

# CANDLEWOOD SHORES TAX DISTRICT

## Agenda

March 15, 2023

Board Meeting –Clubhouse

HEARINGS:

GUEST:

APPROVAL OF MINUTES

Pages 1-3

PUBLIC COMMENT:

TREASURER’S REPORT:

1. Budget to be provided.

MANAGEMENT REPORT:

Pages 4-9

1. Action List
2. Work Order Report
3. Permit Requests

COMMITTEE REPORTS

1. Beautification
2. Recreation
3. Safety
4. Ordinance
5. Landscaping Report
6. Sewer Committee Report

ADMINISTRATION

1. Office Employee Update

NEW BUSINESS

Page 9

1. Line Painting Project

OLD BUSINESS

Pages 10-16

1. Pumphouse Electrical/Generator Update
2. Speed Hump Update
3. Pine Island Update
4. Virtual Meeting Update
5. Gate Discussion with Proposals
6. Clubhouse Capacity

SECOND PUBLIC COMMENT

EXECUTIVE SESSION

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1. Correspondence Received
2. Legal/Employee Items

ADJOURNMENT

**\*\*subject to approval**

Candlewood Shores Tax District  
Board Meeting Minutes  
January 18, 2023

Call to Order:

Regular meeting of the Candlewood Shores Tax District Board of Directors to order at 7:30 pm

Roll Call:

Directors Present:

Alan Owen-Vice President  
Jonathon Lepler-Director  
Lisa Maguire-Director  
Kenneth Appley- Treasurer  
Dionisio Fontana - Director

Absent:

Elizabeth Longworth-President  
Jennifer Ramos- Secretary  
Kelly Lane-Director  
Timothy Cicchese -Director

Staff:

Travis Hyatt – Community Manager  
Ann Germinaro- Assistant Community Manager

Guests:

Susan Nolan – Comptroller – Scalzo  
Paula Lathrop and Joy Ruppert – Florita Kornhaas & Company

Hearings: None

Approval of minutes: Lisa made a motion to approve and Kenneth 2<sup>nd</sup> all in favor - approved

1<sup>st</sup> Public Comment: No comments

Treasurer's report – Kenneth

Water: \$53873.17

Tax \$1,687.758.59

All committees need to provide numbers for the upcoming budget.

Kenneth reminded the community to contact Lizz at Scalzo with any questions.

Kenneth made a motion to move \$200,000.00 from both the Tax District and the Water District reserve funds to 1-year CDs at 4.6%, Jonathon 2<sup>nd</sup> motion and all in favor, motion was approved.

Management Report: Travis

Action List:

Work Orders:

## Permit Requests:

Sheryl Wengel & Harold Traub –

Received the permit and confirmed approval that was contingent on the receipt of this town permit.

Elizabeth Longworth 1 SLS–

Replace windows, Alan made a motion, Kenneth 2<sup>nd</sup>, Lisa, Alan, and Donny in favor, Jonathon abstained, the motion was approved.

## Committee Reports:

Beautification: none

Recreation Committee: Jonathon Lepler

Please check the calendar for upcoming events

Safety – Alan Owen

Fire Marshall has not gotten back regarding # of people in the clubhouse and we reached out twice,

Fire Marshall inspected the building, items need to be addressed.

Signs need to be put up by speed bumps.

Ordinance – Chris Rink

1980-2 and 1970-2 looking to review and change?

Speeding is still occurring – Two things that help reduce speed are speed humps and narrowing the roads by striping them to 10' lanes instead of 12' lanes. Jonathon is looking for a speed bump at Berkshire.

Data from the speed readers is to be sent to the chief of police with a request for patrols to monitor

Possible hire private duty officer – can they enforce?

Chris is compiling a list to add to the website with FAQs and information

The next Ordinance Committee meeting is March 8<sup>th</sup> at 7<sup>th</sup> -

Landscaping: Adam

Picked up and chipped Christmas trees.

Maintenance general cleanup

Painted speedbumps and installed signs.

Flagpole is damaged but has sustained through the windstorms. Flagpole to be replaced.

Landscape contract coming up increase 1.5% -

Jonathan made a motion to renew CT Fence and Gate as landscapers with an increase of 1.5% Adam 2<sup>nd</sup> all in favor, motion was approved.

Sewer Committee: Timothy Cicchese –

No Sewer leaks and nothing to report.

