

To all People to whom these Presents shall come—*Greeting:*

Knows ye. THAT I, Iva J. Watkins,

of the Town of Manchester, County of Hartford, and State of Connecticut, for the consideration of

a valuable sum in Dollars,

received to my full satisfaction of

Mary S. Olmsted of the Town of Manchester County of Hartford

State of Connecticut,

Do give, grant, bargain, sell and confirm unto the said Mary S. Olmsted

heirs and assigns forever, that certain lot of land situated in said Manchester, bounded and described as follows, to wit:

Said land is known and designated as Lot 16 (Sixteen) as shown on a map marked "Revised Layout 'LAKEWOOD CIRCLE' Manchester, Conn C. Elmore Watkins, Owner & Developer. Scale 1" = 100 April 12, 1941, Thomas H. Desmond & Associates Inc Planning Consultants Hayden L. Griswold, Civil Engineer." which map is now on file in the town clerk's office in said Manchester, reference to which is hereby made for further description.

Said Lot 16 is bounded Northerly by Plot B, as shown on said map, One Hundred (100) feet; Easterly by Lot 15, as shown on said map, Two Hundred (200) feet; Southerly by Lakewood Circle South, One Hundred (100) feet; and Westerly by Lot 17, as shown on said map, Two Hundred (200) feet.

The above described premises are conveyed subject to the following Protective Covenants:

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

B. No building shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the owner, her successors or assigns: Provided, however, that if the owner, or her agent, fails to approve or disapprove such design and location within thirty days after such plans have been submitted to her or if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. This covenant shall prevail for ten years from May 1, 1940. After May 1, 1950, approval of the external design and location and all alterations shall be referred to a neighborhood committee, elected by a majority of the owners of lots in Lakewood Circle.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building shall be located nearer than 15 feet to any side lot line *except* that the side line restriction shall not apply to a detached garage or other outbuilding located 75 feet or more from the front lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of not less than 12000 square feet nor a width of less than 80 feet at the front building setback line.

E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No persons of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

G. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

H. No dwelling costing less than \$6000 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.

I. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

J. The grantor herein, for herself heirs and assigns, covenants with the grantee herein, her heirs and assigns, that she will incorporate the within Protective Covenants in each deed of a lot conveyed in said tract known as "Lakewood Circle."

K. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until May 1, 1966, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

L. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

M. Invalidity of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

N. If the grantee herein, her heirs or assigns, desires to sell the above described land, she shall first offer the same for sale to all the other owners of lots in said "Lakewood Circle" Tract, who shall have thirty (30) days in which to either accept or reject said offer.

To Have and to Hold. the above granted and bargained premises, with the appurtenances thereof, unto the said grantee

her heirs and assigns forever, to her and their own proper use and behoof. And also, I the said

grantor, do for my self, my heirs, executors, and administrators, covenant with the said grantee her heirs and assigns,

that at and until the enrolling of these presents I am 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 above recited.

And Furthermore. I the said grantor does by these presents, bind my self and my heirs forever to Warrant and Defend the above granted and bargained premises to the said grantee her heirs and assigns, against all claims and demands whatsoever, except as above.

In Witness Whereof. I have hereunto set my hand and seal this 19th day of June,

in the year of our Lord one thousand, nine hundred and forty-one.

Signed, Sealed and Delivered in presence of

Iva J. Watkins

[L. S.]

Elizabeth J. McIntosh

[L. S.]

[L. S.]

Doct. stamps affixed to deed)

