# 10 Longacre Ln

Old Lyme, CT





# **Property Overview**

10 Longacre Ln, Old Lyme, CT





### **Overview:**

Style: Colonial

Year Built: 1996

Acres: 2.95

Square Feet: 6,180

**Taxes:** \$22,355.56

Bedrooms: 5

**Bathrooms:** 5 Full & 1 Partial

Yearly HOA Fees: \$900

#### The Little Wilderness

Built by an award winning housewright with the finest materials and exquisite custom finishes throughout, this estate is nestled in it's own wilderness along the Lieutenant River with absolute privacy, tranquility, and abundant birdlife. Manicured grounds include formal gardens surrounded by woods with no other civilization in sight, except for the occasional kayaker. While a sanctuary for the wildlife enthusiast, it is only seven minutes to groceries and 195 making it ideal for commuters or city dwellers looking for the safety of a second home.

The architecture combines traditional with contemporary features, including soaring ceilings, expansive windows with views suggestive of American Impressionist paintings, and open areas full of light. This exceptional home radiates an undeniable air of sophistication and elegance, a seamless fusion of modern design and natural beauty. The thoughtful floor plan of spacious rooms easily facilitates multigenerational living, weekend hosting, and gracious entertaining with plenty of discreet space for everyone.

Located in a private association only two miles from the cultural center of town, including the Griswold Museum, Old Lyme Inn, Side Door Jazz Club, Lyme Academy of Art, Studio 80 sculpture garden and the venue for Musical Masterworks, this peaceful oasis includes friendly neighbors and easy access to cultural activities for all ages.

This exquisite residence offers a luxurious living space and a sophisticated lifestyle in an unparalleled natural setting of serene beauty with a quiet riverfront backdrop.

### **General Information**

10 Longacre Ln, Old Lyme, CT



#### **Attics**

- Large, each contains air handlers for the heating/cooling zones in that area
  of the house
- · Lit with wall switches, cleaned on an annual basis

#### **Bathrooms**

- 5 and 1/2 bathrooms in total
- · All are large and elegantly designed with high-end Kohler accessories

#### Bedrooms

- 5 bedrooms in total
- All four upstairs bedrooms have intellitouch fans with lights. They can be used as part of the security system to turn lights on and off

#### Closets

- The majority of closets have wire shelving, in most cases has been covered with plexiglass shelves
  - Does not include upstairs bedroom closets
- · Upstairs bedroom closets have extensive built-in features and oak flooring

#### Lighting

 Most lighting throughout the house, if not all, can be controlled by dimmer switches

#### Windows

 4E glass throughout, all windows across the back facing SW are covered with 3M film, cuts UV rays and heat from afternoon sun - additional protection from the UV rays

#### Heating/Cooling System

- 7 zones in the house, controlled by thermostats in Primary bedroom, Blue bedroom, Pink bedroom, first floor library, living room, dining room, and family room
- Heating
  - · Oil, two 250 gallon tanks located in basement
  - Operated by 2 furnaces and 3 hot water heaters
- 3 air handlers in three separate attics (pink room thermostat, master bedroom thermostat, and blue bedroom thermostat); 4 airhandlers in the basement (library thermostat, living room thermostat, dining room thermostat, and family room thermostat)
  - Filters cleaned annually

#### Systems

- Propane gas tanks located underground fuels generator, stove, and gas fireplace in library
- · Vacuum system dual Electrolux vacuum systems

10 Longacre Ln, Old Lyme, CT







#### **Front Foyer and Hall**

- Onyx flooring (see raw onyx sculpture to compare raw vs polished stone)
- Door is Brazillian hardwood
- Goes floor-to-ceiling of the house, has same sconce system as the second floor
- cooled/heated by nearby zones
- Main coat closet, contains the controls for the driveway lighting, front
- gate lighting, the central stereo system, and the security system
- Powder room across from the main coat closet

### **Living Room**

- Sunken living room, with cherry flooring throughout including the steps,
- · Steps have track lighting with dimmers
- Floor-to-ceiling windows with duet shades on lower windows, cathedral ceiling
- Both lighted glass shelving for ornamental displays and solid wood shelving for books, currently stored separately
- Thermostat controlling living room and front foyer
- Speakers connected to the central stereo system controlled by the nob on the wall
- Separate switch for electrical outlets on top of bookshelves for specialized lighting
- Large Victorian mirror originally from the original Old Lyme Inn, restored and finished with 18 karat gold leaf, and installed, by current owners
- Switch on the wall entering the dining room controls the lighting on top of mirror

### **Dining Room**

- Cherry flooring throughout
- Not connected to central stereo system
- Three Skylighted-windows with duet shades
- Track-lighting on dimmers
- Thermostat the controls the dining room and front foyer
- Hand-painted textured walls

10 Longacre Ln, Old Lyme, CT



#### Library

- Cherrywood paneling and flooring, green marble counters and fireplace, walls painted to match
- Hand-painted textured walls
- Two Bose speakers controlled from in cabinet behind desk, not connected to central stereo system
- Two sets of French doors, open out onto very large lpe deck with Azak railings
- Speakers
- Underneath deck is vent for upstairs dryer
- Wooden blinds on all windows and the french doors
- · One of three fireplaces, converted to gas
- Thermostat, controls library, first floor bedroom, and front foyer
- One of four Security panel for controlling security system throughout the house
- Glassbreak sensor
- Bar area with brass sink and glass cabinets above
- Note to Broker: original builder of house envisioned this room as a sitting room/tv room with the private deck for his married son who stayed in the first-floor guestroom. Current owner of the house reinforced the shelving and improved the lighting to create a library office. This is an ideal suite set up for elderly visitors or family members.
- Deck has an extendable awning, controlled by switch in library
- Ethernet outlet



- Windows has glass break alert
- Duet shades on all windows
- Maple flooring throughout
- Whirlpool tubs with waterfall with escutcheon to facilitate easy cleaning, and shower
- Access to large storage area under front foyer stairs
- Not connected to central stereo system



10 Longacre Ln, Old Lyme, CT



#### Kitchen Area

- Original custom kitchen
- Several top drawers rebuilt with Maplewood
- Forest Green corian countertops
- Two large skylights with duet shades
- Large mirrored bar with brass sink
- Pantry includes maple shelving and maple spice racks added by current owner
- Bookshelf at end of counter was converted from and can be restored to a wine rack
- Connected to central stereo system
- Ethernet outlet



#### **Breakfast Room Area**

- Oak flooring throughout
- Two skylighted-windows with duet shades
- Tracking lighting with dimmers
- Sliding door out to lpe deck with Azak railings has an extendable awning
- · Connected to central stereo system



- Oak flooring throughout
- Large granite woodburning fireplace with oversized mantle
- Connected to central stereo system as well as surround sound for tv
- Thermostat controls kitchen, breakfast, and family area, back hall area, and basement
- · Primarily button to open the gate
- Two closets, ball-hall coat closet, and general storage closet with shelving
- Sliding door to screened-in porch



10 Longacre Ln, Old Lyme, CT







#### Screened-in Porch

- Build with Azak and Ipe flooring
- Ceiling lighting controlled by dimmer switches
- Screen panels can be replaced by plexiglass panels to make it a three season porch
- French doors opening onto deck allow for movement of large porch furniture or Christmas trees
- Screened panel opposite double doors designed so it could be turned into a doorway if the shrubbery was removed.
- Connected to the central stereo system
- Dog door in left corner closest to house leads to dog pen

#### **Back Stairwell**

- · Oak flooring, with cherry banister
- Oversized landing to accommodate movement of large furniture
- Track lighting controlled by dimmers
- Large window on landing

#### **Back Hall**

- Stone-tiled flooring throughout
- One of four Security pad located by side door
- Separate space currently used for pets, but has also been used for laundry, an office, and an auxiliary kitchen for entertaining
- Side door made of Brazilian wood and beveled glass
- Bathroom has a shower, and is outfitted for a combination washer/dryer machine
- Hand-painted textured walls in bathroom
- Window in bathroom, wired to prevent break-in
- Ethernet outlet

10 Longacre Ln, Old Lyme, CT



### **Upstairs Hall**

- Oak lined with cherry flooring, rug runner is designed to cover the oak center, will remain in the house unless the buyer doesn't want it
- Series of sconces throughout the second floor can be controlled by switches right outside every door allowing illumination of the entire hall in event of an emergency departure. On a dimmer switch, allows them to be left on all night in the event guests are in the house



- · Four additional closets along hall
- Front two currently used to store office supplies, third is formal clothing storage, and fourth closet is linen and "medical" closet



- · Located upstairs
- Access to one of three attics, contains air cleaner for Pink bedroom, laundry room, and upstairs hallway
- Built-in ironing board with timer
- Corian counters





10 Longacre Ln, Old Lyme, CT







#### **Master Bedroom Suite**

- Oak flooring throughout, wall-to-wall rug is removable
- Hand-painted textured walls
- · Intellitouch fan controlled by portable remote
- The thermostat controls bedroom, bathroom, tub room, the connected den, and the hallway outside
- Two Speakers that are connected to the central stereo system of the house, controlled by a nob on the wall.
- One of four Security panels
- Light switches for all the back floodlights
- Track lighting with dimmer switches
- Duet shades throughout the room, in addition to double-insulated curtains that can be pulled across entire windows
- Access to second of three attics located in hall above entrance to the master suite
- Attic contains air cleaner for master bedroom suite and formal foyer area
- Large closet with wire shelving and safe, in addition to 2 walk-in closets
- Ethernet outlet

#### **Master Bath**

- Faux-marble countertops
- Two skylights both with duet shades
- Track lighting with dimmer switches

#### Master tub room

- Has onyx flooring, similar to front hall of house.
- Whirlpool tubs with waterfall with escuelas to facilitate easy cleaning, and shower
- Heated towel rack
- · Stereo speakers also in the bathroom
- Main window on left of tub does not have 3M film, allows for comparison of window with film and window without room

10 Longacre Ln, Old Lyme, CT





### **Upstairs Den (Attached to Master suite)**

- Third fireplace/woodburning in house, with glass doors
- Maple paneling
- Hand-painted textured walls
- Glass break detector for sliding doors of upper deck
- Track lighting with dimmer switches
- Two stereo speakers connected to central stereo system, nob on wall to control
- Sliding doors exit to Ipe deck, with azak railings, hasan extendable awning with switch located outside.
- · Ethernet outlet

#### Pink Room - Second Floor Bedroom suite

- Oak flooring throughout
- Originally used as a playroom for small children
- Own stereo system in closet, separate from central stereo system. Speakers mounted under the valences at end of room
- · Intellitouch fan, cathedral ceiling
- Track lighting with dimmer switches
- Thermostat to control zone 7 of heating/ac, also includes upstairs hall and laundry room
- Duet shades in bedroom, metal blinds in bathroom
- · Skylight with duet shade
- Whirlpool tub with waterfall with escuelas to facilitate easy cleaning, and shower
- Bathroom has a hand-painted sink
- Counter is faux-marble
- · Ethernet outlet

10 Longacre Ln, Old Lyme, CT







#### Blue Bedroom - 2nd Floor bedroom

- Oak flooring throughout
- Hand-painted textured walls
- Cathedral ceiling, intellitouch fan with light
- Thermostat for central heat and ac, for zone that covers both front bedrooms, the hall, and bathroom
- Track lighting with dimmer switches
- · Duet shades for all windows
- Skylight with duet shade
- Control to steam shower in one of the closets
- Access to one of three attics in closet, contains air cleaner for front two bedrooms, hallway, and black and white bathroom
- Access to walk-in cedar closet, with access to additional storage space, excellent place to small luggage, or can be made into a secret hide-out for small children
- No stereos to central stereo system

#### Front Bedroom - 2nd Floor bedroom

- · Cathedral ceiling, intellitouch fan with light
- Hardwood flooring throughout
- · Duet shades for all windows
- · Skylight with duet shade
- Track lighting with dimmer switches
- No stereos to central stereo system

#### **Black and White Bathroom**

- High-end Kohler fixtures
- Steam shower with control panel on wall
- Heart-shaped whirlpool tub with waterfall and red light, with handheld showerhead good for washing children

10 Longacre Ln, Old Lyme, CT







#### **Basement**

- Stairs have oversized landing, current owner built in maple storage cabinets on landing.
- Full floor-through finished basement, extending from one end of the house to the other, with two banks of windows looking out into back gardens
- Entire basement can be lit by lamps for evening enjoyment or with the overhead lighting
- Space was finished as a play space for small children by current owner with building materials stored on the premises
- Double-doors leading out to garden room, allows for easy movement of large equipment
- One of four security panels located at this door
- Rooms in Basement:

#### Freezer Room

- Master control panel for all major systems in house
- Water filtration system, includes water softener, water tank, and water filtration tank
- Electrolux central vacuum canister one of two, controls first and second floors of family part of house
- Floor sensor for high water
- Freezer may stay, unsure about the 2 wine coolers
- Storage shelves

#### Storage area under stairs

Used to store holiday decorations

#### Equipment closet one of two

 Furnace, two water heaters, ethernet outlet, door for fireplace flu, where you empty the flu

#### Work Room

 Gift wrapping area, and 2 separate project surfaces

#### Main Rec Room

- Connected to the central stereo system, with nabs on the wall
- Two banks of windows with mini blinds
- Stage surrounded by mirrors, and a professional curtain for dancing and play-acting
- Air handler, one of seven, behind wall panel

10 Longacre Ln, Old Lyme, CT







#### <u> Main Rec Room</u>

- Connected to the central stereo system, with nabs on the wall
- Two banks of windows with mini blinds
- Stage surrounded by mirrors, and a professional curtain for dancing and play-acting
- Air handler, one of seven, behind wall panel

#### Costume Room

- Laid out as a bathroom, but not finished
- Air handler, one of seven

#### Craft closet

- Designed for smaller art projects
- Air handler, one of seven

#### Back Rec Room

- Separate control for central stereo system, wall nob control
- Electrolux central vacuum canister two of two, controls formal area of first floor and pink room, laundry room area upstairs
- Doorway to Large equipment closet two of two, containing one furnace and two 275 gallon fuel tanks, and shelving for emergency supplies, and large gun safe
- Currently housing two 1950s electric train tables, a pool table, ping pong table, slot, and a 1950s jukebox, Also has been used as an office and a safe room
- Light controls on hall wall before costume room
- Large equipment closet two of two, containing one furnace and two 250 fuel tanks, and shelving for emergency supplies, and large gun safe

#### Storage area under sunken living room

- storage room light switch, red light switch, located on wall across from costume room
- Contains gun safe, file cabinets, storage shelving which currently holds high-end building supplies from the house's original construction
- Air handler across from gun safe, one of seven
- Entire wall behind freestanding bookshelves in the main rec room can be opened to

10 Longacre Ln, Old Lyme, CT



#### Garage

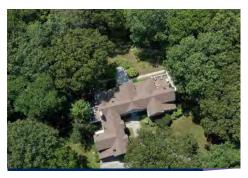
- Three-car garage, carpeted
- Speakers connected to central stereo system, controlled by nob on wall
- Main control for irrigation system (other control is at other end of the house off the library)
- · Speakers hanging outside garage connected to central stereo system, controlled by a nob in garage
- Overhead doors with keypad to open and close outside the garage and inside garage, with protective device to prevent door closing on small children and/or pets
- In addition to an exterior panel, three separate door openers for each door by the door
- Back door access to dog pen, partially covered by awning for protection in weather, and one irrigation filter
- Extensive cabinetry and trach compactor installed by current owner which will remain
- Suspended Electric heater