WPCA meeting is coming up on February 22<sup>nd</sup> at 7:00 pm and they are answering questions that have been raised at this meeting. Someone from the committee will try to attend.

Pine Island: Waiting to hear from Attorney, CSTD is looking to increase fees.

Virtual meeting – have 365, need to address acoustics, canceled Zoom account, and have Microsoft Teams, need to get 1 new laptop, with camera and Bluetooth, Teams can function for up to 350 people.

Gate discussion – received the proposals, and pictures one proposal is for a gate, and one is for a gate with a guard shack with a bathroom and water, concerns that gates will fail

The back will be for exit only, with a card or a clicker to get in

Once the scope is complete with what type of gate and guard shack, CT Fence and Gate will provide a quote.

2<sup>nd</sup> Public Comment:

Lisa Goldman 121 SLS - Security guards trying to placate everyone that someone at the gate has the authority to enforce the rules.

Discussing gates and letting anyone out, Board is looking at putting cameras at the exits

Jonathon mentioned that someone wants to add 2-3 pickleball courts on the baseball field because the field isn't used. The person that wants to do this needs to lay out a plan to present to the Board.

Jonathon made a motion to go into executive session, Ken 2<sup>nd</sup> – all in favor, Meeting adjourned at 8:47 pm

Jonathon made a motion to start the executive session Ken 2<sup>nd</sup> all in favor at 8:51 pm,

Jonathon made a motion to end the executive session, and Ken 2<sup>nd</sup> all in favor ended at 9:01 pm

## Action List- Candlewood Shores

**Event:** Candlewood Shores Board Meeting  
**Date of Event:** February 15<sup>th</sup> (Board Meeting)  
**Attendees:** Travis Hyatt, Board  
**Next Meeting:** March 15<sup>th</sup> at 7:30pm

Description	Target Date	Date Completed
1) Send speed report from Alan to the Chief of Police so they can issue tickets. They can park in the pit entrance as it is hidden.	3/10	In Progress
2) Obtain proposal to do a 10ft lane on Candlewood Shores Rd. It is currently 12ft. <i>Obtain updated proposal on 3/9.</i>	3/9	3/9
3) Ask Hantsch if they have an anticipated date for the generator delivery. <i>Vendor stated: No delivery date for the generator but we are going out in a week or two and are going to start installing the equipment. We do have the new transfer switch but not the generator.</i>	3/9	3/9
4) Create contract for Landscape renewal and CT Fence. <i>Created and sent on 3/9.</i>	3/9	3/9
5) Move forward with speed humps as it ended up being the same cost. <i>Notified vendor and they gave a 12/5 start date. Vendor said it was too cold to do the work. Followed up for a date for Spring, waiting for their response. Vendor is looking to do the work the week of 3/20. Asked Adam to redraw the areas for speed humps.</i>	Spring	3/8
6) Obtain proposal for door replacements and installation of fire rated sheetrock downstairs in the Clubhouse. The beam has to be boxed in.	4/4	In Progress
7) Purchase one laptop that is quick and can do Bluetooth and camera for meetings. <i>Started process on 2/20 and it was bought on 3/1.</i>	3/1	3/1
8) Notify attorney that Ivan Becker does not have garbage pickup and is storing garbage in the back of his property. Notify Blight and Social Services for storing garbage at the property. <i>Notified on 3/9 and he suggested contacting the Town. Asked Brandon to contact the Town and Social Services.</i>	3/1	3/9
9) Ask the attorney if we can increase the pine island fees. Are they still permitted to use the amenities. <i>See letter from attorney in packet.</i>	3/1	3/7
10) Ask the cable revenue vendor for a contract. <i>Notified vendor on 2/21 and awaiting consulting agreement.</i>	3/1	In Progress
11) Offer Brandon the job at \$30 an hour for part time position. We would re-evaluate his hourly rate after 6 months. He would also have an Annual review. <i>Offered Brandon the job on 2/17 and he wanted more. Received approval and he started in March.</i>	2/22	2/17
12) Purchase new iPad for the office. <i>Brandon is purchasing iPad</i>	4/1	Closed

