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Land Records, Town of East Haddam, Connecticut

WARRANTEE. VOL. 56.

111

Know all Men by these Presents:

That the Shore & Lake Corporation, a Corporation organized and existing under the laws of the State of Connecticut and having its principal office in the Town of Westbrook, County of Middlesex, in said State, for and in consideration of One Dollar and other valuable considerations received to its full satisfaction of **PATRICK J. TWOMEY**

County of **WINDHAM** and State of **CONNECTICUT**
and in further consideration of an undertaking by the Grantor well and truly to carry out the conditions herein below set forth does give, grant, bargain, sell, and confirm, unto the said **PATRICK J. TWOMEY** a certain tract or parcel of land situated in the Town of East Haddam, County of Middlesex, State of Connecticut, and known as Lake Hayward Club Property, being Lot No. **725** of Plan **3** of the Lake Hayward Club Property as the same is laid out into building lots and plans filed for reference with the Town Clerk of the Town of East Haddam. Said lot is more particularly described as follows, viz:

LOT NUMBER SEVEN HUNDRED TWENTY FIVE (725) lying on the East side of Cragmere Road, is bounded Northerly one hundred and seventy five (175) - feet, more or less, by lot number seven hundred twenty-six (726); Easterly fifty six and three tenths (56.3) feet by lot number seven hundred thirty-three (733); Southerly one hundred and eighty (180) feet by lot number seven hundred twenty-four (724); Westerly fifty-five and two tenths (55.2) feet by Cragmere Road.

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto, that this conveyance is made subject to the following restrictions, covenants, conditions, and limitations, which are intended to be and shall be taken as covenants to run with the land, and which are intended to be and shall be taken as conditions of this conveyance and one of the express considerations thereof, viz:

1. Only one one-family residence, for use and occupancy of one family only, and one single or double private garage shall be erected on any one of the residence lots hereinabove described except on lots in Block 24, where tents may be erected. The garage, however, shall not be erected until the residence on the same lot is completed.
2. Said dwelling shall not cost less than Twelve Hundred (\$1200.) Dollars if erected on a lot fronting directly on the lake or on Lake Shore Drive and not less than Eight Hundred (\$800.) Dollars if erected on any other lot of the Lake Hayward Club property.
3. The plans of all buildings to be erected on the land herein conveyed shall be submitted in advance to the Grantor or to the Jas. Jay Smith Co. and its or their approval thereof obtained in writing before any work on said building shall start. Should the Grantor fail to approve said plans, then the parties hereto agree to arbitrate the matter by choosing three persons for the purpose; the Grantor selecting one; the Grantee selecting one; and the two persons so chosen selecting the third, and the decision of said three persons shall be final as to said plans. The said arbitrators shall have no right to waive any of the conditions and limitations contained in any other clause in this contract.
4. No tents except on lots in Block 24 shall be erected, nor shall any temporary buildings be erected upon said property. No wood or wire fences shall be erected around the boundary of any lot.
5. The first story of any dwelling to be erected on this lot or lots shall not approach the side line of any adjoining lot nearer than four (4) feet. The Grantor, its successor or assigns, reserves the right to place pipes or wires within 2 1/4 feet inside of the front or rear of any plot and shall always have the right for itself, its successors and assigns, as and when may be most convenient to it or them to enter on said plot for the purpose of erecting, fixing, building, examining, maintaining or repairing such pipes, conduits, electric lights, telephone posts and wires and other public service as in its or their opinion may be desirable or necessary to place on the 2 1/4 foot strip herein referred to. The said premises are hereby conveyed subject to any agreement made or to be made by the Grantor with electric lighting, gas, water, transportation or other public service corporations. Drain pipes under and drainage ditches through certain lots are not to be disturbed, as they are a public necessity.
6. The roofs of all buildings, garages included, shall have a pitch of at least twenty-five (25) degrees and shall be roofed with materials other than tar, felt, sheet or roll roofing, and the exterior sides thereof shall not be sided with plain or vertical siding known as ceiling, or any rolled roofing material. No outside stairway can be erected above the first floor of any building nor can the chimneys be constructed unless covered with brick or stone.
7. The Grantor further expressly reserves the right for itself, its successors or assigns, to use certain lots in said sub-division for business purposes.
8. No building shall be used by the Grantee as a public bath house, store, restaurant, garage, or for any other public purpose, except on the lots reserved for this purpose, nor shall any boats be rented or used for public purposes, nor shall any advertising or For Sale signs be erected. ~~There must not be operated at excessive speed to the annoyance or danger of other property owners.~~ Nothing herein is to be construed to prevent the Grantor from erecting and maintaining such buildings upon its property as may be convenient and beneficial thereto. **See Clause 15A**
9. As the Lake Hayward Club property is strictly a club proposition, it is hereby covenanted and agreed that the property herein conveyed shall not be sold, released, or rented in any form or manner directly or indirectly to any person or persons: (1) who are not of the Caucasian Race; (2) who are not acceptable to the Grantor or to the Jas. Jay Smith Co. This covenant shall be a real covenant and run with the land until the year 1960.
10. All private receptacles for water-closets, privies, garbage or waste shall be situated inside the house or garage and shall be protected by using iron pans or septic tanks, and sufficient disinfectants shall be used to keep the same in a sanitary condition. Septic tanks must be in the rear of the house erected on said lot, whenever possible. All wells must be in the front of all lots to prevent contamination.
11. The said lot or lots hereinabove described shall not at any time be sub-divided, nor sold, except as a whole, but this restriction shall not prevent the Grantor, his heirs or assigns, from conveying any part of the said real estate hereby conveyed to the owner or owners of lots adjoining the real estate herein conveyed.
12. The Grantee of two or more contiguous lots contained in the same plot may improve said lots as one building plot and the covenants, conditions, restrictions and limitations herein shall apply to such plot with the same force and effect as though it were one lot.
13. The Grantor reserves the right to complete all development work now in progress or contemplated without hindrance of any sort from the Grantee and reserves the right to enter upon said premises within a reasonable time hereafter for this purpose.
14. In case the Grantee shall violate or fail to carry out any or all of the stipulated conditions, covenants, restrictions or limitations, proceedings to enforce compliance therewith by injunction or other remedy may be brought, at the option of the Grantor, its successors or assigns. Any Grantee of other lots bought under the same conditions may proceed similarly. No failure or omission to bring such suit or take such other proceedings as may be deemed necessary shall be held to be a waiver of any rights in the Grantor, its successors or assigns, or in any Grantee to enforce compliance with the conditions, covenants, restrictions or limitations.
15. Each lot is sold subject to an annual charge of not to exceed two (\$2) dollars in any given year to be applied toward the general maintenance and upkeep of the entire property, which said charge the Grantee hereby agrees to pay to the Grantor and shall become a lien upon the property if not paid.
16. The restrictions provided for in this covenant shall be real covenants and run with the land and be included in all future deeds until the year 1960, except that the right of way for pipes, wires, etc., as mentioned in clause 5, will not then terminate, but shall continue until terminated by and at the pleasure of the Grantor, its successors or assigns.
17. The Grantee is to have the right in common with all owners of other lots on this property to the use of those portions of the lake frontage marked "Reserved Beach" on maps of said property for bathing, boating and other recreations, but not for commercial uses or purposes, and the right to use all streets, avenues, roads, drives or walks as shown on said maps. Where the Grantee herein sells this lot or lots the successor in title shall thereby acquire all said rights and privileges, and the rights of the Grantee herein shall then terminate. No Grantee can use these rights and privileges for the benefit of any property which is not included in this development. An owner of any lot or lots shall at no time have any right to sell or convey any right or privilege in said reserved beaches or in any of said streets, avenues, roads, drives or walks unless conveyed to a purchaser of any such lot or lots at the time of such sale thereof. **15A Motor Boats or Outboard Motors must not be operated on the lake as they spoil the fishing, ruin the bathing and are a general annoyance.**

