

Land Records, Town of Manchester, Connecticut. and map
Bowers Farm (vol 136, pp. 386-387, circa May 1940) SB2-19

Hartford and State of Connecticut do grant, bargain, sell and confirm unto the said grantee all the right, title, interest, claim and demand which the said Charles I. Balch had at the time of his decease, or which I as such Executrix have or ought to have, in and to a certain piece or parcel of land, with the buildings thereon, situated in the Town of Manchester, County of Hartford and State of Connecticut, and bounded and described as follows:

North on highway known as North Main Street; East on land formerly of Waldo Driggs; South on Hockanum River and West on land formerly of Olin R. Wood, containing two acres more or less.

The said premises are known as 622 North Main Street and were conveyed to the said Charles I. Balch by Certificate of Distribution of the Judge of Probate, District of Manchester, which certificate is recorded in the Manchester Will and Distribution of Real Estate Records, Volume 2, Page 117.

The grantee agrees to assume the payment of the taxes assessed against the said property on the list of October 1, 1939. (Doct. stamps affixed to deed)

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said grantee, her heirs and assigns to them and their own proper use and benefit forever. And I, the said executrix do hereby covenant with the said grantee, her heirs and assigns, that I have full power and authority, as executrix aforesaid, to grant and convey the above described premises in manner and form aforesaid, and for myself and my heirs, executors and administrators I do further covenant to warrant and defend the same to the said grantee, her heirs and assigns, against the claims of any person or persons whomsoever, claiming by, from or under me as executrix aforesaid.

IN WITNESS WHEREOF, I as such executrix have hereunto set my hand and seal this 2nd day of May A.D. 1940.

Signed, sealed and delivered in presence of

Allen I. Balch

Kate A. Balch (SEAL)

Alfred W. Wriggs

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

May 2, A.D. 1940

Personally appeared Kate A. Balch the signer and sealer of the foregoing instrument, who acknowledged that she executed the same in the capacity and for the purposes therein stated, and that the same is her free act and deed before me,

Allen I. Balch
Notary Public
(Notarial Seal)

Received May 3, 1940 at 2:12 P.M.

Recorded by *S. J. Turkington*

Town Clerk

Warrantee

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

KNOW YE, That I, SHERWOOD G. BOWERS, 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 ANNA R. DART, of said Town of Manchester, do give, grant, bargain, sell and confirm unto the said Anna R. Dart, her heirs and assigns forever, that certain lot of land situated in said Manchester, and known and designated as Lot Thirty-four (34) as shown on a certain map or plan marked "Map of Bowers Farm, Oakland, Manchester, Conn. Scale 1 in. - 100 ft., Sept. 1935, 42.29 Acres, F. E. Thrall, Surveyor," which map or plan is now on file in the Town Clerk's office in said Town of Manchester, reference to which is hereby made for further description.

Said Lot 34 is bounded Northerly by Lot 33, as shown on said map or plan, One Hundred Ninety-six (196) feet; Easterly by Baldwin Road, Eighty-seven (87) feet; Southerly by Lot

35, as shown on said map or plan, One Hundred Ninety-six (196) feet; and Westerly by Lot 49, as shown on said map or plan, Eighty-seven (87) feet.

Said lot is conveyed subject to the following restrictions, and by the acceptance of this deed the grantee herein covenants and agrees to comply with said restrictions, it being understood, however, that said restrictions shall not apply to Lots No. 39 and No. 40, as shown on said map or plan.

1. No buildings or structures shall be erected, altered, placed or permitted to remain on said lot other than one detached single family dwelling house of colonial or conventional design, which shall cost not less than \$3,500.00, and which shall not exceed two and one-half stories in height; a private garage for not more than two cars; and a one story poultry house, having a floor area of not more than 250 square feet, and located not more than ten feet from the rear line of said lot.

2. No portion of any building, except a veranda, shall be located upon said premises at a less distance than fifty feet from the Westerly line of said Baldwin Road, as shown on said map or plan. No portion of a veranda shall be located upon said premises at a less distance than forty feet from the Westerly line of said Baldwin Road. No portion of any building shall be located nearer than ten feet to any side lot line, except that a detached garage or other outbuilding located 100 feet or more from the front lot line may be located not less than five feet from any such side lot line.

3. Said premises shall not be redivided or subdivided into lots having an area of less than 16,000 square feet, or a width of less than 80 feet at the front building line.

4. No retail or wholesale shop or store shall be erected, and no noxious or offensive trade shall be carried on upon said premises; nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

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

6. No trailer, basement, tent, garage, barn or other outbuilding erected or placed on said Lot 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.

7. The ground floor area of the main structure of any dwelling erected on said lot, exclusive of one-story open porches and garages, shall be not less than 750 square feet in the case of a one-story structure, and not less than 600 square feet in the case of structures of more than one story.

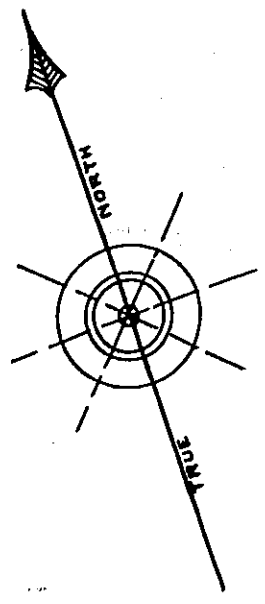
8. Until such time as a sanitary sewer system shall have been constructed to serve the tract, a septic tank constructed in accordance with the State Sanitary Code shall be installed for each dwelling erected on the tract, and no other sanitary provision or device shall be permitted to discharge into a storm sewer stream, open ditch or drain, unless it has first passed thru an approved absorption field. If and when public mains for collection of sewage are available, all dwellings erected both before and after the installation of the mains shall be connected thereto.

9. These covenants are to run with the land, and shall be binding on all the parties and all persons claiming under them until January 1, 1975.

10. 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 tract 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 violations.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

SB2-19



**MAP OF
BOWERS FARM
OAKLAND**

MANCHESTER

CONN.

SCALE 1"=100'

SEPT. 1935

42.29 ACRES

J.C. Thall - Surveyor

**APPROVED BY
SELECTMEN
DATE - June 20, 1938**

**OLD FILE PLAN
Book No. 5
Page No. 81**

*David C. Sullivan
Joseph S. Burt
Harold A. Burt
Richard M. Burt
Edward T. Burt
Matthew S. Burt
Samuel A. Burt*

**RECEIVED FOR FILING
JUN 26 1938
AT THE TOWN CLERK'S OFFICE
MANCHESTER, CONN.
S. J. Burlington
TOWN CLERK**

CONN. REGISTRATION NO. 67