Candlewood Shores - OPEN WORK ORDERS						
Work Order	Unit	Description	Reported	Vendor	Completed	Prio/Categ
<a href="#">CS1616124</a>	Common Area	Five Year Plan	Feb 19, 2016	Vendor Self Tracking - TH		None OTHR
	Notes:	Entered on: Wed - Jan 8, 2020, 11:15AM We should discuss this as this was a previous Board's item. As a Board member, please think of projects you think are needed and you want to accomplish in 5 years. For example:  - Landscape plan that coincides with the boat ramp. - Replacement of water main on North Lake Shore - Meter retrofit. - Marina Docks [Travis Hyatt]				
<a href="#">CS1616125</a>	Common Area	Charter Updates	Feb 19, 2016	Vendor Self Tracking - TH		None OTHR
	Notes:	Entered on: Fri - Apr 8, 2016, 10:15AM Board met with attorney at their March meeting. [Travis Hyatt]  Entered on: Fri - Dec 11, 2020, 11:00AM Committee is working on these and having regular meetings. [Travis Hyatt]				
<a href="#">CS1720867</a>	Common Area	Boat Docks	Oct 3, 2017	Vendor Self Tracking - TH		None OTHR
	Notes:	No notes attached to this Work Order				
TOTAL OPEN WORK ORDERS: 3						

TOTAL CLOSED WORK ORDERS: 0

[BACK](#)



Candlewood Shores Tax District

Permit Application

Date: 3/6/20

1. Location of Property – Number & Street 68 North Lake Shore Drive, Brookfield, CT.  
Sec., Block & Lot Numbers ~~1-0-15~~ (A07236)
2. Name of Owner Linda + Ralph Demario  
Address 68 North Lake Shore - Brookfield, CT  
Phone Number 914-804-9478 E-Mail LRL5E@comcast.net
3. Name of Applicant (if not owner) \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ E-Mail \_\_\_\_\_
4. Name of Contractor 4 STAR PAVING  
(if plumber) License Number \_\_\_\_\_  
Address 6 Gotham Road New Milford, CT. 06776  
Phone Number 860-354-6005 E-Mail \_\_\_\_\_
5. 24 Hour Emergency Contact Ralph Demario / Linda Demario  
Address 68 North Lake Shore, Brookfield, CT  
Phone Number 914-804-9478 E-Mail \_\_\_\_\_
6. Purpose and description of proposed work Repair Existing Driveway  
14 X 60'
7. Type of heavy mechanical equipment to be used on CSTD "Right of Way" (MUST BE RUBBER TIRED)  
Mini Excavator

8. Date work will commence

4/15/23

Date work will be completed

4/20/23

9. The following must be furnished with this application:

- Copy of Class A-2 survey of property showing the location of the building, the service pipe, the curb stop, and sewage disposal (septic) system.
- Public Liability Policy or Certificate, naming Candlewood Shores Tax District as an additional insured, in the amount of \$100,000 - \$300,000 bodily injury and \$25,000 property damage insurance. Your policy must state that it will apply first in the event of a liability suit (the Candlewood Shores Tax District's insurance policies will apply only in excess of your policy). Supplied by Contractor.
- Workmen's Compensation Insurance and (if available) Disability Benefits Certificate, State of CT. Supplied by Contractor.
- Payment of all applicable bonds\* and fees as listed below: (Note: Bonds will be held until permanent road repair / driveway is completed and approved.

**WATER**

Water Installation Bond \$2500  
New Water Connection Fee \$2500  
Water Meter & Module \$  
Material and Labor Cost

Total Collected

**DRIVEWAY ROAD AND DRAINAGE**

Driveway Bond \$2500  
Construct Driveway Permit Fee \$25  
Driveway Apron Replacement Bond \$500  
Drainage Installation Bond \$1000  
Engineering Fees \$

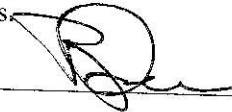
Total Collected

\$2500

10. An as-built A-2 survey of the foundation will be required as soon as the foundation is in and before any further construction takes place. This survey must show the distance from the foundation to the center of the road. A water line and tap may not be installed until this as-built survey is supplied and approved.

In consideration of the issuance of this permit, I / We agree to conform to the Candlewood Shores Tax District / Water Department Rules and Regulations, the General and / or Special Conditions attached to this application, and all other Town of Brookfield (CT) or State of CT Laws and Ordinances that pertain to this type of work. I / We also understand that there may be engineering fees associated with the permit being reviewed by an engineer under certain circumstances.