Arthur A. Knofla

June 19,

A. D. 19 41.

State of Connecticut, County of Hartford, ss., Manchester

PERSONALLY APPEARED. Iva J. Watkins,

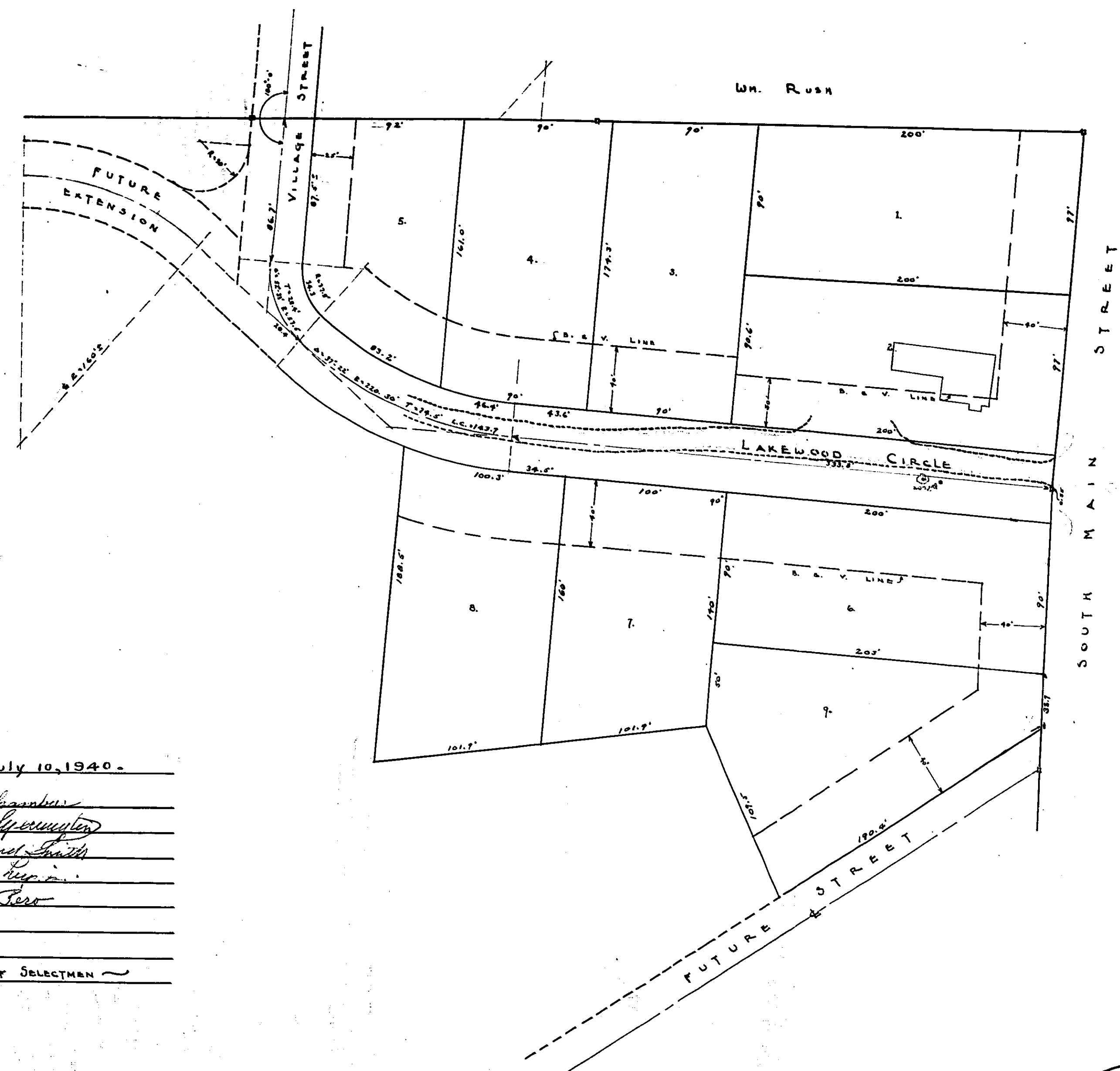
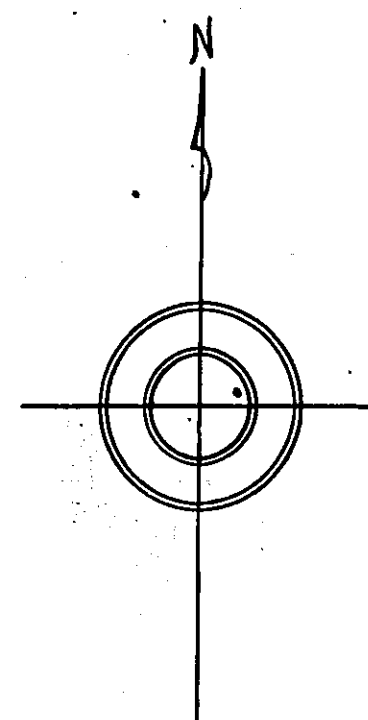
signer and sealer of the foregoing instrument, and

acknowledged the same to be her free act and deed before me.

Louise Williams Notary Public.
(Notarial Seal)

Received for Record, June 21, 19 41, at 10h. 52 m. A. M., and Recorded by

Samuel J. Turkington Town Clerk.



APPROVED: July 10, 1940.

David Chamberlain
Walter R. Sperry
Chambers Smith
Stanley W. Keen
Joseph J. Peto

~ BOARD OF SELECTMEN ~

RECEIVED FOR FILING
August 6, 1940.
AT THE TOWN CLERK'S OFFICE
MANCHESTER, CONN.
S. J. Livingston
TOWN CLERK

THOMAS H. DESMOND & ASSOCIATES, INC. - PLANNING CONSULTANTS
HAYDEN L. GRISWOLD: CIVIL ENGINEER
DELBERT K. PERRY: ARCHITECT

PLAN OF PART OF
"LAKEWOOD CIRCLE"
A RESIDENTIAL COMMUNITY
SOUTH MANCHESTER CONN.
C. ELMORE WATKINS - OWNER & DEVELOPER

OLD FILE PLAN
Book No. 5
Page No. 107

THIS MAP IS CERTIFIED TO BE SUBSTANTIALLY CORRECT:
Hayden L. Griswold C.E.

JUNE 10, 1940
DRAWN BY: H.A.T.
SCALE: 1" = 40'-0"
APPROVED BY: *[Signature]*
DRAWING No. 4007-6



SB2-18