### **Exterior**

10 Longacre Ln, Old Lyme, CT

#### **Property**

- Front walk custom cut bluestone
- All water faucets are frost-free- water does not have to be turned off in winter
- · Stereo speakers on outside of garage, library deck, and screened-in porch, controlled by nobs in the house
- Last painted in 2015, and touch-ups done in 2020
- New roof installed in 2015, new Certainteed Presidential TL Textured asphalt roof with 50-year life-time warranty, replaced a wooden roof to facilitate installation of solar panels
- 7 air conditioning condensers of assorted age and make
- All decks (3) and screened-in porch (1) have lpe flooring and Azak railings/panels, and extendable awnings
- Septic system is off the library deck, pool construction could be off kitchen deck
- Generator is on a cement slab, located off the kitchen deck will keep the house running for 2 weeks (slab large enough to house pool equipment)
- 1200 gallon propane tank is sunken in the pacasandra garden next to the generator
- Propane lines run from sunken tank, parallel to the stone wall and into the garden room, where you can see
  where they enter the basement
- Lighted basketball hoop at one end of the driveway
- Well accessible under the fake rock off the driveway
- Property line runs along the fence on the far side of the creek, over the bridge
- Property is surrounded on 3 sides by an electric deer fence, and across the front with metal fencing
- Three large wooden gates in deer fencing, one on the far side of the creek allowing access to a trail along the neighbors metal fence, one entering the property around the end of the front stone wall, and one providing access to the Lieutenant River Marsh
- Electric controls for the deer fence are behind the end of the stone wall across the front of the property
- 9 statues created by New London Artist Brian McCarthy, and installed to delight children, they include "The Graduate" at the front gate, "The Kangaroo" at the front of the island, "The Alligator" in the island, "Casper the Ghost" in the island, "Big Bird" to the right of the driveway, "The Rhinoceros" off the parking area, and unnamed designs visible from the front of the house
- 200 ft of stone wall landscaped along the front of the property, along with 6-8 dogwood trees, and solid iron gate custom-made (to smile when close or graciously stand open) by Garden Iron







### **Exterior**

10 Longacre Ln, Old Lyme, CT

#### Gate

- Drive through gate and a separate pedestrian walk-through gate
- Gate can be opened with a code when entered into the keypad on the call box. Or by pressing a button in the Family room or dialing a number on the landline from the house.
- Gate opens automatically from the inside by a sensor located in the ground by the large "Big Bird" statue
- Gate has a lockbox indicated with red and white tape, which contains the gate code and a key to the main house for emergency purposes.
  - Fire chief has key to gate lock box in case of emergencies and would use the fire pond across the street as an auxiliary water source in the event of a major fire.
- Electric outlets on either side of stone wall for holiday decorations



### **Exterior**

10 Longacre Ln, Old Lyme, CT







#### Yard

- Extensive landscaping including:
- Rhododendrons up the driveway, forsythia along the creek, and holly bushes at the front entrance
- Semi-circular french rose garden, plants were purchased at Montechello but imported to the United States by Thomas Jefferson
- Notable trees
- Lily Magnolia, weeping beach tree, Struardia tree next to it off of the kitchen deck, several large oak trees, and tree off dad's deck, hemlocks, Japanese Maple, Common Chokeberry
- Main gardens at back of house include:
- Common Lilac, yellow and purple Bearded Irises,
   Catnip, Large Camas, Chinese Peonies, French Roses,
   Orange and yellow Day Lilies, Oxide Daisies, Big Leaf
   Hydrangeas
- Other shrubberies on the property include:
- Purple Chokeberry, Old Fashioned Weigela, Crape Myrtle, Kousa Dogwood, Japanese Pieris, Broadleaf Enchanter's Nightshade, Catawba rosebay, Pacific Rhododendron, forsythia
- Ground cover includes:
- Chinese astilbe, Showy Stonecrop, Fragrant Plantain Lily (assorted varieties), Johnson Grass, California Brickellbush
- · Herbs include: Chives and mint
- Below the garden walk are three-tiered gardens, the first tier designed for herbs, and the two other tiers are covered with ivy, to the upper side of the walk, there is an area for annual cutting flowers to be planted

### **Garden Tour**

10 Longacre Ln, Old Lyme, CT



#### The Wilderness:

To the east of Longacre Lane, as you come around the curve, lie four acres of wetlands, designated as The Wilderness, where woodland creatures, water fowl, pond life, children, and adults can recreate together. Purchased by the current owners in August of 1999, the wooded property had been completely neglected with fallen trees in the fire pond, refuse left by local grass cutters piled around the perimeter, and garbage thrown into the brush just off the road. A major clean up effort ensued over the next two years with the idea of creating a natural, safe, wooded play space. Numerous trails have been cut through the woods; hammocks, picnic tables, a "campground" and an Atlas Hideaway play structure have been added. Last

summer four classical statues representing the Four Seasons were refinished and set in place as a touch of capricious formality. The pond was cleared of refuse. Plans ultimately call for a natural water garden with aeration. The trails are all sprayed for ticks so feel free to walk, sit or swing to your heart's content. Beware of the snapping turtles though! The first week in June (only) they make their way from the Lieutenant River to the pond to lay their eggs. Then the little turtles return to the river. Their simple migration keeps us ever mindful of Nature's great life cycles.



### The Little Wilderness (10 Longacre Lane):

To the west of Longacre Lane, as you come around the curve, lie three acres of waterfront along the tidal marshes of the Lieutenant River, designated as The Little Wilderness, (a play on the size of the house!). Here the ambiance suggests moving easily from Nature to the more formal landscape which surrounds the house and back to Nature in the tidal marshes beyond. Purchased by the current owners in March of 1999, the property has undergone major transition. Close to one hundred trees, mostly Pines, Hemlocks, and Dogwoods, were planted for privacy. The stone wall was extended across the front of the property and electric gates designed to stand open most of the time were

added (A special pedestrian gate was included to allow small friends to enter even when the gates are closed). The property is bordered on the South by a brook which runs from the fire pond in The Wilderness down to the Lieutenant River. When full it bubbles over small waterfalls and around the children's secret island, slowing in the frog pools and ultimately disappearing into the marsh. The remnants of a damn built early in the last century, possibly for the purpose of making ice, stand halfway down the slope. To the North stands another wall made of stones excavated during the construction of the home next door.

### **Garden Tour**

10 Longacre Ln, Old Lyme, CT



As you enter through the gates, observe the Rugosa Roses on either side. All came from an enormous rose garden in the backyard. Pass the cabled Maple Tree surrounded by Running Tapestry Foam Flower. As you walk up the driveway notice assorted whimsical sculptures by local artist, Brian McCarthy. If you look closely you will see Charlie the Kangaroo, Casper the Ghost, Big Bird, Ali Alligator, the Magic Rhinoceros (from the other direction he looks like a propeller) and others. Chosen and located around the yard by the children, these sculptures are an attempt to teach something of the abstract to the youngest residents.

The house was built in 1996 in a contemporary traditional style with great attention to quality and

detail. Carefully explore the bird nests in the two decorative wreaths by each entrance. Baby birds may still be present. Enter through the front door and catch the expansive views of the Lieutenant River marshes beyond, views that inspired the American Impressionists and which are captured in their paintings hanging in the entrance hall, the dining room, and the living room. Turn right and proceed the length of the hall into the library with it's lovely cherry cabinetry, paneling, and hand painted walls made to resemble the dark green marble counters and fireplace fayade. Exit onto the deck. Behold the marsh. Discover the formal gardens below.

Ah, the tidal-fresh marsh! What subtle changing beauty every hour of the day and season of the year! As part of the internationally recognized lower Connecticut River Estuary and Great Island Tidal Marsh Complex, this is the ultimate bird habitat and ecosystem for the production of plant material (biomass) which supports the marsh-estuarine food chain. On a normal day a superabundance of birds, both common and extraordinary, swoop and dive, perch and launch themselves again from the trees to the marsh grasses and back. Look North across the Lieutenant River to see the 68-acre parcel of the Roger Tory Peterson estate recently purchased by the town of Old Lyme and the Nature Conservancy for \$840,000. No doubt many of Mr. Peterson's observations as recorded in his famous Field Guide to North American Birds were made here. Looking directly behind the Little Wilderness and south you will see management measures employed by the Department of Environmental Protection to control the spread of Phragmites. Last fall large swaths were cut and quadrants of Phragmites were sprayed. Recently, extensive stands of this highly invasive plant, now dying, have been leveled by the DEP.

The original landscape design of the backyard included an immense stone rose garden. The current owners have worked for two summers to modify and diversify this garden. Most of the Roses were transplanted to the entrance of the property. Using the stone already present, the Herb Walk was created from what will be the Cherry Tree (still to be transplanted from the patio beds) to the Fringe Tree; and three tiers were built down the slope to facilitate "stand up gardening". The mixed herb border includes Chives, French Tarragon, Hidcote Lavender, Dutch Mill Lavender, Lemon Balm, Catmint, Catnip, Hardy Oregano, Sweet Marjoram, Purple Sage, English Thyme and Silver Edged Thyme. Annual herbs include Dwarf FemleafDill, Cilantro, African Blue Basil, Genovese Basil, Variegated Rose Geraniums, Ginger Scented Geraniums, Italian Parsely, Prostrate Rosemary, and Arp Rosemary. Beneath the herb level is the vegetable garden, designed to be planted, maintained, and then left to deteriorate by the children out of view from the house! The lowest tier is designed for pots containing bulbs to be dropped in place and easily removed at the end of the season. It also provides a level surface to stand on when working the upper tiers.

### **Garden Tour**

10 Longacre Ln, Old Lyme, CT

Above the Herb Walk and the herb border is the cutting garden of assorted perennials including Summer Pastel Yarrow, Sweet Dreams Coreopsis, Pink Fairy Baby's Breath, Royal Wedding Poppies, Sentimental Blue Balloon Flowers and Pyrethrum Painted Daisies and assorted annuals planted against a backdrop of Hydrangeas. At the top of the slope, the Magnolia Tree will be transplanted from the patio bed. Spirea, Ornamental Grasses, Miss Kim Lilacs, Green Mountain Boxwoods, and a Montauk Daisy complete this area.

Directly behind the house is the formal Boxwood Terrace built to discourage snapping turtles from laying their eggs in what was previously a garden. Here evergreen topiary add sculptural interest from the dining room. Roses planted with Pink Baby's Breath, Dwarf Boxwood, and Spirea fill the patio beds. On either side the terrace is flanked by the foundation borders containing more Roses; Peonies; Hydrangeas; Iris; So Sweet, Golden Tiara, and Guacamole Hosta; a Japanese Maple; Ladys Mantle, and gracious Variegated Grasses. All the gardens are works in progress currently under the direction of noted landscape designer Sheila Wertheimer.

Continue around the south end of the house (the location for a future pool) past the circular garden of Astilbe, Coral Bells, Day Lillies, Roses and Geraniums; past the latticed outdoor gardening room, and the additional row of Hydrangeas to the Cheny Tree at the end of the stone wall. Next to the magnificent Weeping Beech tree you will meet the Terra Cotta Warriors standing guard among the Lily Turf. The General wearing his fish scale armor, the Front-ranked Soldier with an armor cape, and the Kneeling Archer with his arins extended in shooting position are copies of three styles of the more than 7,000 terra cotta figurines discovered by farmers digging in their fields in 1974 in Xian, China. The Qin Shi Huang Dynasty army, built beginning around 247 B.C. in honor of China's first emperor, is the "eighth wonder of the world". Why are these soldiers in the garden? They symbolize longevity! Sixteen years ago a pair of newlyweds took a slow boat to China and returned later to live here. The soldiers will bid you farewell as you head up the slope past the Birch Tree and out the driveway in completion of your tour of the property.

Enough history! Enough art! Enough culture! Enough formality! Never enough Nature! Pause and look back at the marshes, once again, in search of Swans, Blue Heron, Snowy Egret, or Osprey. Listen for the plethora of bird calls normally audible (sadly, perhaps not with large numbers of of office and share with those you love.



### **Question & Answer**

10 Longacre Ln, Old Lyme, CT

#### How is the Board Comprised and how are changes implemented?

"The Board" includes every neighbor. When someone has plans to make significant changes to their property, their plans are circulated and all neighbors vote. I think you need six or seven yea votes of the 9 possible votes to approve your plans. Unless the proposed changes affect others in a dramatically negative (usually visual) way, plans are generally approved by everyone. You have to have the plans to circulate before approval is given. The President of the Longacre Association is Bob Gunn. He lives next door.

#### Does the HOA Fee include the plowing of driveways?

No, the HOA snow plowing does not include the driveways. That is a separate expense. I usually don't plow because the snow is short lived, and I have a big car.

#### Can a pool be added?

A pool would be located off the kitchen deck and could be full sized. It would be placed parallel to the side of the deck but far enough toward the Lieutenant River that it would not block the entrance to the garden room or affect the area along the stone wall perpendicular to the screened in porch under which the conduit runs from the generator to the house. The cement platform that the generator is sitting on was purposely built large enough to add pool equipment.

#### Is there an outdoor area to store garden tools and lawn care equipment?

The "Gardening Room" is really a cement surface, extension of the house's foundation, covered by the deck and the screened in porch and surrounded by lattice work. It is the perfect area to work on projects or plants and where contractors can safely leave their equipment when they are working at the house. The area under the screened in porch does not get wet. It is where we store our deck furniture and other equipment like the snowblower and lawn mower.

#### It appears that there is a trail located on the Eastern portion of the property. Can you explain more about this?

The "trail" that runs along the far side of the creek goes from the wooden bridge up the side of the hill, along the neighbors' fence, through the wooden gate in the deer fence, to the road. It was part of a trail that went all around the house at #10 and around "The Wilderness" across the street. It has not been maintained recently but is easily brought to life again.

#### What can you tell me about the plantings?

Please see the garden tour called "Moving Easily into Nature...on Long Acre Lane" The man who is most knowledgeable about the trees and shrubs is Manny, the technician from TruGreen Tree and Shrub Service who sprays and fertilizes them. He knows absolutely everything about the yard and loves to share his knowledge.

#### How buggy is the property?

The property is not very buggy during the summer months because the Lieutenant River marsh is a tidal marsh. The river swells and regresses with the tides. Because the water is brackish it does not harbor mosquitoes. The property is located at the head of the Lieutenant River.

### **Question & Answer**

10 Longacre Ln, Old Lyme, CT

#### What can you tell me about the decks?

The dimensions of the upper deck awning are 15' x 18'. The dimensions of the two lower deck awnings are 15' x 14'. We used the entire decks, arranging the furniture wherever it suited us, but not limited to the area under the awnings. If it is really hot, the open awnings help keep the decks cooler and the area directly inside the sliding doors into the house cooler. We supplemented our seating with large umbrellas as necessary. If you wanted an awning to cover the full deck you would have to have it installed with metal poles at the corners of the decks which we did not do so as not to block the views.

#### What can you tell me about the fireplace in the library?

The fireplace in the library is a real wood burning fireplace which has a flu. We simply added the gas insert which is high end. It does not have a pilot light which burns continuously. This saves on the gas used and it does not leave a gas odor in the room. The flame is adjustable. The starter is battery operated.

#### Does adding geothermal heat affect the neighborhood in any way?

The property has its own well and a new well pump and water tank as of 2020. These projects may not be worthy of much neighborhood discussion since neither would be particularly apparent to other neighbors.

#### How much oil does it cost to heat the home

There are too many variables affecting heating and home insurance for me to estimate the cost for a new owner. I will attach a review of the oil usage of the house. Costs depend on how much of the house you are using and heating at any given time. Since there are seven zones, it is easy to minimize heating and cooling. I buy oil from Petro, which is expensive, but they have terrific technicians for the furnace, a/c and water heaters.