Signature



Date

3/4/23

Application Approved. Subject to General and Special Conditions attached, by:

Signature

Date



**ACORD****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
03/06/2023**PRODUCER**JVR INSURANCE AGENCY, LLC  
1905 STATE ST  
HAMDEN, CT 06517  
(203) 891-5524

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**FOUR STAR DRIVEWAY LLC  
6 JOTHAM ROAD  
NEW MILFORD, CT 06776**INSURERS AFFORDING COVERAGE**

INSURER A: PENN-AMERICA INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAV0409957	11/01/2022	11/1/2023	EACH OCCURRENCE \$ 300,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 300,000.00 GENERAL AGGREGATE \$ 600,000.00 PRODUCTS - COMP/OP AGG \$ 600,000.00
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>			11/1/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

DRIVEWAY AND SIDEWALK REPLACEMENT

ADDITIONAL INSURED: CANDLEWOOD SHORES TAX DISTRICT &  
SCALZO PROPERTY MANAGEMENT**CERTIFICATE HOLDER**RALPH & LINDA DEMAIO  
68 N. LAKESHORE DRIVE  
BROOKFIELD, CT 06804**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
VINCENT BARTIROMO

ACORD 25 (2001/08)

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DEMAIO BUILDERS INC  
PO BOX 1165  
NEW CITY, NY 10956

Pay to the  
Order of

3/6/93

Date

50-704/2219

5379



Webster Bank

Member FDIC

Dollars

Photo  
Deposit  
Receipt

For 468 New York State

⑆221970443⑆ 6700335600⑆ 05379

*[Signature]*

MP

DEMAIO BUILDERS INC  
PO BOX 1165  
NEW CITY, NY 10956

3/6/93

Date

5378  
50-704/2219

Pay to the  
Order of

CTD

\$2350

Dollars

Photo  
Deposit  
Receipt



Webster Bank

Member FDIC

For

468 New York State

⑆221970443⑆ 6700335600⑆ 05378

*[Signature]*

MP

50 Bala Ridge Road  
Oxford, CT 06478  
Tel: 203.267-6780  
Fax: 203.262-1904  
Cell: 203-996-4933

Job Site:	Candlewood Shores	Attn:	Travis Hyatt
	Scalzo Property	Phone	
	Management	Fax:	
	2 Stoney Hill Rd.	E-Mail:	
Bill To:	Bethel, CT 06801		

**Work Description and Pricing:**

- Striping – Black out existing white curb line. New layout for Candlewood Shores Rd. from Berkshire Drive to North Lake shore Drive for single white curb line creating a 10' driving lane with Sherwin Williams set fast premium grade acetone traffic paint.

\$ 2,875.00

**Terms: 50% at start, balance on completion.**

All prices are subject to CT sales tax.

**Quoted By: Leigh Brandes**

**Accepted By: \_\_\_\_\_**

**Date: March 9, 2023**

**Date: \_\_\_\_\_**

*Thank you for the opportunity to provide this quote.  
We look forward to serving you!*



*Legal solutions  
Lasting relationships*

Francis J. Collins\*  
Edward J. Hannafin  
Robert M. Opatzner  
E. O'Malley Smith  
Thomas W. Beecher  
Eva M. DeFranco  
Christopher K. Leonard  
Paula Boa Sousa  
Gregg A. Brauneisen\*\*  
Hillel Goldman\*\*  
John J. Bowser\*\*  
Brendan M. Devaney

\* Of Counsel

\*\* Also Admitted in New York

**Collins Hannafin, P. C.**  
**Attorneys at Law**  
148 Deer Hill Avenue  
Danbury, Connecticut 06810

203.744.2150 T  
203.791.1126 F  
chlaw-ct.com

March 7, 2023

**Via Email Only (THyatt@scalzoproperty.com)**

Candlewood Shores Tax District  
c/o Scalzo Property Management, Inc.

**ATTN.: TRAVIS HYATT**  
2 Stony Hill Road, Suite 201  
Bethel, CT 06801-1045

RE: Pine Island Rights & Obligations

Dear Travis:

Pursuant to your request, we took a closer look at the title history pertaining to Pine Island.