PATRICK J. TWOMEY, his heirs and assigns forever, and their own proper use and behoof. And also the said Grantor does for itself, its successors and assigns, grant, bargain, sell, and confirm, unto the said **PATRICK J. TWOMEY** a certain tract or parcel of land situated in the Town of East Haddam, County of Middlesex, State of Connecticut, and known as Lake Hayward Club Property, being Lot No. **725** of Plan **3** of the Lake Hayward Club Property as the same is laid out into building lots and plans filed for reference with the Town Clerk of the Town of East Haddam. Said lot is more particularly described as follows, viz:

That the Shore & Lake Corporation, the said Grantor does by these presents bind itself, its successors and assigns, to warrant and defend the premises to the said Grantee against all claims whatsoever, subject to said restrictions, conditions, covenants and limitations

In Witness Whereof, the said Corporation has by **JAMES JAY SMITH** its duly authorized President caused its name to be signed and its corporate seal to be affixed. This 6th day of July A.D. 1936.

Signed, sealed and delivered in presence of
Avy B. Smith
Helen M. Silkworth
COUNTY **MIDDLESEX**
July 6th A.D. 1936

Personally appeared **JAMES JAY SMITH** of the Shore & Lake Corporation, hereto duly authorized, and acknowledged the same to be the free act and deed of said Corporation, in his free act and deed as said **President** before me.

(FIFTY CENT REVENUE STAMP ATTACHED)
Notary Public, **Avy B. Smith** (Notary Seal)
Received for record this 10th day of July A. D., 1936 at 1 h 37 m. P. M. and recorded by **W. E. Root** Town Clerk.

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[Home](#) > [Groups](#) > [Tax Collector](#) > [Lake Associations](#)

LAKE HAYWARD ASSOCIATION

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ROAD
CRAGMERE
ROAD
EAST LANE
FOREST WAY
GLIMMER GLEN
HAYFIELD
ROAD
HILLSIDE ROAD
LAKE HAYWARD
TOWN ROAD
LAKE SHORE
DRIVE
LAUREL LANE
LONGWOOD
DRIVE
LOOKOUT
DRIVE
RIDGEWOOD
ROAD
RIDGEWOOD
ROAD EXT
SUNSET ROAD
WILDWOOD
ROAD

CONTACT INFORMATION

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PRESIDENT

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ASSOCIATION TAX COLLECTOR

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203-605-4277 (call or text)



East Haddam, CT

Contact