#### How much does the security system cost?

The security system expense is \$162.72/quarter (\$55.50 is for a service contract which includes Parts and Labor during regular business hours to maintain, the system and an annual inspection.

#### Have you replaced the mechanicals in the home?

To my knowledge, we have replaced the front gate mechanism, two or three of the 7 air conditioners, the water tank and well pump, and the most heavily used of the three hot water tanks. There are three hot water tanks to support the four large whirlpool tubs. Otherwise, they are not heavily used. The equipment was all top of the line originally because the house was built by a high-end plumbing contractor who had access to first class equipment at reasonable cost. Again, we have tried to service it annually since we purchased the house in 1999. The technicians often compliment me on the good condition of the mechanicals because of how well we have taken care of them.

### **Question & Answer**

10 Longacre Ln, Old Lyme, CT

#### What can you tell me about the residents of the neighborhood?

There are nine lots in the Longacre Association but only eight households. They include:

- · an attorney who works for a consulting firm with two older teenagers and their active Mom
- a retired MIT professor and his wife. He is also an inventor who holds several major patents, and his wife is a working psychologist. They have grandchildren.
- · a Pfizer scientist and his wife
- a retired family member of the owners of the Coca Cola Bottling company of Southeast New England. They also own and run the Old Lyme Inn and the Bowerbird. They have been in the area the longest, having built their home in the '80's. They live next door to #10. They have grown children.
- a retired New York investment banker from Lazard Freres and his wife who worked as a physical therapist. She is an avid walker and hiker. They have 5 grandchildren and built their house in the early 90's.
- a retired Secretary of Commerce under Trump and President of Chrysler Financial, and his wife. They also have a home in Tennessee. They have grown children.
- an oral surgeon and his wife, active mom of two teenagers, ages 13 and 16, and retired HR executive.
- a retired New York attorney (now deceased) and his wife, a retired international banker. We bought #10 in 1999. Our children are now 25 and 27.

#### **List of Contractors?**

All the contractors who work at #10 have worked on the property for a long time and know it well. They are all willing to "stay" with the house if the new owner would like them to stay. This includes yard maintenance, furnace, a/c, septic, plumbing and water filtration. All the mechanical maintenance is done on an annual basis. The best in the area used to be Steve Hallihan and he finished our home. The one I used in 2016 to replace the decks, build the new screened porch, and put on the new roof was AJ Shea Construction. My plumber is Ed Tomasek Plumbing.



# **Exterior Photos**













































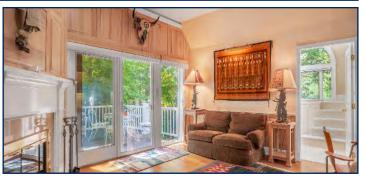
























# **Exterior Photos**











### **Welcome to Old Lyme**

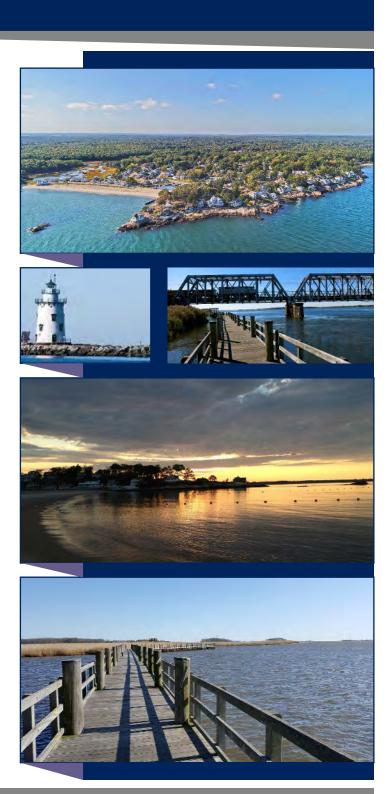
Old Lyme is known for its seaside and artist community, with beautiful waterfront properties. Old Lyme is a beautiful shoreline community with a population of about 7600, not including thousands of vacationers who live in six historic seasonal beach colonies.

Old Lyme is located halfway between New York and Boston on the Long Island Sound, located on the east bank of the Connecticut River. Old Saybrook is located just across the river on the west bank. In 1665, a group of colonists separated from the Saybrook colony, what became known as the "Loving Parting," forming the colony of Lyme. The area of Old Lyme was named in 1855 for being the oldest-settled portion of the Lymes, separating it from East Lyme.

The town of Old Lyme occupies 27 square miles of shoreline, tidal marsh, inland wetlands and forested hills. Artists were drawn to the scenic and natural environment in Lyme, and around the turn of the 20th century. The Lyme Art Colony formed when a community of American Impressionist painters artists who primarily stayed at Miss Florence Griswold's boardinghouse, now known as the Florence Griswold Museum.

The art community continues to flourish in Old Lyme with numerous art galleries and organizations, including the Lyme Art Association, Lyme Academy College of Fine Arts, the Cooley Gallery, and the Eastern Connecticut Ballet.

Old Lyme has 9 listings in the U.S. National Register of Historic Places. With numerous hiking trails, beaches, and boat launches, the town is a haven for recreation for both on land and water.



### Old Lyme, Connecticut

General		
ALE BUSINESS	Filid Lymna	14.04
Land Area	23	4:002
Population Density	321	2,300
Number of Households	3,197	1.370,740
Median Age	52.7	16.0
Median Household Income	\$96,567	970,454
Poverty Rate	4%	10%

### Economy

Top	Industries
-----	------------

F.T Department of Livin 2	Employment	Emmyere	AV Waget
<ul> <li>Local Government</li> </ul>	412	17	\$52,783
Wholesale Trade	287	22	\$63,610
Retail Trade	240	24	\$29,659
Health Care & Social Assistance	224	24	\$44,504
Accommodation & Food Services	196	22	\$19,710
All fudustries	2.573	3/74	549,348

#### **SOTS Business Registrations**

Total .	Active Busin	nesses		1,129			
New B	Business Re	gistratio	ns by Year				
2007	70	2006	86	2011	61	2010	55
2002	62	5007	74	2012	60	2017	63
2005	69	2000	70	2019	69	2010	62
5004	62	2009	58	2019	46	2019	86
2005	70	2010	80	2015	62	2020	63

#### **Key Employers**

- Mellogg Marine Supply
- 2 Neumann USA
- 3 Sennheiser Electronic Corp
- 4 Old Lyme Country Club Inc
- 6 READCO

### Demographics

Ass Distribution

Age Distribution			CITAM
Under 10	4.03	7%	1.00
10 to 19	m9.		
20 to 29	29	5%	Mill
30 to 39	409	7%	
40 to 49	1.086	14%	- 19
50 to 59	0.60		1,8
60 to 69	0.0	169	
70 to 79	265	13%	
80 and over	AYB	6%	100

Race and Ethnicity			3000
Asian Non-Historius (NH)	<1%		On
Black NH	2%		17%
Hispanic or Latino/a Drawy moo	5%		
White MH	The same of the sa	91%	4
Other IJH incl. American Indian, Alkaka Native	2%		

#### Language Spoken at Home

	THE RESIDENCE AND DESCRIPTIONS
English	
Spanish	

# 3 000

#### **Educational Attainment**

High School Diploma Only Associate Degree Bachelor's Degree Master's Degree or Higher



### Housing

Median Home Value Median Rent Housing Units

Owner-Occupied Detached or Semi-Detached Vacant



### Schools

#### **School Districts**

Regional School District 18 Statewide

- 1	2.91	Pro 1 Econolismo	
PK-12	1,283	95	
2	513,079	15,300	

### **Smarter Balanced Assessments**

Met or exceeded expectations, 201	8/19	
	Math	ELA
Regional School District 18	79%	80%
Statewide	48%	56%

Old-Lymu





99%

88%



### Old Lyme, Connecticut

# Labor Force Employed 3,269 1,724,621 Unemployed 241 148,010 Unemployment Rate Self-Employment Rate\*

#### Catchment Areas of 15mi, 30mi, and 60mi



A	C	C	e	S	S
1 5 1			-		

Mean Commute Time No Access to a Car No Internet Access

#### Commute Mode

Public Transport Walking or Cycling Driving

Working From Home

#### **Public Transit**

CT*transit* Service Other Public Bus Operations Train Service OH CV

7 11.(2)

25 min 26 min



#### Estuary Transit District d.b.a. 9 Town Transit

and The state of t

### **Fiscal Indicators**

Office of Policy and Management SEY 2017-13

#### Municipal Revenue

Total Revenue \$36,242,122
Property Tax Revenue \$34,475,162
per capita \$4,649
per capita, as % of state av. 154%
Intergovernmental Revenue \$692,010
Revenue to Expenditure Ratio 104%

#### Boston\*

#### Municipal Expenditure

Total Expenditure \$35,023,239
Educational \$26,535,202
Other \$8,488,037

#### **Grand List**

Equalized Net Grand List \$2,282,498,687
per capita \$309,869
per capita, as % of state av. 202%
Comm./Indust. Share of Net Grand List 5%

Actual Mill Rate 21.75 Equalized Mill Rate 15.00

#### **Municipal Debt**

Moody's Rating

Total Indebtness \$24,039,054

per capita \$3,264

per capita, as % of state av. 126%

as percent of expenditures 69%

Annual Debt Service \$353,048 as % of expenditures 1%



Search AdvanceCT's SiteFinder, Connecticut's most comprehensive online database of available commercial properties.

#### **About Town Profiles**

The Connecticut Town Profiles are two-page reports of demographic and economic information for each of Connecticut's 169 municipalities. Reports for 2016-2019 are available from profiles.ctdata.org.

Feedback is welcome, and should be directed to info@ctdata.org

These Profiles can be used free of charge by external organizations, as long as AdvanceCT and CTData Collaborative are cited. No representation or warranties, expressed or implied, are given regarding the accuracy of this information.





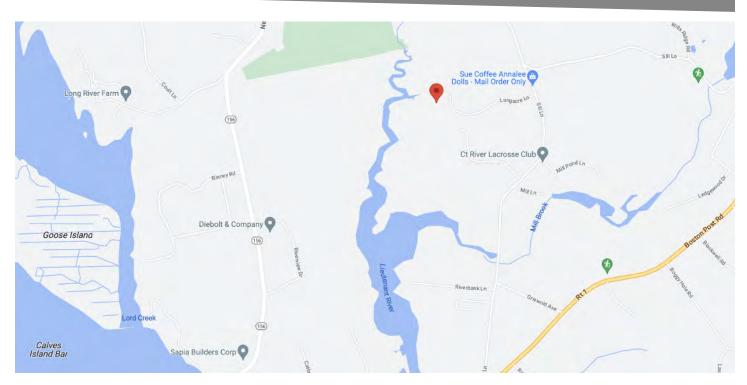


# **Aerial Photography**





# **Location Map**





# **Property Maps**

10 Longacre Ln, Old Lyme, CT

### **Property Lines**



### **FEMA Flood Zone**





AM ST.

TO STATE OF THE STATE O

**Topography Map** 

**Hurricane Inundation** 

#### BOOK 0272 PAGE 0048

#### QUIT CLAIM DEED - STATUTORY FORM

WE, E. LISK WYCKOFF, JR. and ELIZABETH K. WYCKOFF, the "Releasors,"

of the Town of Old Lyme, County of New London, and State of Connecticut,
for consideration of: NO CONSIDERATION
grant to: said ELIZABETH K. WYCKOFF, the "Releasee,"

of the Town of Old Lyme, County of New London, and State of Connecticut,

with QUIT-CLAIM COVENANTS
(Description and encumbrances, if any, and any additional provisions)
all that certain piece or parcel of land and the buildings and
improvements thereon located in the Town of Old Lyme, County of
New London, and State of Connecticut, now known as 10 Longacre
Lane, more particularly bounded and described in

#### Schedule A attached hereto and incorporated herein.

Being the same premises conveyed from said £. Lisk Wyckoff, Jr. by Quitclaim Deed dated March 1, 1999 and recorded in Volume 253, Page 813 of the Old Lyme Land Records.

Subject to mortgages, easements, restrictions, conditions and covenants as of record may appear. Subject to all taxes hereinafter coming due which the Releasee herein assumes and agrees to pay.

This quitclaim deed was prepared, without a title examination of the Old Lyme Land Records, from a description provided by the Releasors.

Signed this 2.2 day of Jone 2001

Witnessed by:

MILLIEN WICKOFF, JR.

WILLIES BEING ELIZABETH R. WICKOFF

State of Connecticut

) 55: Town of Old Lyme

County of New Landsan

Personally Appeared B. LISK WYCKOFF, JR. and ELIZABETH R. WYCKOFF
Signar(s) and Scaler(s) of the foregoing Instrument, and acknowledged the same to be the fre
act and deed of such individual(s) before me,

Commissioner of Superior Court

Latest mailing address of Grantee: 10 Longacre Lane

10 Longacre Lane Old Lyme, CT 06371

To: Town Clerk
After recording, please return deed to:
KTTCHINGS & POTTER, LLC
P.O Box 187
Old Lyzne, CT 06371

"No Conveyance Tax collected

Town Clerk of Old Lyrne"

#### BOOK 0272 PAGE 0049

#### SCHEDULE A

All that certain piece or parcel of land with the buildings and other improvements thereon, situated in the town of Old Lyme, County of New London and State of Connecticut, shown and designated as Lot 6 on a map entitled: "Record Resubdivision Map property of Geoffrey W. Hands, Sill Lane, Old Lyme, Connecticut, Dated April 23, 1986, Revisions: 06/03/86, Rev. Wetland Line 06/24/86, Rev. Lots 3, 4, 6, 7, 8, 9 Scale 1" = 100' Angus McDonald/Gary Sharpe & Associates, Inc., Civil Engineers, Planners, Surveyors, Old Saybrook, Connecticut, Sheet 1 of 2," which map is on file in the Old Lyme Town Clerk's Office. Said Lot 6 is more particularly bounded and described as follows:

SOUTHEASTERLY, NORTHEASTERLY,

SOUTHEASTERLY (AGAIN) AND EASTERLY:

by "Proposed Private Road," shown on said

map in part along a curve, in all, 367.91

SOUTHERLY:

by Lot 5, as shown on said map, 384.42 feet;

WESTERLY:

by land now or formerly of Old Lyme Conservation Trust, Inc., as shown on said

map, 387.76 feet; and

NORTHERLY:

by Lot 7 as shown on said map, 398.38 feet;

TOGETHER WITH the right, in common with the owners of Lot 5, as shown on said map, to maintain views and sight line as more particularly set forth in a deed from Geoffrey W. Hands to the Old Lyne Conservation Trust, Inc. dated August 17, 1982 and recorded in Volume 143, at Page 818 of the Old Lyme Land Records.

#### BOOK 0272 PAGE 0048

#### QUIT CLAIM DEED - STATUTORY FORM

WE, E. LISK WYCKOFF, JR. and ELIZABETH K. WYCKOFF, the "Releasors,"

of the Town of Old Lyme, County of New London, and State of Connecticut,
for consideration of: NO CONSIDERATION
grant to: said ELIZABETH K. WYCKOFF, the "Releasee,"

of the Town of Old Lyme, County of New London, and State of Connecticut,

with QUIT-CLAIM COVENANTS
(Description and encumbrances, if any, and any additional provisions)
all that certain piece or parcel of land and the buildings and
improvements thereon located in the Town of Old Lyme, County of
New London, and State of Connecticut, now known as 10 Longacre
Lane, more particularly bounded and described in

#### Schedule A attached hereto and incorporated herein.

Being the same premises conveyed from said £. Lisk Wyckoff, Jr. by Quitclaim Deed dated March 1, 1999 and recorded in Volume 253, Page 813 of the Old Lyme Land Records.