The developers of Candlewood Shores, Reynolds and Reynolds, also owned Pine Island and sought to develop the Island in 1944 with deeds that contained the same restrictions as the deeds to owners of lots sold within Candlewood Shores. The standard deeds for lots sold on Pine Island (see attached) granted owners of lots on Pine Island: (1) The right to use the roads within Candlewood Shores to get to and from the waterfront from the public streets of Brookfield; (2) The right to use the Candlewood Shores beach and other recreational facilities; (3) The obligation to pay \$40.00 per year toward the costs related to roads, the beach, parking and dockage rights; and (4) The right to an "anchorage" spot (not dock space), along with the right to use a dock to load and unload/embark and disembark. I would note that First Light and the Shoreline Management Plan no longer allow boat moorings.

The deed restrictions in the deeds to lots on Pine Island also stated that there shall be no tents or trailers on those lots. There are other requirements as set forth in the deeds.

It would not be unreasonable to charge a reasonable annual fee increased above the \$40.00 per year that was set forth as the annual fee in the deeds in the 1940's and 1950's for the use of these facilities.

Please do not hesitate to contact me should you have any questions.

Very truly yours,

Thomas W. Beecher

TWB:cms  
Enclosure  
cc: Elizabeth Longworth, President CSTD

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That We, RALPH W. REYNOLDS and RAYMOND O. REYNOLDS, both of the Town of Brookfield, County of Fairfield and State of Connecticut, for the consideration of One Dollar and other valuable considerations, received to our full satisfaction of FRANK J. McQUAID and GLADYS V. McQUAID, both of Tonetta Lake Road, Brewster, New York, and BENNY G. MEDINI and MARY R. MEDINI, both of 68 Washburn Road, Mt. Kisco, New York, do give, grant, bargain, sell and confirm unto the said FRANK J. McQUAID, GLADYS V. McQUAID, BENNY G. MEDINI and MARY R. MEDINI, the following described premises:

All that certain piece or parcel of land situate in the Town of New Fairfield, County of Fairfield and State of Connecticut, shown and designated as Lot No. 4 on a subdivision map entitled, "Map of Pine Island at Candlewood Shores", certified substantially correct by Kenneth ROBERT, Professional Engineer and Land Surveyor, and which map is on file in the office of the Town Clerk of said New Fairfield numbered 862.

Said premises are subject to any state of facts which an accurate survey would show and to all rights of the Connecticut Light and Power Company that may exist in and to land lying below the 440 foot contour elevation line, and municipal and zoning ordinances of the Town of New Fairfield.

Together with the right to use such roadways and passways as physically laid out and shown on the various maps of Candlewood Shores on file in the office of the Town Clerk of Brookfield, Fairfield County, Connecticut, and on file in the office of the Town Clerk of New Fairfield, in said County and State, and on the aforesaid map of Pine Island as physically laid out and may be reasonably necessary to pass and repass for all purposes to travel to the public highway, for the purpose of reasonably connecting with utilities, and for the purpose of passing and repassing to the waters of Lake Candlewood at such location or locations as are herein designated or which may hereafter be designated by the Grantors, their heirs and assigns.

Together with the right to use such community bathing beaches not less than fifty (50) feet in width upon the 440 contour elevation line or other recreational facilities as the Grantors, or Candlewood Shores Estates, Inc., its successors or assigns, may provide on nearby Candlewood Shores, for the benefit of the property owners on the above entitled maps in common with others to whom this right has been or may hereafter be granted.

WILSON, HANNA AND WANDERER, ATTORNEYS AT LAW DANBURY, CONN.

The Grantors, however, for themselves, their heirs and assigns, or Candlewood Shores Estates, Inc., its successors and assigns, reserves the right at any time to relocate, change alter or enlarge any bathing beach or recreational facility but the Grantors shall be always obligated to provide a beach in a reasonable convenient location for the benefit of the above-described premises on nearby Candlewood Shores.

By acceptance hereof, the Grantees, for themselves, their heirs, executors, administrators and assigns covenant and agree as follows:

1. The Grantors reserve to themselves, their heirs and assigns, the right to lay and maintain gas or water pipes, drainpipes, trenches and open ditch water drains, and to erect or maintain electric lights, power or telephone poles or fixtures or walkway within 15 feet of any side or rear boundary line of said above-described premises.

