An incapable person

\_\_\_\_\_  
Frederick K. Calkins

STATE OF CONNECTICUT       :  
                                      :  
                                      SS:   MERIDEN                October 13, A.D. 1971  
COUNTY OF NEW HAVEN       :

Personally Appeared the Central Bank for Savings, acting herein by Arthur M. Rohde, its Vice-President, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be the free act and deed of said corporation in its capacity aforesaid and his free act and deed in his capacity aforesaid, before me.

\_\_\_\_\_  
Wayne W. Sargent  
Commissioner of the Superior Court

STATE OF CONNECTICUT               :  
  :  
COUNTY OF NEW HAVEN            :  
  :  
SS:   MERIDEN                    October 13, A.D. 1971

Personally Appeared the Meriden Trust and Safe Deposit Co., Conservator of the Estate of Ransom L. Baldwin, an incapable person, acting herein by William C. Kilroy, its Vice-President, signer and sealer of the foregoing Instruments, and acknowledged the same to be the free act and deed of said corporation in its capacity aforesaid and his free act and deed in his capacity aforesaid, before me.

\_\_\_\_\_  
Wayne W. Sargent  
Commissioner of the Superior Court

**RECEIVED FOR RECORD:** October 13, 1971 at 4:40 pm  
**AND RECORDED BY:** Carol C. Kosienski, TOWN CLERK