Subject to mortgages, easements, restrictions, conditions and covenants as of record may appear. Subject to all taxes hereinafter coming due which the Releasee herein assumes and agrees to pay.

This quitclaim deed was prepared, without a title examination of the Old Lyme Land Records, from a description provided by the Releasors.

Signed this 2.2 day of Jone 2001

Witnessed by:

MILLIEN WICKOFF, JR.

WILLIES BEING ELIZABETH R. WICKOFF

State of Connecticut

) 55: Town of Old Lyme

County of New Landsan

Personally Appeared B. LISK WYCKOFF, JR. and ELIZABETH R. WYCKOFF
Signar(s) and Scaler(s) of the foregoing Instrument, and acknowledged the same to be the fre
act and deed of such individual(s) before me,

Commissioner of Superior Court

Latest mailing address of Grantee: 10 Longacre Lane

10 Longacre Lane Old Lyme, CT 06371

To: Town Clerk
After recording, please return deed to:
KTTCHINGS & POTTER, LLC
P.O Box 187
Old Lyzne, CT 06371

"No Conveyance Tax collected

Town Clerk of Old Lyrne"

#### STATE OF CONNECTICUT

#### DEPARTMENT OF CONSUMER PROTECTION



450 Columbus Blvd, Suite 901 + Hartford, CT 06103

#### RESIDENTIAL PROPERTY CONDITION REPORT

The Uniform Property Condition Disclosure Act (Connecticut General Statutes Section 20-327b) requires the seller of residential property to provide this report to the prospective purchaser prior to the prospective purchaser's execution of any binder, contract to purchase, option, or lease containing a purchase option. These provisions apply to the transfer of residential real property of four dwelling units or less, including cooperatives and condominiums, made with or without the assistance of a licensed broker or salesperson. The seller will be required to credit the purchaser with the sum of \$500 at closing if the seller fails to furnish this report (Connecticut General Statutes Section 20-327c).

#### INSTRUCTIONS TO SELLERS:

- 1. You must answer all questions to the best of your knowledge.
- 2. You are required to identify and disclose any problems regarding the subject property.
- 3. Your real estate licensee cannot complete this form on your behalf.
- 4. "UNK" means Unknown, "N/A" means Not Applicable.
- If you need additional space to complete any answer or explanation, attach additional page(s) to this form. Include subject property address, seller's name and the date.

Pursuant to the Uniform Property Condition Disclosure Act, the seller is obligated to answer the following questions and to disclose herein any knowledge of any problem regarding the following:

			_ [	A. SUBJECT PROPERTY	
				Name of seller(s): Elizabeth K. Wyckoff	
				2) Street address, municipality, zip code: 10 Longacre Lane, Old Lyme, 0	OT 06371
YES	NO 1	UNK	N/A	B. GENERAL INFORMATION	
				3) What year was the structure built? 1991	
$\Box$	П		П	04 22 22	able, indicate with N/A.
11		(4)	П	5) Does anyone else claim to own any part of your property, including, but no encroachments? If yes, explain:	t limited to, any
IJ	Jd	.) 1	Ū	6) Does anyone other than you have or claim to have any right to use any including, but not limited to, any easement or right of way? If yes, explain: has access if necessary. They have a key to the box on the gate.	The fire department
				a house key and the gate code.	Willow Contains
		П	171	7) Is the property in a flood hazard area or an inland wetlands area? If yes, expected the Lieutenant River but this is not a flood zone. There are wetlands area?	
				edge of the brakish marsh and the creek that runs through the p	roperty

Revised 10/2021

YES	NO	UNK	N/A	B. GENERAL INFORMATION (Continued)
	3		Д	8) Are you aware of the presence of a dam on the property that has been or is required to be registered with the Department of Energy and Environmental Protection? If yes, explain:
		П		9) Do you have any reason to believe that the municipality in which the subject property is located may impose any assessment for purposes such as sewer installation, sewer improvements, water main installation, water main improvements, sidewalks or other improvements? If yes, explain:
	•			10) Is the property located in a municipally designated village district, municipally designated historic district, or listed on the National Register of Historic Places? If yes, explain:
Ц	i-i	11	1)	Note: Information concerning village districts and historic districts may be obtained from the municipality's village district commission, if applicable.  11) Is the property located in a special tax district? If yes, explain:  The property is part of the private Longacre Association which has rules.
				12) Is the property subject to any type of land use restrictions, other than those contained within the property's chain of title or that are necessary to comply with state laws or municipal zoning? If yes, explain: "Longacre Association". There is an annual fee to cover maintenance of the private road, which is currently \$900 per lot.
П	1	1.1	П	13) Is the property located in a common interest community? If yes, is it subject to any community or association dues or fees? Please explain:
D		Ц	П	14) Do you have any knowledge of prior or pending litigation, government agency or administrative actions, orders or liens on the property related to the release of any hazardous substance? If yes, explain:

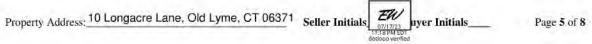
Property Address: 10 Longacre Lane, Old Lyme, CT 06371 Seller Initials 07/17/23 11-35 PM EDT on Old Property Address: 10 Longacre Lane, Old Lyme, CT 06371



YES	NO L	JNK	N/A	C. LEASED EQUIPMENT
0	8	П		15) Does the property include any leased or rented equipment that would necessitate or oblige either of the following: the assignment or transfer of the lease or rental agreement(s) to the buyer or the replacement or substitution of the equipment by the buyer? If yes, indicate by checking all items that apply:    Propane fuel tank
YES	NO U	JNK	N/A	D. MECHANICAL/UTILITY SYSTEMS
	v			16) Fuel types? Oil, Propane Are you aware of any heating system problems? If yes, explain: Equipment serviced annually by Petro or TMS.
П	*			17) Hot water heater type? Oil Age: Are you aware of any hot water problems? If yes, explain: Equipment serviced Annually by Petro or TMS
<u>  s  </u>	Ų		Ш	18) Is there an underground storage tank? If yes, list the age of tank and location; The commercial generator has a 1,200 gallon underground propane tank.
T	]+]	П	П	19) Are you aware of any problems with the underground storage tank? If yes, explain:
П	*	Ħ		During the time you have owned the property, has there ever been an underground storage tank located on the property? If yes, has it been removed? ☐ Yes ☐ No  If yes, what was the date of removal and what was the name and address of the person or business who removed such underground storage tank?
П	ī	Ť	E	Provide any and all written documentation of such removal within your control or possession by attaching a copy of such documentation to this form.  21) Air conditioning type:  Central;  Window; Other Central Air
				Are you aware of any air conditioning problems? If yes, explain:  Equipment serviced annually by Petro or TMS
	151		PL	22) Plumbing system problems? If yes, explain:

			П	23) Electrical system problems? If yes, explain:
D	<u>c</u>	П	Ē	24) Electronic security system problems? If yes, explain:
	v	П		25) Are there carbon monoxide or smoke detectors located in the dwelling on the property? If yes, state the number of detectors and whether there have been problems with such detectors:
	П	Ī	N	26) Fire sprinkler system problems? If yes, explain: The security system includes heat sensors but there is no interior sprinkler system.
YES	NO I	UNK	N/A	E. WATER SYSTEM
	m	m	11	27) Domestic water system type: □ Public; □ Private well; Other Private Well
	del	П	Ц	28) If public water:  a) Is there a separate expense/fee for water usage? If yes, is the expense/fee for water usage flat or metered? Provide the amount of the expense/fee and explain:
П	x	n	1.1.	b) Are there unpaid water charges? If yes, state amount unpaid:
×	) [	U	П	29) If private well: Has the well water been tested for contaminants/volatile organic compounds? If yes, attach a copy of the report. If no report is available, provide name of entity that performed testing and describe results of such testing: The water was tested when we first moved in. There were no problems. The house has an elaborate, high end filtration system.
∐.	(5)	D	JJ	If public water or private well: Are you aware of any problems with the well or with the water quality, quantity, recovery, or pressure? If yes, explain: Newer water tank and well pump installed in 2021 by Tomasek Plumbing.
YES	NO I	UNK	N/A	F. SEWAGE DISPOSAL SYSTEM
	п	H		30) Sewage disposal system type: ☐ Public; ☐ Septic; ☐ Cesspool; Other: Septic

			(I) b) (C) (32) If pr	
			32) If pr	Are there any unpaid sewer charges? If yes, state the amount:  ivate:  Name of service company:  Date last pumped:  Frequency of pumping during ownership:  For any sewage system, are there problems? If yes, explain:
ם נו			32) If pr	Name of service company:
			(a) (b)	Name of service company:
	•			For any sewage system, are there problems? If yes, explain:
			[] c)	
YES NO	de Fron			
LLD IN	OIIN	K N/A	J/A G ASB	EESTOS/ LEAD
1111112	*	L.J. I	33) Are	asbestos insulation or building materials present? If yes, location:
П	n i	П	□ 34) Is lo	ead paint present? If yes, location:
П	<u>x</u>	пг	35)Is lea	ad plumbing present? If yes, location:
YES NO	O UN	IK N/A	N/A H. BUI	LDING/ STRUCTURE/ IMPROVEMENTS
1	() (		☐ 36) Is t	he foundation made of concrete? If no, explain:
<b>I</b>			in the	andation/slab problems or settling? If yes, explain: Small cracking in the cement floor the garden room outside the basement door. Not part of the main house indation.
11 4	(d )	II I		sement water seepage/dampness? If yes, explain amount, frequency and ation:
	x (		39) Sur	mp pump problems? If yes, explain:



datinop sie	nature	verification	S0. , E VI ≅ ₹	
	×.			40) Do you have knowledge of any testing or inspection done by a licensed professional related to a foundation on the property? If yes, disclose the testing or inspection method, the areas or locations that were tested or inspected, the results of such testing or inspection and attach a copy of the report concerning such testing or inspection. If no report is available, provide name of entity that performed testing and describe results of such testing:
П	ı	П	Ú	41) Do you have knowledge of any repairs related to a foundation on the property? If yes, describe such repairs, disclose the areas repaired and attach a copy of the report concerning such repairs:
Ц	×	Ш	П	42) Do you have any knowledge related to the presence of pyrrhotite in a foundation on the property?  If yes, explain:
*		Ш	U II	43) Roof type: Certainteed Presidential TL Shingle : Age: 2015 44) Roof leaks? If yes, explain:
Έ	. –({)	11	1,7	45) Exterior siding problems? If yes, explain:
( )	(-)	11	10	46) Chimney, fireplace, wood or coal stove problems? If yes, explain:
Ц	(.)	Ш	Ц	47) Patio/deck problems? If yes, explain:
YES	NO	UNK	N/A	H. BUILDING/ STRUCTURE/ IMPROVEMENTS (Continued)
s	П	11	1,0	48) If patio/deck is constructed of wood, is the wood treated or untreated? IPE decks washed and oiled annually.
	×		П	49) Driveway problems? If yes, explain:
	(W)			50) Water drainage problems? If yes, explain:
D	*			51) Interior floor, wall and/or ceiling problems? If yes, explain:

Property Address: 10 Longacre Lane, Old Lyme, CT 06371 Seller Initials uyer Initials uyer Initials Page 6 of 8

52) Fire and/or smoke damage? If yes, explain:

Ш

53) Termite, insect, rodent or pest infestation problems? If yes, explain: I maintain an annual

contract with CT Pest Elimination services, to keep mice out of outdoor equipment.

Ц	ī			54) Rot or water damage problems? If yes, explain:
Ĭ.				55) Is the structure(s) insulated? If yes, type;; location;; location;;
П		K).	n	56) Has a test for radon been performed? If yes, attach copy of the report. If no report is avail provide the name of entity that performed the testing and describe the results of testing: Tested in 1999 when we moved in. There has never been a problem.
Ц	<u>  *  </u>	П	H	57) Is there a radon control system in place? If yes, explain:
Ш	*	Ш	Ш	58) Has a radon control system been in place in the previous 12 months? If yes, explain:
		ached:		dditional pages, if necessary, to further explain any item(s) above. Indicate here the number of addition and the state of
		Ques	nons or C	www.ct.gov/dcp
				IMPORTANT INFORMATION
(4	(A) Res	oonsib	ilities of R	teal Estate Brokers
R	egulati	ons of	Connectic	eyes a real estate broker of his or her obligation under the provisions of section 20-328-5a of the at State Agencies to disclose any material facts. Failure to do so could result in punitive action taken
		ie brok	ter, such a	s fines, suspension or revocation of license.
(I	3) Stat			
A		ement	s Not to C	s fines, suspension or revocation of license.
A	ny repr ayer.	ement esenta	s Not to C	s fines, suspension or revocation of license.
A bi	ny repr uyer. C) <u>Nat</u>	ement esental are of identia	s Not to C tions made Report	Sonstitute a Warranty  by the seller on the written residential property condition report shall not constitute a warranty to the  Condition Report is not a substitute for inspections, tests, and other methods of determining the
A bu	ny repr nyer.  C) Nat his Res hysical	ement esental are of idential	s Not to Contions made  Report  Il Property  ion of the p	Sonstitute a Warranty  by the seller on the written residential property condition report shall not constitute a warranty to the  Condition Report is not a substitute for inspections, tests, and other methods of determining the
A bo	ny repr uyer.  C) <u>Nat</u> his Res hysical  D) <u>Info</u>	ement esental are of idential condit rmatic	s Not to C tions made Report al Property ion of the pon on the	Sonstitute a Warranty  by the seller on the written residential property condition report shall not constitute a warranty to the  Condition Report is not a substitute for inspections, tests, and other methods of determining the property.
A bo	ny repr ayer.  C) Nat his Res hysical  O) Info	ement esental are of identia condit rmatic ion cor or the	Report  Il Property ion of the ponterming the Department	Sonstitute a Warranty  The by the seller on the written residential property condition report shall not constitute a warranty to the Condition Report is not a substitute for inspections, tests, and other methods of determining the property.  Residence of Convicted Felons  The residence address of a person convicted of a crime may be available from law enforcement
A book (C) Triple (II loo ag	ny repr ayer.  C) Nat his Res hysical  O) Info aformat gencies  E) Buil	ement esental are of identia condit rmatic ion cor or the ding F	Report  Il Property ion of the poncerning the Department Permits and	Sonstitute a Warranty  It by the seller on the written residential property condition report shall not constitute a warranty to the Condition Report is not a substitute for inspections, tests, and other methods of determining the property.  Residence of Convicted Felons  The residence address of a person convicted of a crime may be available from law enforcement and of Public Safety.
A book (CC Triple) (II Intagent (IF Processing)	ny reprayer.  C) Nat his Res hysical D) Info aformat gencies E) Built rospect	ement esental are of identia condit rmatic ion cor or the ding F ive buy	Report  Il Property ion of the poncerning the Department Permits and	Sonstitute a Warranty  The by the seller on the written residential property condition report shall not constitute a warranty to the Condition Report is not a substitute for inspections, tests, and other methods of determining the property.  Residence of Convicted Felons  The residence address of a person convicted of a crime may be available from law enforcement and of Public Safety.  It consult with the municipal building official in the municipality in which the property is located to

dotloop signature verification:

#### (G) Concrete Foundation

Prospective buyers may have a concrete foundation inspected by a licensed professional engineer who is a structural engineer for deterioration of the foundation due to the presence of pytrhotite.

#### (H) Dam

Information concerning the registration and categorization of a dam on the property may be obtained from the Department of Energy and Environmental Protection.