2. In the event that the Grantees, or the heirs, executors, administrators or assigns of the Grantees shall receive a bona fide offer to purchase the premises herein described that the Grantees, or the heirs, executors, or the administrators or assigns of the Grantees are willing to accept, they will give to the Grantors, their heirs and assigns, first option to repurchase the premises at the price set forth in the contract less any brokerage commission involved, and upon the same terms and conditions offered. The Grantees, their heirs, executors, administrators or assigns, shall provide the Grantors, their heirs and assigns, with a signed copy of the contract containing full and complete terms of any such offer together with the name and address of the principal making such offer and the Grantors, their heirs and assigns, shall have thirty (30) days after receiving said copy of contract to exercise said option. This paragraph shall be valid only until 21 years after the death of the last survivor of the present stockholders of Candlewood Shores, Inc. and Candlewood Shores Estates, Inc., and their respective children now living.

3. The above-described premises shall be used and occupied for residential purposes only, no tents or trailers permitted and no living in the foundation section before a house is completed. No building shall be erected or altered on said premises and no sewage disposal, landscaping, grading, or drainage shall be begun unless and until the plans and specifications, exterior finish and color scheme, the location of the building on the lot, the plans for sewage disposal, landscaping and drainage have been approved by the Grantors, their heirs and assigns, and six months from start of construction shall be the maximum building time allowed for completion. Failure of the Grantors to object to unapproved construction shall not constitute a waiver of rights of the Grantors under this covenant nor of their rights to enjoin such unapproved construction.

4. No building shall be erected or altered on the premises hereby conveyed other than a dwelling of not more than one and one-half (1-1/2) stories in height, which dwelling shall be designated and used for the occupancy of not more than one family. All buildings and uses shall conform to the Zoning ordinances of New Fairfield, Conn.

5. The front of the house shall be deemed that part which fronts on the 440' foot contour line and no building or any part thereof, (including porches, projections and overhangs) shall be erected within twenty (20) feet of the 440 foot contour line, nor within fifteen (15) feet of any other lot line.

6. No building shall be erected upon said premises except one of permanent nature and shall contain at least one bath and shall have at least 800 square feet floor space on the first floor, exclusive of porches, bay windows.

7. No wall, fence or hedge may be erected or maintained without the written consent of the Grantors, their heirs and assigns.

8. No poultry or domestic animals except one dog and one cat shall be kept or maintained on said premises.

9. No refuse, material or litter of any kind shall be stored or permitted to remain on said premises at any time except while a building is under construction.

10. No laundry or washing of any kind, except bathing suits shall be hung on the clothes lines on holidays, Saturdays or Sundays.

11. No signs whatsoever shall be displayed upon said premises except a sign not larger than two (2) square feet displaying only the owner's name.

12. The Grantees agree that the "season" each year during which the Grantors shall furnish water is from May 1 to November 1, and the Grantees agree to pay water charge to the Grantors in the sum of \$20.00 per plot per season until a house is erected after which they agree to pay the following seasonal rates: \$8.00 for each lavatory, sink, bath tub, shower; \$4.00 per toilet and \$8.00 for each other outlet with a minimum of \$40.00 per season as long as a supply of water is furnished by the Grantors, but it is unequivocally understood that no particular pressure is guaranteed and that no liability is assumed by the Grantors or can be claimed by the Grantees for the failure or discontinuance of service. Water installations and connections shall be subject to Grantors' inspection and approval. Water rents shall be due and payable semi-annually on the first days of January and July in each year not in advance. Delinquent water rents shall bear interest of 3/4% per month, and after six months delinquency, the Grantors shall have the right to shut-off. However, these charges shall not apply until water mains are extended to service this particular lot.

13. So long as the Grantors, their heirs and assigns, shall offer to furnish an adequate supply of water to the Grantees, their heirs and assigns, as provided in Paragraph 12, no well of any kind shall be drilled or dug without written permission of the Grantors, their heirs and assigns.

14. The Grantees, by the acceptance hereof, for themselves, their heirs and assigns, hereby agree that so long as the Grantors, their heirs and assigns, shall maintain the private

roadways, they will pay to the Grantors the sum of \$40.00 per lot per year for road maintenance, and for maintenance of any recreational facilities, docking facilities and parking facilities, which may be provided by the Grantors, their heirs and assigns. The maintenance charge for road and recreational facilities, docking and parking facilities shall be due and payable on April first of each year in advance. Delinquent accounts shall bear interest at the rate of 3/4% per month.

15. The imposition of the covenants, agreements, and provisions herein contained shall not be construed to impose any restrictions, covenants, agreements or provisions whatsoever expressed, implied or equitable upon any other premises the Grantors may own in the vicinity and the Grantors reserves the right to change, alter or modify these restrictions at will upon any remaining property owned by the Grantors, and further reserves the right to waive any of the restrictions included herein by written permission granted to the owner of the above described premises.

