

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

KNOW YE THAT THE PALO ALTO CO., a corporation duly organized and existing under the laws of the State of Connecticut and having its principal place of business in Moodus in the Town of East Haddam, County of Middlesex and State of Connecticut and acting by David Bockstein, its President duly authorized for the consideration of one and more dollars received to its full satisfaction of

NICHOLAS DUNKAVICH Jr. of 42 Billard St. MERIDEN CONNECTICUT

DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM UNTO THE SAID NICHOLAS DUNKAVICH Jr. his heirs and assigns Two lots or parcels of land situated in Moodus in said Town of East Haddam and more particularly described and shown on a plan of "Shore Acres Park" a development owned by the Palo Alto Co. a blue-print of which is on file in the Office of the Town Clerk of East Haddam and which conveyed premises are bounded and described as follows,

LOT #190

Northerly by lot #189 - 100 ft
Easterly by Beech Road 20 ft
Southerly by Lot #191 - 100 ft
Westerly by lot #121 - 100 feet

LOT #191

Northerly by lot #190 - 100 feet
Easterly by Beech Road 20 feet
Southerly by lot #192 - 100 feet
Westerly by lot #120 - 20 feet

Together with the right to use, in conjunction with the grantees, its successors and assigns any and all roads as they appear on the aforesaid map of said development; said property being subject to flowage, drainage, and other water rights so far as they now exist.

The Grantee covenants for himself, his heirs and assigns as a part of the considerations for this conveyance:

1. Temporary tents or trailers will be permitted for a period not exceeding eighteen (18) months from the date of this deed or date of purchase, which ever date is prior in time, and such tents or trailers must be removed not later than eighteen (18) months from such date.
2. No permanent building shall be erected other than a single dwelling, with or without a private garage and shall not be less than 16'x 20' in size and shall at all times be adequately painted; no flat top roofs will be permitted unless with the written consent of the grantor.
3. Such buildings must be set back at least fifteen (15') feet from the road and all dwellings must be provided with a septic tank and no permanent outside privies will be permitted any longer than other temporary buildings are permitted and no drainage of any description or sewage will be permitted into the waters of the lake or above ground.
4. No commercial buildings or any barns, stables or structures for the housing and maintenance of animals (except a private dog-house) of any type shall be erected and no land shall be used for any commercial purposes, except residential but non-hotel, and except as reserved by the grantor for commercial purposes.
5. The grantee in common with all owners of other lots of "Shore Acres Park" shall be entitled to any and all lake shore rights on reserved community beaches as were obtained by grantor in reference to what was previously "Meadow Brook" except as aforesaid herein specifically limited.
6. Any fences shall not be more than three (3') feet in height and each lot shall be kept clear and free from all weeds, rubbish and nuisances of any kind.
7. The use and occupancy of said premises shall be limited to the use of members of the Caucasian Race, except for domestic servants,
8. Grantor Company, its successors and assigns, reserves any and all commercial rights as to any property owned by said company in said development, except as above.

The restrictions herein provided shall be real covenants running with the land until July 1, 1967 for the benefit of all property owners in said development, and grantor, for itself, successors and assigns, covenants that said restrictions shall apply to all of the lots presently shown in the map of Shore Acres Park. On said date, said covenants shall be automatically extended for a further period of ten (10) years unless by a vote of the majority of the then owners of the lots of said "Shore Acres Park" as it now appears on the aforesaid blue print on file, it is voted to change such extension or any or all of said covenants and restrictions; the owner of each lot being entitled to one vote for each lot, at a meeting, as to which at least two (2) ~~in~~ weeks notice and warning shall be given in writing to each and every lot owner.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto him the said grantee his heirs, successors and assigns forever to him and their own proper use and behoof

AND ALSO it the said grantor does for itself, its successors and assigns covenant with the said grantee his heirs and assigns that at and until the sealing of these presents it is well seized of the premises as a good indefeasible estate in FEE SIMPLE and has 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 written.

AND FURTHERMORE it the said grantor does by these presents bind itself and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargain premises to him the said grantee his heirs and assigns against all claims and demands whatsoever except as above written

IN WITNESS WHEREOF I have hereunto caused to be set my hand and seal and the seal of the corporation this 28th day of August in the year of our Lord nineteen hundred and forty-eight

Signed, sealed and delivered

in presence of
Morris H. Broder
Peter Dunkavich

Palo Alto Co
By David Bockstein President

L.S.
L.S.

stamps 55¢

CONTINUED

Land Records, Town of East
Haddam, Connecticut
Shore Acres Park
vol 63, p 538
28 August 1948
Read more about race
restrictive covenants at
OnTheLine.trincoll.edu

SHORE ACRES

PARK

BEECH TREE

AVENUE

DOROTHY

STREET

OAK TREE

AVENUE

SHORE ROAD

STANLEY

AVENUE

CONTACT INFORMATION

Association not formed



East Haddam, CT

Contact

3

Search

Abutters

Layers