#### (I) Buyer's Certification

The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an expert. The buyer understands that there are areas of the property for which the seller has no knowledge and that this report does not encompass those areas. The buyer also acknowledges that the buyer has read and received a signed copy of this report from the seller or seller's agent.

Date	Buyer		Buye	er
		Signature		Print Name
Date	Buyer		Buye	er
		Signature		Print Name
(J) Seller's Cert	ification			
and accurate for the brokers or sal	those areas of the properties	perty listed. In the even ne above information to	t a real estate broker prospective buyers, s	es that the information contained above is tru or salesperson is utilized, the seller authorize selling agents or buyer's agents.
Date 07/16/2023	Seller Eliz	abeth Wyckoff	DNDA-NGPW-XSHE-ZBGM	Elizabeth K. Wyckoff
		Signature		Print Name
Date	Seller		Selle	r.
		Signature		Print Name
* The Stove and	Refrigerator are not for	unctioning at this time	27/17/23 11/18 9M EDT dodoop verified	

Property Address: 10 Longacre Lane, Old Lyme CT 06371 Seller Initials Upper Initials Page 8 of 8

#### STATE OF CONNECTICUT

#### DEPARTMENT OF CONSUMER PROTECTION 450 Columbus Blvd, Suite 901 • Hartford, CT 06103



#### RESIDENTIAL FOUNDATION CONDITION REPORT

This report must be filled out for the transfer of residential property located in a town determined by the Capitol Region Council of Governments to be affected, or potentially affected, by crumbling foundations <u>and</u> that was acquired by: (1) a political subdivision of this state; (2) a judgment of strict foreclosure; (3) foreclosure by sale; or (4) a deed in lieu of foreclosure. The owner or political subdivision shall make the disclosures below to the prospective purchaser of such property prior to the prospective purchaser's execution of any binder, contract to purchase, option, or lease containing a purchase option. The seller is required to credit the purchaser with the sum of \$500 at closing if the seller fails to furnish this report (C.G.S. Section 20-327c).

A list of affected or potentially affected towns may be found at http://crcog.org/crumbling-foundations/realestatemap/.

#### INSTRUCTIONS TO SELLERS:

- 1. You must answer all questions to the best of your knowledge.
- 2. You are not required to undertake investigations or inspections of the foundation to verify your answers.
- 3. Your real estate licensee cannot complete this form on your behalf.
- 4. "UNK" means Unknown, "N/A" means Not Applicable.
- 5. If you need additional space to complete any answer or explanation, attach additional page(s) to this form. Include the subject property address, seller's name and the date on all additional pages.

Pursuant to the Uniform Property Condition Disclosure Act, the seller is obligated to answer the following questions and to disclose any knowledge of any problem regarding the following:

	A	. SUBJECT PROPERTY
	1)	Name of seller(s): Elizabeth K. Wyckoff
	2)	Street address, municipality, zip code: 10 Longacre Lane, Old Lyme, CT 06371
YES NO UNK N/A	В.	. INFORMATION ABOUT THE FOUNDATION
	3)	Do you have any knowledge related to the presence of pyrrhotite in any concrete foundation on the subjective? If yes, explain:
	4)	Are you aware of any damage or deterioration in any concrete foundation on the subject property, including, but not limited to, any damage or deterioration caused by the presence of pyrrhotite in any concrete foundation on the property? If yes, explain_
1014	anganya I	ane, Old Lyme, CT 06371 Seller Initials Page 1 of 2

				(Continued)	
	5) Are you yes, exp			rete foundation on the subjec	t property?
	ch additional pages,	, if necessary, to further ex	plain any item(s) abov	e. Indicate here the number o	f additiona
pages attached:		ne Department of Consu	ner Protection webvi	te ar www.ct.anvldcn	
2	yucanong: Visit in			ie die www.engowaep	
		IMPORTANT IN	FORMATION		
(A) Responsibilities (	of Real Estate Bro	kers			
Regulations of Connec	cticut State Agencie		facts. Failure to do so	isions of section 20-328-5a of could result in punitive action	
(B) Statements Not t	to Constitute a Wa	rranty			
0.0			n condition report shall	not constitute a warranty to t	he buyer.
0.0	nade by the seller or		a condition report shall	not constitute a warranty to t	he buyer.
Any representations m (C) Nature of Report This report is not a sulfoundation. Prospective	ade by the seller or t bstitute for inspective by buyers may have	n this residential foundation	ds of determining the p		he buyer,
Any representations m (C) Nature of Report This report is not a sulfoundation. Prospective	tade by the seller or the seller or the sel	n this residential foundation ons, tests, and other metho a concrete foundation ins	ds of determining the p	hysical condition of the	he buyer.
Any representations m  (C) Nature of Report  This report is not a sulfoundation. Prospective structural engineer for  (D) Buver's Certification of the buyer is urged to conderstands that there	the seller or the propass those parts. The seller or the seller or the propass those parts.	on this residential foundation ons, tests, and other methon a concrete foundation inspection for the presentation due to the presentation and, if desired perty, including the foundation	ds of determining the proceed by a licensed proceed of pyrrhotite.  I, to have the foundation for which the sel	hysical condition of the	e buyer this
Any representations m  (C) Nature of Report  This report is not a sulfoundation. Prospective structural engineer for  (D) Buver's Certificate The buyer is urged to cunderstands that there report does not encomp	the seller or the propass those parts. The seller or the seller or the propass those parts.	on this residential foundation ons, tests, and other methon a concrete foundation inspection for the present foundation due to the present to the present the foundation and, if desired perty, including the foundation acknowledgen	ds of determining the proceed by a licensed proceed of pyrrhotite.  I, to have the foundation for which the sel	physical condition of the ofessional engineer who is a series of the original engineer who is a series of the original engineer. The original engineer has no knowledge and that ad and received a signed copy	e buyer this
Any representations m  (C) Nature of Report  This report is not a sulfoundation. Prospective structural engineer for  (D) Buver's Certificat  The buyer is urged to cunderstands that there report does not encompreport from the seller of	bstitute for inspective buyers may have deterioration of the ation carefully inspect the are parts of the propass those parts. Tor seller's agent.	on this residential foundation ons, tests, and other methon a concrete foundation inspection for the presentation due to the presentation and, if desired perty, including the foundation	ds of determining the prected by a licensed proceed of pyrrhotite.  I, to have the foundation for which the seles that the buyer has re	ohysical condition of the ofessional engineer who is a on inspected by an expert. The ler has no knowledge and that	e buyer this
Any representations m  (C) Nature of Report  This report is not a sulfoundation. Prospective structural engineer for  (D) Buver's Certificat  The buyer is urged to cunderstands that there report does not encompreport from the seller of	bstitute for inspective buyers may have deterioration of the ation carefully inspect the are parts of the propass those parts. Tor seller's agent.	on this residential foundation ons, tests, and other method a concrete foundation instantion due to the present of the foundation and, if desired perty, including the foundation acknowledged.  Signature	ds of determining the prected by a licensed proceed of pyrrhotite.  I, to have the foundation for which the seles that the buyer has re	ohysical condition of the ofessional engineer who is a solution inspected by an expert. The ler has no knowledge and that ad and received a signed copy	e buyer this
Any representations m  (C) Nature of Report  This report is not a sulfoundation. Prospective structural engineer for  (D) Buver's Certificat  The buyer is urged to conderstands that there report does not encompreport from the seller of the buyer is urged.  Date	bstitute for inspection to be buyers may have buyers may have deterioration of the ation carefully inspect the are parts of the propass those parts. Toor seller's agent.	on this residential foundation ons, tests, and other methon a concrete foundation inspection for the present foundation due to the present to the present the foundation and, if desired perty, including the foundation acknowledgen	ds of determining the proceed by a licensed proceed by a licensed proceed of pyrrhotite.  I, to have the foundation for which the seles that the buyer has re	physical condition of the ofessional engineer who is a series of the original engineer who is a series of the original engineer. The original engineer has no knowledge and that ad and received a signed copy	e buyer this
Any representations m  (C) Nature of Report  This report is not a sulfoundation. Prospective structural engineer for  (D) Buver's Certificat  The buyer is urged to a understands that there report does not encompreport from the seller of the part of the part of the seller of the part of the part of the seller of the part of the p	bstitute for inspection to be buyers may have buyers may have deterioration of the ation carefully inspect the are parts of the propass those parts. Toor seller's agent.	on this residential foundation ons, tests, and other method a concrete foundation instantion due to the present of the foundation and, if desired perty, including the foundation acknowledged.  Signature	ds of determining the proceed by a licensed proceed by a licensed proceed of pyrrhotite.  I, to have the foundation for which the seles that the buyer has re	ohysical condition of the ofessional engineer who is a solution inspected by an expert. The ler has no knowledge and that ad and received a signed copy	e buyer this
Any representations m  (C) Nature of Report  This report is not a sulfoundation. Prospective structural engineer for  (D) Buver's Certificate  The buyer is urged to conderstands that there report does not encompreport from the seller of the seller of the seller acknowledges the seller acknowle	bstitute for inspective buyers may have deterioration of the ation carefully inspect the are parts of the propass those parts. Tor seller's agent.	ons, tests, and other method a concrete foundation instantion due to the present of the foundation and, if desired perty, including the foundation acknowledge Signature  Signature  as an owner of a property and contained above is true and contained above	ds of determining the proceed by a licensed proceed by a licensed proceed of pyrrhotite.  I, to have the foundation tion, for which the seles that the buyer has re	ohysical condition of the ofessional engineer who is a solution inspected by an expert. The ler has no knowledge and that ad and received a signed copy	e buyer this of this closure, the
Any representations m  (C) Nature of Report  This report is not a sulfoundation. Prospective structural engineer for  (D) Buver's Certificate  The buyer is urged to conderstands that there report does not encompreport from the seller of the seller of the extent of the seller acknowledges the utilized, the seller autibuyers' agents.  07/16/2023	bstitute for inspective buyers may have deterioration of the ation carefully inspect the are parts of the propass those parts. Tor seller's agent.	ons, tests, and other method a concrete foundation instantion due to the present of the foundation and, if desired perty, including the foundation acknowledge Signature  Signature  as an owner of a property and contained above is true and contained above	ds of determining the precised by a licensed properties.  It to have the foundation tion, for which the seles that the buyer has reguired through force and accurate. In the evidence above information	ohysical condition of the ofessional engineer who is a solution inspected by an expert. The ler has no knowledge and that ad and received a signed copy.  Print Name  Print Name  losure or deed in lieu of force ent a real estate broker or sal	e buyer this of this closure, the
Any representations m  (C) Nature of Report  This report is not a sulfoundation. Prospective structural engineer for  (D) Buver's Certificat  The buyer is urged to conderstands that there report does not encompreport from the seller of the seller of the seller acknowledges the utilized, the seller autibuyers' agents.	bstitute for inspective buyers may have deterioration of the ation carefully inspect the are parts of the propass those parts. Tor seller's agent.	ons, tests, and other method a concrete foundation instantion due to the present of the foundation and, if desired perty, including the foundation acknowledge Signature  Signature  as an owner of a property and contained above is true are or salesperson to provide	ds of determining the precised by a licensed properties.  It to have the foundation tion, for which the seles that the buyer has reguired through force and accurate. In the evidence above information	ohysical condition of the ofessional engineer who is a solution inspected by an expert. The ler has no knowledge and that ad and received a signed copy.  Print Name  Print Name  losure or deed in lieu of force ent a real estate broker or sal to prospective buyers, selling	e buyer this of this closure, the
Any representations m  (C) Nature of Report  This report is not a sulfoundation. Prospective structural engineer for  (D) Buver's Certificate  The buyer is urged to conderstands that there report does not encompreport from the seller of the seller of the extent of the seller acknowledges the utilized, the seller autibuyers' agents.  07/16/2023	bstitute for inspective buyers may have deterioration of the ation carefully inspect the are parts of the propass those parts. Tor seller's agent.	ons, tests, and other method a concrete foundation instantion due to the present of the foundation and, if desired perty, including the foundation acknowledge Signature  Signature  as an owner of a property and contained above is true and or salesperson to provide about Wyckeff	ds of determining the precised by a licensed properties.  It to have the foundation tion, for which the seles that the buyer has reguired through force and accurate. In the evidence above information	ohysical condition of the ofessional engineer who is a solution inspected by an expert. The ler has no knowledge and that ad and received a signed copy.  Print Name  Print Name  losure or deed in lieu of force ent a real estate broker or sal to prospective buyers, selling abeth K, Wyckoff	e buyer this of this closure, the

## ADDENDUM PROPERTY INCLUSION/EXCLUSION

Listed Property Address: 10 Longacre Lane, Old Lyme, CT 06371

-			
ITEM	INCLUDED	ITEM	INCLUDED
Air conditioner(s) Wall/Window Chandelier (Foyer) Chandelier (Dining Room) Dishwasher Range/Hood (if any) Firewood Garbage Disposal Refrigerators # 1 Freezer(s) Microwave Pool & Pool Equipment Shelving (Location: basement Storage Shed Washing Machine Dryer Exterior Plantings	Y	Blinds/Shades Ceiling Fan(s) Curtains/Draperies/Rods Cooktop/Hood (if any) Wall Oven(s) Garage Door Remote(s) Gas Grill Fireplace Equipment Light Fixtures (all not mentioned) Outdoor Play Equipment Smoke Detectors Security Systems Storm Doors Wood Stove Hot Tub/Spa	Y
Othersafe - negotiable	TEN D NA D	Other surround sound system	Y 🗹 N 🗍 MA 🗀
Other Victorian mirror in living roo	om-negotiab		
Light Fixtures specifically EXCLUDED			
Window Treatments specifically EXCLL bedroom, master bedroom, and up		room, living room, 1st floor bedroo	m, front upstairs
		m headboard and master bathroom	m medicine cabinet
Plantings specifically EXCLUDED from	sale: Yard statues - nego	tiable	
Elicabeth K. Wychoff dolloo v 95/18/22 RUOO-FO	BI-WYXH-IKLI	Buyer	
Alla			
Seller		Buyer	_
Date:05/18/2022		Date:	

## Mold and Mold -Forming Condition Disclosure

Date:	Jun 30, 2023		
Seller(s):	Elizabeth K. Wyckoff		_
Property Address:	10 Longacre Lane, Old Lyme, CT	06371	_
Seller (s) certifies that	at to the best of Seller's(s') kn	nowledge and belief (check all that apply):	
		conditions that could lead to the growth of mold (suddrainage problems, flooding, etc).	ch as, but
studs, posts, wall cay	vities or penetrating (growing	e for mold growing on structural components such as below the surface) of walls, ceilings or floors ("penergrowing on shower curtains, showers or bathtubs).	trating"
9	Please provide detail	is- attach additional sheets if necessary	
	of the presence of conditions age problems, flooding, etc).	s that could lead to the growth of mold (excessive (Please provide details)	humidity,
	Please provide detail	ls - attach additional sheets if necessary	
The Seller(s) makes will rely on the infor Seller's Signature  Clauded Print Name  Clauded Date	this disclosure knowing that smation contained on this disclosure knowing that smatter contained on this disclosure knowing that smatter contained on this disclosure knowing that smatter contained in the smatter contained	the listing agent, the buyer agent, and any potential losure.  Seller's Signature  Print Name  Date	l buyer(s)
I/We have received any investigation of	and read this form. Completic the Property or that Seller(s) v	on of this form does not mean that the Seller(s) has pwarrants that the Property is without mold.	erformed
remediation. For fur	ther information see the Con	are currently no standards for the presence of mole mecticut Department of Public Health's "Fact Sheet available at http://www.state.ct.us/dph	l or mold Mold in
Buyer's/Tenant's signature		Buyer's/Tenant's signature	
©2002-2013 Connecticut Asso 08/02, 07/03; 04/07; 02/11	ociation of REALTORS®, Inc.	REALTOR®	