16. The Grantees agree to abide by the regulations established from time to time by the Grantors, their heirs and assigns, in connection with the community beaches, recreational areas, docking, or parking facilities, road areas, and water installations and all uses.

17. No cans or containers for the disposal of garbage hereunder, shall be used unless the tops of said cans or containers are set flush with the level of the ground.

18. If the Grantees decide to sell said above-described premises through any other person, agent or real estate broker to whom a commission would be payable they hereby give exclusive sales right to Candlewood Shores, Inc., or such person, agent or broker as it may designate, said listing to be at the lowest price the Grantees are willing to accept, for a period of two (2) months. In the event of such sale the amount of said commission shall not exceed 10%.

19. The Grantors, their heirs and assigns, agree to provide parking space for a car and an anchorage location for one boat per lot owner, and dock facilities for boarding and disembarking from boats along the westerly shoreline of Candlewood Shores in locations designated by the Grantors. Such docking facilities shall be limited to the period between May 15 and September 15 in any year.

20. The Grantees agree for themselves, their heirs and assigns, that in a chimney over an indoor fireplace shall be capped as a measure of fire protection and that any outdoor fireplace and incinerator shall have a chimney or flue which shall be covered with adequate screening not larger than one-fourth (1/4) inch mesh.

TO HAVE AND TO HOLD the above granted and bargained premises with the privileges and appurtenances thereof unto them the said grantees their heirs and assigns forever, to

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WILSON, HANNA AND WANDERER, ATTORNEYS AT LAW DANBURY, CONN.



them and their own proper use and behoof.

AND ALSO, we the said grantors do for ourselves and our heirs, executors and administrators, covenant with the said grantees, their heirs and assigns, that at and until the unsealing of these presents, we are well seized of the premises, as a good indefeasible estate in fee simple; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

AND FURTHERMORE, we the said grantors do by these presents bind ourselves and our heirs, executors and administrators forever to warrant and defend the above granted and bargained premises to the said grantees their heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of November in the year of our Lord nineteen hundred sixty-three.

Signed, Sealed and Delivered  
in the presence of

Helen Blaska  
Helen Blaska

Ralph W. Reynolds  
Ralph W. Reynolds

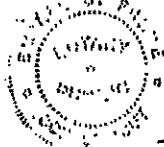
Emilie S. Frede  
Emilie S. Frede

Raymond O. Reynolds  
Raymond O. Reynolds

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD )

November 8, 1963.

Personally appeared RALPH W. REYNOLDS and RAYMOND O. REYNOLDS, Signers and Sealers of the foregoing Instrument, and acknowledged the same to be their free act and deed, before me.

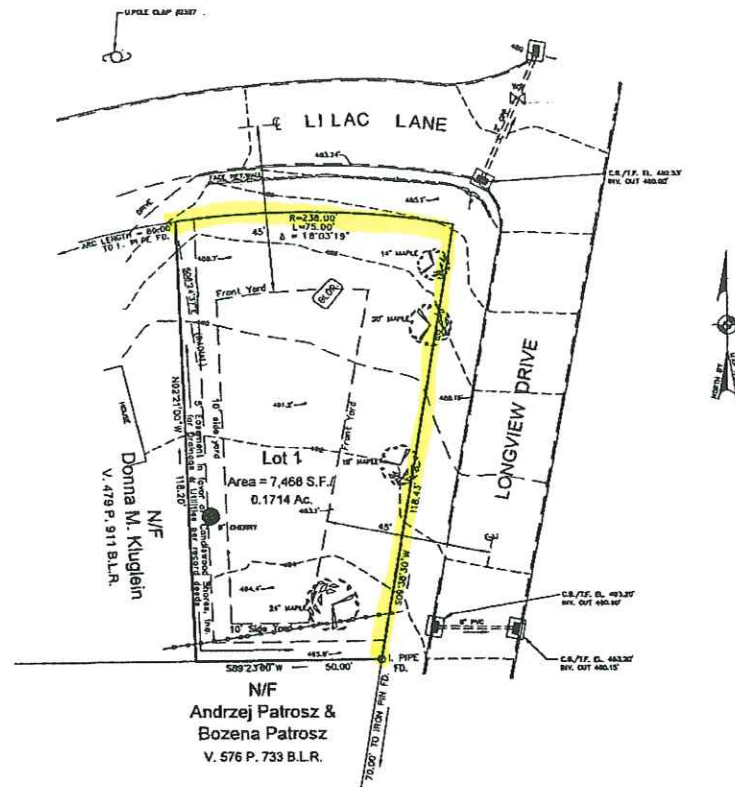


Emilie S. Frede  
Emilie S. Frede Notary Public

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WILSON, HANNA AND WANDERER, ATTORNEYS AT LAW DANBURY, CONN.

