

**AMENDMENT TO THE DECLARATION OF EDGEWOOD ESTATES  
CONCERNING THE USE OF HERBICIDES AND PESTICIDES, AND  
THE REMOVAL OF TREES, SHRUBS AND OTHER VEGETATION  
ADOPTED BY EDGEWOOD ESTATES HOMEOWNERS' ASSOCIATION, INC.  
FARMINGTON, CONNECTICUT**

**I. Statement of Facts.**

- A. Edgewood Estates ("Common Interest Community") was created by a declaration of Pinnacle Farmington Developers, LLC, dated October 31, 2001 and recorded in the Farmington Land Records in Volume 675 at Page 65 ("Declaration").
- B. Edgewood Estates Homeowners' Association, Inc. ("Association") is the association of unit owners of the Common Interest Community.
- C. A portion of the land in the Common Interest Community is subject to a conservation easement in favor of Winding Trails, Inc., and the Town of Farmington ("Conservation Easement").
- D. Under the terms of the Conservation Easement, the area of land that is subject to the Conservation Easement ("Conservation Easement Area") must be kept in its natural state. No trees, shrubs, or other vegetation may be removed from the Conservation Easement Area.
- E. Under the terms of the Conservation Easement, the use of herbicides and pesticides may not be used as part of general lawn care maintenance within 200 feet of the Dunning Pond. However, the application of herbicides and pesticides may be used when required for turf disease, infestation and the like.
- F. The Association wishes to amend the Declaration in order to make it clearer to the unit owners of the Common Interest Community what activities are prohibited under the terms of the Conservation Easement, and to provide the Association with greater authority for enforcing the Conservation Easement.
- G. The Association and the unit owners recognize that when a unit owner fails to pay the sums owed to the Association or fails to observe the requirements of the Documents, the Association may find it necessary to engage counsel and incur attorneys' fees and costs, even if it is eventually able to resolve the matter without bringing suit. They wish to reaffirm that the Association is entitled to recover reasonable attorneys' fees and costs incurred in these circumstances, with or without litigation.

**II. Statement of Authority.**

- A. Under Subsection 47-236(a) of the Connecticut Common Interest Ownership Act and Article XV of the Declaration, the Declaration may be amended by the vote or agreement of unit owners of units to which at least 67% of the votes in the Association are allocated.
- B. Under Article XVIII of the Declaration, amendments relating to rights to use common elements also require the approval of at least 51% of the "Eligible Mortgagees" as the same are defined in the Declaration.

### III. Amendment.

#### NOW THEREFORE IT IS RESOLVED:

A. That the following Subsections 7 and 8 are hereby added to Section 19.2 of the Declaration:

7. All reasonable attorney's fees and costs incurred by the Association in collecting past due common charges, assessments and other sums due from a Unit Owner, with or without the commencement of a foreclosure action or other legal proceedings, or incurred in representing the Association in any foreclosure actions brought against a Unit Owner in which the Association is named as a defendant, shall be added to and included in the amount due to the Association from the Unit Owner as a Common Expense.
8. All reasonable attorney's fees and costs incurred by the Association in enforcing the provisions of the Declaration, the Bylaws, and the Rules or any applicable law, ordinance, or regulation relating to the Common Interest Community against a Unit Owner or a tenant or other occupant of a Unit, with or without the commencement of litigation, arbitration, mediation, administrative proceedings, or hearings before the Executive Board, may be assessed against the Unit and its Unit Owner as a Common Expense by the Executive Board after Notice and Hearing, or as awarded by a court or arbitration.

B. That Section 27.9 of the Declaration is hereby deleted and replaced with the following:

#### **Section 27.9 - Winding Trails, Inc.**

1. **Creation of Conservation Easement.** During the course of seeking land development approvals for this community, Winding Trails, Inc., the proprietor of Dunning Pond to the north of Edgewood Estates, instituted litigation against the Declarant's predecessor in title and the Town of Farmington Planning and Zoning Commission. A stipulated settlement was entered into between the parties on March 24, 2000. Among its provisions, a conservation easement was required to be granted in favor of Winding Trails and the Town of Farmington as shown on a map filed in the Town of Farmington Land Records ("Conservation Easement"). The area of the Conservation Easement is approximately 3.65 acres ("Conservation Easement Area"). It is attached to the Declaration as Schedule A-8. The Conservation Easement requires that the land within the Conservation Easement Area be protected and conserved in its natural, scenic, and open condition. In addition, the Conservation Easement requires that a 6-foot high black plastic-coated chain link fence be installed at the southern boundary of the Conservation Easement Area. The Conservation Easement should be reviewed for its exact terms. The Conservation Easement is binding on Edgewood Estates Homeowners' Association and its residents.

It was also provided in the approval that the use of the herbicides and pesticides will not be used as part of general lawn care maintenance within 200 feet of the Dunning Pond. However, the application of herbicides and pesticides may be used when required for turf disease, infestation and the like.

2. **Removal of Trees, Shrubs and Other Vegetation Prohibited.** Unit Owners may not remove any trees, shrubs, or other vegetation from the Conservation Easement Area. In the event that a Unit Owner violates this prohibition, then the Association, after Notice and Hearing, may, in addition to any other rights and powers granted to it under this Declaration, the Bylaws, and the Act:
- a. Assess a fine against the Unit Owner of up to \$1,000.00 for each tree he or she removed, which had a height of four feet or more, or had caliper trunk dimensions, measured at one foot above ground level, of three inches or more;
  - b. Assess a fine against the Unit Owner of up to \$500.00 for any shrubs or other vegetation he or she removed;
  - c. Restore the Conservation Easement Area to its natural condition as it existed prior the Unit Owner's removal of any trees, shrubs, or other vegetation, or as closely as is practical, and assess the cost of such work solely against that Unit Owner's Unit.
3. **Use of Herbicides and Pesticides Prohibited.** Unit Owners may not use herbicides or pesticides as part of general lawn care maintenance within 200 feet of the Dunning Pond, except as otherwise permitted in the Conservation Easement. The Association, after Notice and Hearing, may, in addition to any other rights and powers granted to it under this Declaration, the Bylaws, and the Act, assess a fine against a Unit Owner of up to \$500.00 for each incident in which that Unit Owner uses herbicides or pesticides in violation of the Conservation Easement.

AS OF JULY 19, 2016, this amendment shall be effective.

IN WITNESS WHEREOF the parties have caused this amendment to be executed this 31<sup>st</sup> Day of August, A.D., 2016. Signed in the presence of:

BY:

Joyce Bettencourt  
It's Secretary: Joyce Bettencourt

Jayne M. Loughtin  
Dana S. Bala

STATE OF CONNECTICUT )

)SS. Farmington

COUNTY OF HARTFORD )

On this the 31<sup>st</sup> day of August, 2016, before me, the undersigned officer, personally appeared Joyce Bettencourt, who acknowledged herself as the Secretary of the Edgewood Estates Homeowners' Association, Inc., that she as such SECRETARY, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as SECRETARY.

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



Paula B. Ray  
Notary

My Commission expires  
Oct 31, 2018

Received for Record at FARMINGTON, CT  
on 08/31/2016 At 10:21:55 am

Paula B. Ray  
Paula B. Ray, Town Clerk