#### II.

#### 10 Longacre Lane Contractor List as of 5/18/22

#### Awning Care

- Niantic Awning
  - o Work: (860) 739-0161
  - o Cell: (860) 933-2939
  - Address:

193 Pennsylvania Ave,

Niantic CT

#### Chimney Service

- Shamrock Chimney
- Technician: Frank
  - o Work: (860) 616-5427

#### Cleaning

- Alice Souza
  - o Cell: (860) 964-9359

#### Electrical

- Zelek Electric / Connected Systems
- Zelek did original electric work
  - o Work: (860) 434-1788
  - Main: (860) 434-9726
    - o Cell: (860) 662-1050
    - o Address:

PO Box 897

187 A Boston Post Rd

Old Lyme CT

- Sked Electric
- Contact: Woody
  - o Work: (860) 434-3366

#### Fire Extinguishers servicer

- · Shipman's Fire Equipment Co.
  - o Work: (860) 442-0678
  - o Address:

172 Cross Rd

Waterford, CT 06285

#### Furnace and AC

- Petro Oil
  - o Work: (800) 645-4328

 Address: 212 Elm Street

New Haven, CT 06473

- Total Mechanical Systems (TMS) o Work: (860) 314-1518

  - Address:

140 New Britan Ave

Plainville, CT 06062

#### Gas Fireplace Service

- Mr. Appliance
- Technician: Marc Brainard
  - Work: (860) 339-6800
  - o Cell: (860) 388-3422
  - Email:

mbrainard@mrapplianceos.c

om

#### Gate

- Electrical Connection
- Contact: Randy
- Technican: Adam
  - Work: (860) 667-0241
  - Email:

rserkey@electricalconnection

inc.com

Address:

36 Holland Drive

Newington, CT 06111

#### <u>Garage</u>

- Shoreline Overhead Door Company of Norwich
  - Work: (860) 889-3848
  - o Cell: (203) 488-6550
  - Address:

88 Route 2A

Preston, CT 06365

#### Gutters

Thomas Sanders

#### II.

## 10 Longacre Lane Contractor List

#### as of 5/18/22

- Mobile: (860) 316-8116
- Kappri Painting

#### Irrigation System

- SLS Irrigation
  - o Work: (860) 859-3100 o Cell: (860) 367-5912
  - Address: 406 Salem Road Salem, CT 06371

#### Landscaping

- · Ballek's Garden Center
- Contact: George
  - o Work: (860) 873-8878 o Cell: (860) 685-0381
  - o Address: 860 Maple Ave East Haddam, CT 06423
- Garden help
  - o Roger Martins
    - Cell: (860) 964-9359

#### Lawn Care

- · Treatment Trugreen
  - Work: (860) 878-4733
- Mowing Gardner Landscaping
- Contact: Dan Gardner
  - Work: (860) 434-2213 o Cell: (860) 405-7564

#### **Painting**

- Kappri Painting LLC
- · Contact: Shazoen Nawaz
  - Email: kappripainting@gmail.com

#### Pest Control

- CT Pest Elimination
- Technician: Glenn
  - o Work: (475) 209-9129

#### Plumbing

- Tomazsek Plumbing
- Contact: Ed
  - o Work: (860) 443-7565 o Cell: (860) 235-3047
  - Emergency: (860) 260-0659

#### Security System

- Monitor Controls / American Alarm Company
- Technician: Gary
  - o Work: (203) 269-9636
  - Address: 178-180 Center Street Wallingford, CT 06492

#### Shrub Care

- Trugreen
- Specialist: Manny
  - Work: (800) 878-4733
  - Manny Cell: (860) 508-8562

#### Washer / Dryer Service

- RJ Veitch Appliance Repair
  - o Work: (860) 388-3888
  - Address: 830 Middlesex Ave Old Saybrook, CT 06475

#### Water Filtration System

- GW Inc
- Technician: Greg
  - o Work: (203) 272-6017 Mobile: (203) 619-3963
  - Services water softener machine and the filtration

tank

Elizabeth Wyckoff 10 Longacre Rd. Old Lyme, CT 06371

5/8/2015

Replace Roofing - Budget

		Budget
Project Management		\$2,750.00
Presidential TL Shingles 5000 sf		\$46,646.10
	Sub Total	\$49,396.10
	15% O&P	\$7,409.42
	Total	\$56,805.52

Material will be disposed of per state & local code/law. All integral flashings & accessories included.

The removal & installation of siding at the step flashing is not included. We will use the existing steps if they are in good shape or drive the clapboard nails & slip in new steps if possible. Replacement of rotten lath, plywood or framing, if needed, is not included.

Permit not included.



AIG Property Casualty Company
(Name of issuing company)

Renewal

Effective: 11/22/2022

#### Connecticut Homeowners Declarations Page

Your Declarations Page shows at a glance the coverage you have and your premium. Your Declarations Page is part of your policy. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a description of your coverage.

Policy Number: PCG 0028248102

Name of Insured and Mailing Address: Elizabeth Wyckoff 2 Sutton Place So New York, NY 10022 United States of America Policy Period: 11/22/2022 - 11/22/2023 At 12:01 A.M. standard time at your mailing address shown below

Agency Name, Address, Phone # & Code:

Madison Private Client 7 Ridgedale Ave. Suite 204 Cedar Knolls, NJ 07927

(888) 539-3737 - 0053211

#### YOU WILL BE BILLED SEPARATELY FOR ANY PREMIUM DUE.

The kind of losses that are covered and any special limits or deductibles that apply, are explained in detail in your Policy.

#### Summary of Coverage by Location:

#### 10 Longacre Lane, Old Lyme, CT 06371

COVERAGE	PAYMENT BASIS	COVERAGE LIMIT
Dwelling	Guaranteed Rebuilding Cost	\$2,992,392
Other Permanent Structures	Guaranteed Rebuilding Cost	\$72,280
Contents	Replacement Cost	\$222,400
Additional Living Expense		Unlimited
Liability		\$1,000,000
Medical Payments		\$10,000
	Connecticut Healthy Home Fund Surcharge	\$12.00

Deductible(s) applied to this location: Standard (All other Perils): \$5,000

Location Premium: \$9,457.00

#### Forms and Endorsements Attached for Location:

PCG-CL NO (06/06), PCGOFACNOT (07/14), PCHO-FLOODNOT (09/06), PCHO-HS (09/06), PCHO-DWLL (09/06) PCHO-AECT (09/21), PCHO (09/06), PCG-FEENOTICE (08/18), 91222 PCG (09/16), PCG-OFAC (07/14) PCHO-DEC-CT (10/15), PCHO-FRDSG-CT (05/09), PCHO-EB-PLUS-CT (09/09), PCG-DESNOT-CT (02/21) 141636 (05/21), PCG-PRIVNOT (09/21), IL N 021 (10/20)

PCHO-DEC-CT (10/15)



AIG Property Casualty Company (Name of issuing company)

#### Renewal

#### Homeowners Location Extension Schedule Page

Summary of Coverage by Location for Policy: PCG 0028248102

First Mortgagee Loan #: Wycoff

Essex Savings Bank

ISAOA PO Box 950 Essex,CT 06426

7 Crabapple Ln Niantic CT 06357

COVERAGE COVERAGE LIMIT

Liability \$1,000,000.00

Medical Payments \$10,000.00

Total Premium: \$9,457.00

**FACTS** 

Why?

What?

How?

## WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are no longer our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

#### Questions?

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: CIPrivacy@aig.com

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail:

CIPrivacy@aig.com

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: CIPrivacy@aig.com

PCG-PRIVNOT (09/21)

American International Group, Inc. All rights reserved.

Page 1 of 3

# Who we are Who is providing this notice?

The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

#### What we do

## How does AIG protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

## How does AIG collect my personal information?

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

#### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes-information about your creditworthiness
- · affiliates from using your information to market to you
- · sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

#### Definitions

#### **Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

 Our affiliates include the member companies of American International Group, Inc., such as National Union Fire Insurance Company of Pittsburgh Pa.

#### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

· AIG does not share with nonaffiliates so they can market to you.

#### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

 Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.

#### Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

For Vermont Residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

For California Residents only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

PCG-PRIVNOT (09/21)

<sup>©</sup> American International Group, Inc. All rights reserved.

Page 2 of 3

For Nevada Residents Only. We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: aginfo@ag.nv.gov. You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 1271 Ave of the Americans, FL 37, New York, NY 10020- 1304.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, CIPrivacy@aig.com.



## NOTICE

To report a claim, please contact:

+1-888-760-9195

PCG-CL NO (06/06)



#### POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

#### IMPORTANT NOTICE REGARDING YOUR POLICY

Your policy will be assessed an installment fee per installment, unless Full Payment has been selected. The

Installment Fees

tee amount is	disclosed on you	ur billing State	ement.		

#### PETRO HOME SERVICES

Transaction Report

Date Type: All Dates
Current Balance: \$1,603.59

<b>Event Date</b>	Posting Code	Description	Reference	TLS	Units	Ppu	Amount	Open Amount	*Balance
04/29/2022	2	#2 HEATING OIL	580202	Tank 1	250.60	6.399000	\$1,603.59	\$0.00	\$1,603.59
03/18/2022	2	#2 HEATING OIL	537385	Tank 1	281.70	5.561900	\$1,582.87	\$0.00	\$3,266.16
02/15/2022	2	#2 HEATING OIL	507313	Tank 1	355.20	4.739000	\$1,683.29	\$0.00	\$3,211.43
01/22/2022	2	#2 HEATING OIL	482374	Tank 1	355.30	4.299000	\$1,527.43	\$0.00	\$4,028.14
12/29/2021	2	#2 HEATING OIL	459164	Tank 1	247.90	3.839000	\$951.69	\$0.00	\$2,500.71
12/06/2021	2	#2 HEATING OIL	435465	Tank 1	437.70	3.539000	\$1,549.02	\$0.00	\$1,549.02
09/20/2021	2	#2 HEATING OIL	359290	Tank 1	338.70	3.609000	\$1,222.37	\$0.00	\$1,205.97
04/16/2021	2	#2 HEATING OIL	202294	Tank 1	250.40	3.229000	\$808.54	\$0.00	\$1,885.19
03/02/2021	2	#2 HEATING OIL	156366	Tank 1	287.00	3.249000	\$932.46	\$0.00	\$1,992.28
02/04/2021	2	#2 HEATING OIL	13106	Tank 1	360.50	3.119000	\$1,124.40	\$0.00	\$2,719.97
12/10/2019	2	#2 HEATING OIL	709184	Tank 1	478.10	3.649000	\$1,744.59	\$0.00	\$2,759.56
*TOTAL:				3643.10			\$14,730.2	25	

<sup>-</sup> The balance column and total reflects a running balance and total based on the transaction selected and order in which they are posted. Whenever the section criteria included a date range and post code, and the transactions invilved have not been posted in event date order, the running balance and total shown here may differ from other transaction history screens and documents.

#### III.

## 10 Longacre Lane Equipment Inventory as of 5/18/22

#### Air Conditioning System

- 7 A/C units
- Serviced annually

#### Central Vacuum System

- 2 Electrolux systems: one tank in freezer room and one in train room
- Each work vertically in 1/2 of the house
- Plug in for each of the units in each ½ of house is slightly different

#### Fire places: 3

- 2 real, one in family room and one in upstair den.
- 1 gas fireplace in the Library, powered by propane. Converted to gas but can be used as a real fireplace
  - Remote control instructions
    - Hold red button and large flame button down together
    - Release when you hear beep
    - Adjust flame height when flame appears
    - This is a vent free unit. It can be used with the flu closed or cracked slightly

#### Generator

- Commerical Catapillar
- 1,200-gallon propane tank sunken in Pacasandra located on cement slab big enough to house pool filtration system
- Runs house for 2 weeks
- Propane runs gas fireplace in library, kitchen stove, and generator

#### Heat

- 2 Utica Boiler Furnaces (serviced annually)
- 3 Power Plus 51 hot water heaters (serviced annually)

#### Irrigation System

- 15 zones - see Irrigation System paperwork

#### III.

## 10 Longacre Lane Equipment Inventory as of 5/18/22

#### Landscaping

- 100 bags of pine nuggets (\$6.50 per bag) line the driveway and 10 cubic yards of garden mulch are spread annually in the garden

#### Pest Control

- No problem in house. Important to service mice boxes in garden room, near A/c units, and generator. Otherwise mice can chew the wires.
- Annual contract with CT Pest Elimination Services

#### Roof

- Certainteed Presidential TL Singles, 5,000sft
- New in 2015

#### Security System

- See paperwork from Monitor Controls / American Alarm Company for in depth details
- 14 smoke detectors throughout house
- Wired back-hall bathroom window
- Glass-break detectors in upstairs den, first floor bedroom, and library
- 3 high water indicators in basement
- System indicates heat and cold, high water, motion and brake-in

#### Stereo system:

- Throughout the house
- All equipment in the front closet is hooked up to various speakers throughout the house. Speaker controls are on the wall of each room.
   Speakers on both lower decks, the screened-in porch, and either side of the garage.

#### Water System

- Control (wall)
- Filter
  - New filter in 2006
- Soft Water
  - New in 2003

## III. 10 Longacre Lane Equipment Inventory as of 5/18/22

- Tank (New 2021)
- New well pump and cleaned lines done in 2021.

#### 10 Longacre Lane Irrigation system

#### Service Company: SLS Irrigation

- Part of Burnette's Landscaping, irrigation division is run by Chuck Gillis who used to work for Maxim Irrigation
- Contact info

Mobile: 860-367-5912Work: 860-859-3100

Last Service: 5/12/22

The water must be turned on and shut off in the basement in May and in October

- 1. Garage Controller
  - 6 zones that run on ODD DAYS
    - 1:00am 2:32am = 1 hour 32 min = 92 min x 8 gallons/min = 736 gallons/cycle
  - Zone 4 is a "well recovery zone" (20 Minutes) no spray.
- 2. Side Controller
  - 9 zones that run on EVEN DAYS
    - 1:30am 4:10am = 3 hours 10 min = 215 min x 8 gallons/min = 1720 gallons/cycle
- 3. Two Rain sensors working on both sides of the house

#### IX.

#### BYLAWS OF LONGACRE ASSOCIATION, INC.

#### ARTICLE I

#### INTRODUCTION

These are the Amended and Restated Bylaws of LONGACRE ASSOCIATION, INC.

#### ARTICLE II

#### BOARD OF DIRECTORS

#### Section 2.1 - NUMBER AND QUALIFICATION:

- (a) The affairs of LONGACRE ASSOCIATION shall be governed by a Board of Directors (hereafter known as the Board) consisting of one owner of each Lot, or an appointed representative thereof, all Lots situated in the Town of Old Lyme, County of New London and State of Connecticut shown and designated on a map entitled: "Record Subdivision Map property of Geoffrey W. Hands Sill Lane Old Lyme, Connecticut Date: April 23, 1986 Scale: 1" = 100' Revisions: 613/86 Rev. Wetland Line 6/24/86 Rev. Lots 3, 4, 6, 7, 8, 9" prepared by Angus McDonald/Gary Sharpe & Associates, Inc., Civil Engineers-Planners-Surveyors, Old Saybrook, Connecticut. If any lot is owned by a partnership, limited liability company or corporation, any officer, partner or employee of that lot owner shall be eligible to serve as a Board member. If any lot is owned by a trust, the trustee of said trust shall be eligible to serve as a Board member.
  - (b) When more than one person owns a Lot, the membership position on the Board for such Lot shall be filled as they, among themselves, determine. If the owners of any such Lot cannot agree and make no designation, then that position shall be deemed vacant until such time as they are able to agree. When a lot is owned by a partnership or corporation, the entity shall determine who shall serve as such Board member in accordance with its own operating agreement or by laws.
  - (b) The Board shall elect the Officers. The Officers shall take office upon election.