RECORDED IN BOOK 20 NOV 1963 2 9 PM



#1326

TOWN CLERK'S OFFICE  
BROOKFIELD, CT  
MAR 24 2010 3:05 PM  
JANIS TOLSON-TOOLE

I, Michael A. Natale  
certify this is an  
original ink drawing  
on polyester film  
*Michael A. Natale*

- LEGEND
- EXISTING BOUNDARY LINE
  - EXISTING BUILDING OUTLINE
  - EXISTING CONTOUR (10 FEET)
  - EXISTING CONTOUR (2 FEET)
  - EXISTING EXISTING LINE
  - EXISTING EDGE OF PAVEMENT (ROAD)
  - EXISTING (PT. CHAIN (ROAD))
  - EXISTING EDGE OF PAVEMENT (SIDEWALK)
  - EXISTING ROAD RIGHT-OF-WAY
  - EXISTING RETAINING WALL
  - EXISTING SPOT ELEVATION
  - EXISTING BENCH MARK
  - EXISTING UTILITY POLE
  - EXISTING SIGN
  - EXISTING STRUCTURE

Underground utility, structure and facility locations shown have been determined from recent maps provided by utility companies, governmental agencies, testimony, field locations, and other sources. Other utilities may exist on site as in the area shown. The size, location, and existence of all underground features must be field verified by the appropriate providers prior to construction. Call the Town of Brookfield at 1-800-922-4405.

1) COPIES NOT BEARING THE EMBOSSED SEAL OF THE SURVEYOR OR ENGINEER SHALL BE RENDERED NULL AND VOID.  
2) REVISIONS TO THESE PLANS BY ANYONE OTHER THAN ARTHUR H. HOWLAND, P.C. SHALL MAKE THESE PLANS NULL AND VOID. ARTHUR H. HOWLAND, P.C. SHALL TAKE NO RESPONSIBILITY FOR SAID REVISIONS.

REVISIONS:

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

DEED REFERENCE: V. 602 P. 978 BROOKFIELD LAND RECORDS  
PROPERTY IS LOCATED WITHIN THE R-7 ZONE DISTRICT.  
ELEVATION DATUM IS ASSUMED  
MAP REFERENCE:  
"MAP OF MAPLEWOOD BY CANDLEWOOD SHORES IN THE TOWN OF NEW FAIRFIELD, FAIRFIELD COUNTY, CONNECTICUT, SCALE 1" = 80' AUGUST 1945" ON FILE MAP NO. 5-00 BROOKFIELD LAND RECORDS.

THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-209-1 THRU 20-209-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES, "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT," AS ENFORCED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC.  
TYPE OF SURVEY:  
ZONING LOCATION MAP & TOPOGRAPHIC MAP  
BOUNDARY DETERMINATION CATEGORY:  
DEPENDENT RESURVEY  
CLASSES OF ACCURACY:  
A-2 HORIZONTAL  
T-2 VERTICAL  
TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON  
*Michael A. Natale*  
MICHAEL A. NATALE, L.S. CT #13388

ARTHUR H. HOWLAND & ASSOCIATES, P.C.  
CIVIL ENGINEERS • LAND SURVEYORS  
SOIL SCIENTISTS • LAND PLANNERS  
35 BRIDGE STREET, SUITE 201, NEW MILFORD, CONNECTICUT 06455  
TEL: (860) 304-4111 FAX: (860) 304-4117 WEB: WWW.AHOWLAND.COM

Existing Conditions Map

prepared for  
**Robert A. Kluglein & Donna M. Kluglein**  
**Lot 1**  
**Block "G"**  
**Candlewood Shores**  
62 Longview Drive  
Town of Brookfield  
County of Fairfield  
State of Connecticut

DATE: Nov. 20, 2009

SCALE: 1" = 20'



SHEET:  
**EC.1**