<u>Section 2.2 – POWERS AND DUTIES</u>: The Board shall have the powers and duties necessary for the administration of the affairs of the Association, which shall include, but not be limited to, the following:

(a) Adopt and amend Bylaws and Rules and Regulations subject to the limitations of an "Amendment and Restatement of Declaration of Covenants and Declaration of Restrictions," dated December 1, 2007 (hereinafter referred to as the Declaration).

- (b) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments from lot owners in the manner and for the purposes set forth in the Declaration.
  - (c) Hire and discharge managing agents;
- (d) Hire and discharge employees and agents other than managing agents and independent contractors;
- (e) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself on matters affecting common areas shown on the aforesaid map, including "Proposed Private Road" and "Open Space";
  - (f) Make contracts and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement and modification to the said common areas in accordance with said Declaration;
- (h) Acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, subject to the provisions of said Declaration;
- (i) Impose charges or interest or both for late payment of assessments and, after
   Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and
   Regulations of the Association;
- (j) Provide for the indemnification of its officers and Board and maintain Directors' and officers' liability insurance;
  - (k) Exercise any other powers conferred by the Declaration or Bylaws;
- Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
- (m) Exercise any other powers necessary and proper for the governance and operation of the Association.
- <u>Section 2.3 STANDARD OF CARE</u>: In the performance of their duties, the officers and members of the Executive Board are required to exercise ordinary and reasonable care.

- <u>Section 2.4 ADDITIONAL LIMITATIONS</u>: The Board shall be additionally limited by the terms and provisions of the Declaration.
- Section 2.5 MANAGER: The Board may employ a Manager at a compensation established by the Executive Board, to perform such duties and services as the Board shall authorize.
- Section 2.6 VACANCIES: Vacancies in the Board caused by any reason other than the removal of a member by a Vote of the lot owners, may be filled as follows: At a special meeting of the Board held for that purpose at any time after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, by a majority of the remaining such members, constituting the Board. Each person so elected or appointed shall be a board member for the remainder of the term of the member so replaced.
- Section 2.7 MEETINGS: Meetings of the Board may be called by the President or by a majority of the members of the Board on at least three (3) business days' notice to each member. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.
- <u>Section 2.8 LOCATION OF MEETINGS</u>: All meetings of the Board shall be held within Old Lyme, unless all members thereof consent in writing to another location.
- Section 2.9 WAIVER OF NOTICE: Any member may waive notice of any meeting in writing. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting, no notice shall be required and any business may be transacted at such meeting.
- Section 2.10 QUORUM OF BOARD MEMBERS: At all meetings of the Board, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.
- <u>Section 2.11 FIDELITY BONDS</u>: To the extent reasonably available, the Board shall obtain adequate fidelity bonds for all officers, employees and agents of the Association handling or responsible for Association funds. The premiums on the bonds are a Common Expense.

<u>Section 2.12 - COMPENSATION:</u> No member of the Board shall receive any compensation from the Association for acting as such.

Section 2.13 – CONSENT TO CORPORATE ACTION: If all of the members of the Board or all members of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the members of the Board or committee constitutes a quorum for such action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Board or the committee, as the case may be. The Secretary shall file such consensus with the minutes of the meetings of the Board.

#### ARTICLE III

#### LOT OWNERS

<u>Section 3.1 – ANNUAL MEETINGS</u>: Annual meetings shall be held at such time as the Board may designate. At such meeting, the Lot Owners may transact such business at such meetings as may properly come before them.

<u>Section 3.2 – PLACE OF MEETINGS</u>: Meetings of the lot owners shall be held at such suitable place convenient to the lot owners as may be designated by the President.

<u>Section 3.3 – SPECIAL MEETINGS</u>: Special meetings of the Association may be called by the President or a majority of the Board.

Section 3.4 – NOTICE MEETINGS: Not less than 10 nor more than 60 days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered, sent by United States mail, via e-mail, or by telephone to lot owner. The notice of any meeting shall state the time and place of the meeting and any special items on the agenda such as the nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer.

<u>Section 3.5 – ADJOURNMENT OF MEETING</u>: At any meeting of lot owners, a majority of the lot owners who were present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

<u>Section 3.6 – ORDER OF BUSINESS</u>: The order of business at all meetings of the lot owners shall generally follow Robert's rules of order.

<u>Section 3.7 – VOTING</u>: Each lot has one vote, whether by owner, by proxy, by corporation or trust, or other entity owning property.

<u>Section 3.8 – QUORUM</u>: Except as otherwise provided in these Bylaws a quorum is present throughout any meeting of the Association if two thirds (2/3) of lot owners are present in person or by proxy at the beginning of the meeting.

Section 3.9—MAJORITY VOTE: A Majority Vote is considered to be two thirds (2/3) of the lot owners. A Majority Vote in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all lot owners for all purposes except where in the Declaration or these Bylaws or by law, a higher percentage Vote is required.

#### ARTICLE IV

#### **OFFICERS**

Section 4.1 – DESIGNATION: The principal officers of the Association shall be the President, the Vice President, the secretary and treasurer, all of whom shall be elected by the Board. Any two offices may be held by the same person, except the offices of President and Vice President, and the offices of President and secretary. The office of Vice President may be vacant.

Section 4.2 – ELECTION OF OFFICERS: The officers of the Association shall be elected annually by the Board at the Annual Meeting, and shall hold office at the pleasure of the Board.

Section 4.3 – REMOVAL OFFICERS: Upon the affirmative Vote of a two thirds majority of the members of the Board, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting, or at any special meeting of the Board called for that purpose.

Section 4.4 – PRESIDENT: The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the lot owners/Board. He or she shall have all of the general powers and duties which are incident to the office of president of the nonstock corporation organized under the Laws of the State of Connecticut, including but not limited to the power to appoint committees from among the lot owners from time to time in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer if applicable.

## BYLAWS OF LONGACRE ASSOCIATION, INC.

Section 4.5 – VICE PRESIDENT: The Vice President shall take the place of the President and perform his or her duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as may be imposed upon him by the Board or by the President.

Section 4.6 – SECRETARY: The Secretary shall keep the minutes of all meetings of the lot owners; he or she shall have charge of such books and papers as the Board may direct; and he or she shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the Laws of the State of Connecticut.

Section 4.7 – TREASURER: The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The treasurer shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time to be designated by the Board, and he or she shall, in general perform all the duties incident to the office of treasurer of a nonstock corporation organized under the Laws of the State of Connecticut. The treasurer may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same at all monies in the name of and to the credit of the Association in such banks as the Board may designate. He or she may have custody of shall have the power to enforce for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association, or as a fiduciary for others.

<u>Section 4.8 – AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.</u>: All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board.

<u>Section 4.9 - COMPENSATION</u>: There shall be no compensation for the officers of the Association.

## BYLAWS OF LONGACRE ASSOCIATION, INC.

### ARTICLE V

## OPERATION OF COMMON AREAS

Section 5.1 – ABATEMENT AND ENJOINMENT OF VIOLATION BY LOT OWNERS: The violation of any of the Rules adopted by the Board or the breach of any provisions of the Declaration or these Bylaws, shall give the Board the right, subject to Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, for continuance of any such breach.

<u>Section 5.2 -- FINE FOR VIOLATION</u>: By resolution, following Notice and Hearing, the Board may levy a reasonable fine for each day a violation of the Declaration or Rules persists after Notice and Hearing.

#### ARTICLE VI

#### INDEMNIFICATION

The members of the Board and Officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33 – 455 and 33 – 454a of Chapter 600 of the Connecticut General Statutes (the provisions of which are hereby incorporated by reference and made a part hereof).

#### ARTICLE VII

#### RECORDS

Section 7.1 – RECORDS AND AUDITS: The Association shall maintain accounting records, which shall include:

- (a) A record of all receipts, expenditures and balances.
- (b) The financial records shall be maintained in accordance with sound accounting principles.

Section 7.2 – EXAMINATION: All records maintained by the Association shall be available for examination and copying by any lot owner, by any mortgagee of a lot, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

### BYLAWS OF LONGACRE ASSOCIATION, INC.

#### ARTICLE VIII

#### MISCELLANEOUS

Section 8.1 – NOTICES: All notices to the Association shall be delivered to the office of the Association, or to such other address as the Board may hereafter designate from time to time, by notice in writing to all lot owners and to all mortgagee's of lots. Except as otherwise provided, all notices to any lot owner shall be sent to his or her address as it appears in the records of the Association. All notices to mortgagee of a lot shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

Section 8.2 - FISCAL YEAR: The Board shall establish the fiscal year of the Association.

<u>Section 8.3 – WAIVER</u>: No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

<u>Section 8.4 – OFFICE</u>: The principal office of the Association shall be at such place as the Board may from time to time designate.

#### ARTICLE IX

#### **AMENDMENT**

These Bylaws may be amended only by a vote of two thirds (2/3) of the members of the Board, following Notice and Comment to all lot owners, at any meeting duly called for such purpose.

CERTIFIED to be the Amended and Restated BYLAWS adopted by consent of the President, with the approval of LONGACRE ASSOCIATION, INC., dated December 1, 2007.

# KNOW ALL MEN BY THESE PRESENTS THAT:

"The Declaration of Covenants for Sill Lane Sub-Division Old Lyme, Connecticut" dated April 1, 1987 and recorded in Book 170 at Page 585 of the Old Lyme Land Records and the "Declaration of Restrictions" dated April 22, 1987 and recorded on April 24, 1987 in Book 170 at Page 604 of said Old Lyme Land Records are herein amended, merged and restated, in accordance with the affirmative vote of the members of the Longacre Association, Inc. as follows:

Whereas, Longacre Association, Inc. (hereafter known as the "Association"), a homeowners association located in Old Lyme, County of New London, State of Connecticut, consisting of nine residential lots (hereinafter referred to as the "Lots") situated in the Town of Old Lyme, County of New London, State of Connecticut, and shown on a map (hereinafter referred to as the "Subdivision Map") entitled: "Record Subdivision Map Property of Geoffrey W. Hands Sill Lane, Old Lyme, Connecticut Date: April 23, 1986 Scale 1" = 100 Revisions: 6/3/86 Rev. Wetland Line 6/24/86 Rev. Lots 3, 4, 6, 7, 8, 9 Angus McDonald/Gary Sharpe and Associates, Inc. Civil Engineers, Planners, Surveyors, Old Saybrook, Connecticut," which map is on file in the Old Lyme Town Clerk's Office,

Whereas, the following covenants, conditions, restrictions and reservations are in order and necessary to promote and ensure the most attractive and beneficial use of said Lots as a highly desirable residential area and to prevent any use of said Lots or activities thereon which might tend to diminish their value or detract from the pleasurable enjoyment of any other Lot within the subdivision:

Now therefore, each of the said Lots is subject to the following restrictions, reservations, covenants and conditions:

### I. RECITALS

1.1 Purpose of Declaration — The Lot Owners and the Association desires to subject the Property, as defined in Section 2.9 herein, to the conditions, covenants, restrictions, and reservations hereinafter set forth to ensure proper use, improvement, and maintenance of the Common Areas, as hereinafter defined.

#### II. DEFINITIONS

2.1 This Declaration is the Declaration of Restrictions and Covenants to which the Certificate of Incorporation (the "Certificate") and the Bylaws (the "Bylaws") of the Association make reference.

- 2.2 "Bylaws" shall mean the bylaws of the Association.
- 2.3 "Certificate" shall mean the certificate of incorporation of the Association.
- 2.4 "Common Areas" shall mean to refer to (a) the portion of the Property designated as "Private Road Area = 1.9 AC." on the Subdivision Map, (b) the portion of the Property designated as "Open Space Area = 258,773 S.F. = 5.94 AC." on the Subdivision Map, and (c) the fire pond located at one Lot No.4, together with a right of access over Lot No. 4 to said fire pond and the right to install and maintain any pipes, hydrants, or similar facilities to be used in connection with said fire pond.
- 2.5 "Declaration" shall mean this Declaration of Restrictions and Covenants and all of the exhibits attached hereto.
- 2.6 "Improvements" shall mean and include driveways and parking areas, fences, walls, hedges, landscaping, signs, and any similar facilities constructed on the Common Areas and any modifications or additions thereto.
- 2.7 "Lot" shall mean each of the nine lots designated as Lots 1 through 9 on the "Subdivision Map".
- 2.8 "Lot Owner" shall mean the party or parties owning fee title to a Lot. For all purposes in this Declaration, the Lot Owners shall be entitled to one (1) vote for each Lot and the owners of said Lot shall hereinafter be referred to singularly as Lot Owner, whether one or more persons own said lot. The phrase Lot Owner shall be deemed to include collectively all of the owners of a Lot if more than one. When more than one person owns said Lot, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.
- 2.9 "Property" shall mean all of the property, including the Lots and Common Areas, shown on the Subdivision Map.

#### III. PROPERTY RIGHTS

3.1 <u>Submission of Property</u>. The Property is hereby made subject to the following conditions, covenants, restrictions, and reservations, all of which shall be deemed to run with the Property and each and every parcel thereof

- 3.2 Membership in the Association. By virtue of the terms hereof, all Lot Owners, now or in the future, by acceptance of a deed to all or any part of a Lot, including any purchaser at a foreclosure sale, or by going into possession following foreclosure shall be members of the Association and shall comply with this Declaration, the Certificate, and the Bylaws. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Lot constitutes agreement that the provisions are accepted and ratified by such Lot Owner, mortgagee, tenant, or occupant. The provisions of this Declaration when recorded on the Land Records of the Town of Old Lyme shall constitute a servitude in and upon the Property and every part thereof and shall be covenants running with the land and shall bind any persons having at any time any interest or estate in the Property or any part thereof
- 3.3 Ownership of Common Areas. Pursuant to a deed recorded in the Old Lyme

  Land Records in Volume \_\_\_\_ Page \_\_\_\_, the Association holds title to the Common Areas.
- 3.4 Owners Easements. Every Lot Owner shall have the following rights and easements in and to the Common Areas: as to the land described in Section 2.4(a) hereof, the right to use the same for access to and egress from Sill Lane and for all purposes for which a public road is used including without limitation the right to install utilities. Any and all such rights and easements shall be subject to the following: (a) all provisions of this Declaration, the Subdivision Map affecting all or any part or parts of the Property filed with the Town of Old Lyme, and the Certificate and Bylaws of the Association; (b) rules and regulations governing the use and enjoyment of the Common Areas adopted by the Association; and (c) restrictions and encumbrances of record.
- 3.5 Association Duties. The Association has the obligation to operate and administer the Common Areas and to fulfill the duties set forth in the Certificate and Bylaws, all as more particularly set forth therein. The Association shall maintain all roadways on the Common Areas in good and safe condition, make all required repairs, and undertake snowplowing thereof. The Officers (as defined in Section V and in the Bylaws) herein shall determine the nature and expense of the repair, maintenance and improvement items to be included in the satisfaction of the Association's obligation hereunder.
- 3.6 Open Space. The open-space portion of the Common Areas described in Section 2.4(b) shall be preserved forever as open-space unless a change in use is approved by every Lot Owner and the Town of Old Lyme.

# IV. MEMBERSHIP VOTING RIGHTS IN THE ASSOCIATION

4.1 Membership and Voting Rights. The qualifications for membership in the Association and the voting rights of the members are set forth in the Bylaws and Certificate.

## V. BOARD OF DIRECTORS AND OFFICERS

- 5.1 The composition of the Board and election of Officers shall be governed by the Bylaws.
- 5.2 <u>Duties of Board and Officers</u>. The duties of the Board and Officers are set forth in the Bylaws.

## VI. COVENANTS FOR MAINTENANCE ASSESSMENTS

- 6.1 <u>Assessments</u>. The Association shall pay all ad valorem taxes assessed against the Common Areas. The Association shall obtain and maintain public liability insurance for bodily injury and property damage in such limits as the Association may from time to time determine insuring the Association and each Lot Owner with respect to their liability arising from the use or maintenance of the Common Areas. Copies of such insurance policy or certificates therefor shall be furnished to each Lot Owner at his or her request. The management, maintenance and supervision of the Common Areas and the erection, installation, repair and replacement of amenities and improvements on a Common Areas and the performance of any obligations assigned hereunder to the Association regarding the Common Areas shall be the obligation of and shall be performed by the Association. The costs and expenses of said performance and taxes, insurance coverage, amenities and improvements, all labor, equipment, materials, management, maintenance and supervision which the Association deems necessary to perform its duties and all other costs and expenses incurred by the Association to effect the purposes of this Declaration shall be paid by all Lot Owners by assessment in accordance herewith.
- 6.2 Payment of Assessments. The Lot Owners of each Lot shall pay to the Association any assessments or charges to be fixed, established, and collected from time to time as hereinafter provided that accrue during the period of ownership by such Lot Owner. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or by abandonment.

- 6.3 Levy of Assessments. The Board shall fix the date of payment and the amount of each assessment against each Lot as and when the Association incurs or intends to incur costs and expenses relating to the performance of its functions as set forth in the Declaration. Written notice of the assessment, its due date and the appropriate allocation to each Lot as described in Section 6.4 below shall be sent to every Lot Owner no less than seven (7) days prior to the date payment is due.
- 6.4 <u>Allocation of Assessments</u>. Lot Owners of each Lot shall pay an equal share of each assessment.

Any damage to the Common Area caused by the Lot Owner of any Lot in connection with construction activities on said Lot or the installation of utilities to said Lot shall be promptly repaired at the sole expense of the Lot Owner of said Lot.

If there shall be more than one owner of a Lot, all Lot Owners of said Lot shall be jointly and severally liable for the assessments levied against said Lot.

#### VII. ENFORCEMENT

7.1 Effect of Non-Payment of Assessment: Recording of Lien; Remedies of Association. If any assessment is not paid by an Lot Owner within thirty (30) days after the due date contained in the notice of said assessment, the assessment shall bear interest from the date due at a rate per annum equal to the highest rate permitted by law or if there is no such maximum legal rate, at a rate equal to the Wall Street Journal prime rate as published from time to time 600 basis points and the Association may record a notice of Lien in the Land Records of The Town of Old Lyme. Said notice of Lien shall contain the description of the Lot to be encumbered thereby, the name of the Lot Owner, the amount of the assessment, and the date when due. The notice of Lien shall include only assessments that are due and payable when the notice of Lien is recorded, plus interest, costs, and attorneys fees, which are then due or which may become due as herein provided. Such notices of Lien shall be signed and verified by an Officer or agent of the Association. Upon full payment of old sums secured by the notice of Lien, the same shall be promptly released of record by the Association.

After the giving of any required notice to a Permitted Mortgagee, as defined in Section 7.2 below, and the expiration of the applicable cure period as set forth in Section 7.4 below, if applicable, the Association may bring suit to foreclose the Lien against the Lot in like manner as a foreclosure of a mortgage on real property or an action on the personal obligation against the Lot Owner, and there shall be added to the amount of such assessment

the cost of preparing and filing the complaint in such action including a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, both before and after judgment and until collection, and a reasonable attorney's fee, together with the cost of the action.

If, at any time if after a notice of Lien is filed for nonpayment of an assessment, another Lot Owner shall pay the Association the amount of unpaid assessment, the Association shall have the right, but not the obligation, to assign to such Lot Owner the Association's Lien for nonpayment and rights of collection and enforcement against the defaulting Lot Owner and the subject Lot.

- 7.2 Subordination to Lien of Mortgages. The Lien of the assessments for which provision is made in this Declaration shall be subordinate to the Lien of (a) any mortgage encumbering a Lot and in existence on the date of this Declaration and (b) any first priority mortgage now or hereafter encumbering a Lot (except with respect to any Lien arising hereunder filed in the Old Lyme Town Clerk's Office prior to such mortgage) (hereafter, any such mortgage he is referred to as a "Permitted Mortgage"). Such subordination shall apply only to the assessments which have become due and payable prior to a foreclosure of such mortgage. No sale or other transfer shall relieve any Lot from liability for any assessment thereafter becoming due, nor from the Lien of any such subsequent assessment. The written statement of the Association that the Lien is subordinate to a mortgage shall be dispositive.
- 7.3 Effect of Breach by Lot Owner: Abatement and Suit, Except as set forth in Section 7.1 above, the conditions, covenants, reservations, and restrictions may be enforced as provided hereinafter against any Lot Owner or person deriving any interest in the Property through any Lot Owner only by the Association, acting for itself, or as trustee on behalf of any or all of the Lot Owners. The Association shall give written notice of any violation of any condition, covenant, restriction, or reservation herein contained to any Lot Owner who is in breach of any provision hereof. The Lot Owner shall have thirty (30) days from the date of giving of such notice to cure such breach or if a cure can not be effected in such period to commence to cure such breach and continuously prosecute such cure, provided that in no event shall the cure period run for more than sixty (60) days after the giving of such notice. If no cure has been effected by the Lot Owner, as aforesaid, or by the mortgagee of a Permitted Mortgage, after the Association has given any notice required under Section 7.4 and the expiration of the applicable to cure period therein provided, the Association, and its agents and designees, shall have the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions, and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover damages for said violation.

- 7.4 Rights of Mortgagees. Upon the written request of any mortgagee holding a Permitted Mortgage on a Lot, which request shall contain the mailing address of such mortgagee, the Association shall report to said mortgagee from time to time (a) any unpaid assessments on a Lot encumbered by such Permitted Mortgage which remain unpaid for longer than thirty (30) days after the same are due and (b) any breach, by the Lot Owner of a Lot encumbered by such Permitted Mortgage, of the conditions, covenants, reservations, and restrictions herein contained which are not cured within the periods set forth in Section 7.3 above, and such mortgagee shall have the right to pay the assessment to the Association or cure the breach, as the case may be, within 15 days after the giving of such notice to the mortgagee.
- 7.5 Deemed to Constitute a Nuisance. Every violation of the Declaration or any part hereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Lot Owner, tenant, or occupant shall be applicable against every such violation and may be exercised only by the Association. In any legal or equitable proceeding brought by the Association for the enforcement or to restrain the violation of this Declaration or any provision hereof, if the losing party is an Lot Owner, tenant, or occupant, such party shall pay the reasonable attorneys fees of the Association. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Association to enforce any of the conditions, covenants, restrictions, or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions, or reservations, or to give any party other than the Association any right to enforce such conditions, covenants, restrictions, or reservations.
- 7.6 Certification of Compliance. Upon payment of a reasonable fee not to exceed Fifty Dollars (\$50.00) and upon written request of any Lot Owner, mortgagee, or tenant of a Lot, the Association shall issue an acknowledged certificate in recordable form setting forth the amounts of any unpaid assessments, if any, and setting forth generally to the best knowledge of the Association without inspection whether or not said Lot Owner is in violation of any of the terms and conditions of this Declaration.
- 7.7 <u>Breach by Association</u>. Any failure of the Association to fulfill its obligations arising under Section 3.5 hereof with respect roadways and under Section 3.6 hereof with respect to open-space may be enforced by any Lot Owner or by the Town of Old Lyme, which shall for these purposes only be considered a third-party beneficiary of this Declaration.

# VIII. USE OF PREMISES

- 8.1 Each Lot shall be used exclusively for private dwelling purposes, including, but not limited to, accessory structures such as a barn, inground swimming pool, tennis court, garage, and similar amenities.
- 8.2 Commercial vehicles, recreational vehicles, boats and trailers of any size shall not be parked or maintained upon any Lot except in an enclosed structure. No commercial vehicles, except while engaged in providing products or services to the Lot Owner of said Lot, shall be parked on said Lot. No unregistered motor vehicle or trailer shall be allowed to remain on any Lot, except in an enclosed structure.
- 8.3 No tents, trailers or temporary structures shall be erected or maintained upon any Lot, except such temporary shelter as may be needed for construction materials during the period of development, or while a dwelling house and appurtenant structures are being erected on said Lot.
  - 8.4 No Lot may be divided so as to create any additional Lot.
- 8.5 Notwithstanding any zoning or other regulation to the contrary, no home occupation involving regular traffic will be permitted on any Lot.

### IX. BUILDINGS

9.1 No more than one (1) single-family dwelling and the usual outbuildings and improvements appurtenant thereto, shall be constructed upon each Lot. It is expected that all dwellings and other buildings to be constructed on any Lot to be designed by a qualified architect registered in the State of Connecticut (or such other qualified designer who is acceptable to the board of Longacre Association, Inc., the Association of owners of the Lots affected by this Covenant), and that septic systems and other engineering matters will be designed by a qualified professional engineer licensed in this State. Improvements on the Lots shall be designed to harmonize with the natural features of the Lot, environmental surroundings and with improvements on neighboring Lots. No dwelling, or other building, or any addition thereto shall be erected on any Lot unless plans for the same had been approved in writing by the Board of Longacre Association, Inc. the said Board may not unreasonably withhold its approval of either the designer or the plan, keeping in mind the purposes of this Covenant as hereinabove set forth.

- 9.2 Any dwelling must be completed within two (2) years from the beginning of excavation; and no dwelling may be occupied as a residence until all exterior work thereon has been completed.
- 9.3 From and after construction, all dwellings and other improvements constructed on any Lot shall be kept in good and safe repair and presentable in all respects to the other homes in the subdivision.

### X. FENCES AND GROUNDS

- 10.1 Any proposed fence must be approved by the Board.
- 10.2 Within the building setback area from the private road serving the subdivision (which setback area shall be determined by applicable zoning regulations) there shall be no cutting of trees, plants or shrubbery except selective cutting, pruning or trimming, without Board approval. Such cutting or promoting is allowed to remedy storm damage, and in connection with the construction, repair and maintenance of a driveway to serve the Lot.
- 10.3 All yards, lawns, gardens, pools and grounds within the subdivision shall be properly and neatly maintained, lawns free of clutter and regularly mowed, shrubs pruned, leaves raked, driveways and walkways shoveled, pools kept clean and properly and safely maintained, and each Lot maintained in all respects befitting an attractive and inviting highly desirable residential neighborhood.

### XI. ANIMALS

No livestock or poultry shall be raised or kept on the premises. Animals of varieties normally consider domestic pets may be kept on the premises as pets, but are limited to an amount not considered a nuisance. All pets are to be kept on the owner's property or on a leash.

## XII. APPLICATION/AMENDMENT

These covenants, restrictions and reservations shall apply alike to each Lot in the Subdivision and are to be incorporated by reference in the deed by which each of said Lots is conveyed. They may not be changed, altered or amended in any way except by the affirmative vote of the Lot Owners of at least six (6) Lots in the Subdivision, the Lot

Owners of each Lot having collectively one vote. Any approved amendment shall be recorded in the Old Lyme Land Records as an amendment to this instrument.

In any action to enforce any provision of this Declaration, the prevailing party shall be entitled to his or her costs and reasonable attorneys fees.

#### XIII. MISCELLANEOUS

- 13.1 <u>Severability</u>. All of the covenants and restrictions contained in this Declaration shall be construed together, but if it shall be any time be held that any one of said covenants and restrictions, or any part hereof, is invalid, or for any reason becomes unenforceable, no other covenants, restrictions, or any part thereof shall be thereby affected or impaired.
- 13.2 Lot Owners Liability Subsequent to Sale. Upon sale of a Lot, the Lot Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot after the date of such Lot Owner's conveyance of title, provided, however, that nothing herein shall be construed so as to relieve an Lot Owner of any Lot from any liabilities or obligations incurred prior to such sale pursuant to this Declaration.
- 13.3 <u>Benefits and Burdens</u>. The terms of provisions contained in this Declaration shall bind and inure to the benefit of the Association, the Lot Owners, the Town of Old Lyme, and their respective heirs, successors, personal representatives, and assigns.

Failure to enforce any restriction, covenant, condition, obligation, reservation, right, power, or charge herein contained shall in no event be deemed a waiver of the right thereafter to enforce any such restriction, covenant, condition, obligation, reservation, right, power, or charge.

- 13.4 Notices. Any notice is required or permitted herein shall be in writing and shall be delivered by a messenger or mailed, e-mailed, or sent via certified mail, and shat be directed as follows:
- (A) If intended for an Lot Owner (1) To the address of the Lot or to such other address as may be submitted in writing to the Association by the Lot Owner thereof; (2) or if neither of the foregoing apply, to the mailing address of the Lot Owner appearing on the Grand List of the Town of Old Lyme...

The aforesaid addresses may be changed by the Lot Owner giving notice as aforesaid to the Association. All notices shall be deemed given when received by the addressee or upon such party's refusal to accept delivery.

13.5 <u>Singular and Plural</u>. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

13.6 <u>Titles</u>. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

### XIV. DURATION

The above restrictions and reservations shall be considered real covenants and shall run with the Lots conveyed and the binding upon and inure to the benefit of the Grantees of each of said Lots, and upon their respective heirs, successors and assigns. Further, in the event any dwelling within the subdivision is leased to any non-Lot Owner, it is the responsibility of the Lot Owner to ensure that the tenant is aware of and complies with all the terms and conditions of this Declaration. By entering into any lease for any portion of the Subdivision, the Tenant therein agrees to comply with and be bound by this Declaration.

This Declaration shall remain in effect for a period of Ten (10) years from the date hereof, provided, however, that it shall be automatically extended for a period of Ten (10) years, and thereafter in successive Ten (10) year periods, unless at the end of the original term hereof or at the end of one of such extension periods, the Lot Owners of at least Six (6) Lots shall, by written instrument, duly recorded, terminate this Declaration.

CERTIFIED to be the AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS AND DECLARATION OF RESTRICTIONS adopted by the consent of the President, with the approval of LONGACRE ASSOCIATION, INC., dated December 1, 2007.

# VIII.

## LONGACRE ASSOCIATION INC. - 2021 FINANCIAL STATEMENTS

EXPENSES	
CPA - WOLLACKLEWITZ	\$400.00
Snow Plowing - TVM dba Montano & Sons	3,084.15
Mowing Service - Gardner	382.87
Leaf Cleanup - Gardner	941.20
Real Estate Tax - Town of Old Lyme	2.33
Filing Fee - Town of Old Lyme	115.00
Road Repair - John Shegirian	159.49
Road Regrading - Sullivan Paving	2,390.00
Liability Insurance - Travelers	273.00
New Checks - Essex Savings Bank	27.45
Total Expenses	\$7,775.49
INCOME	
Assessments	\$8,100.00
Excess of income over expenses	\$324.51
ASSETS	
Beginning cash balance 1/1/2021	\$11,603.58
Ending cash balance 12/31/2021	\$11,928.09
Increase in assets	\$324.51