

## **Lake Waubeeka Deed Declaration**

**DECLARATION** made this 24th day of July, 1951, by LAKE TORMID INC., a New York Corporation having its principal office at 2466 East 24th

Street, in the Borough of Brooklyn, City and State of New York.

**WHEREAS**, LAKE TORMID INC., is the owner in fee of the following described property, to wit:

**Parcel I** – All those certain lots, pieces or parcels of land, situate, lying and being in the Town of Danbury, Fairfield County, State of Connecticut, shown and designated on a certain map entitled “Lake Waubeeka, Section One, Owned and Developed by Lake Tormid, Inc.”, located on Moses Mountain in the Town of Danbury, Fairfield County, State of Connecticut certified substantially correct by M. R. Moody, P.E. & L.S. dated May 25, 1951, and which map is on file in the Office of the Town Clerk of the said Town of Danbury, and is filed as Map number 1282.

**Parcel II** – All those certain lots, pieces or parcels of land, situate, lying and being in the Town of Danbury, Fairfield County, State of Connecticut,

shown and designated on a certain map entitled “Lake Waubeeka, Section Two, Owned and Developed by Lake Tormid, Inc.”, located on Moses Mountain in the Town of Danbury, Fairfield County, State of Connecticut certified substantially correct by M. R. Moody, P.E. & L.S. dated May 29, 1951, and which map is on file in the Office of the Town Clerk of the said Town of Danbury, and is filed as Map number 1283.

**Parcel III** - All those certain lots, pieces or parcels of land, situate, lying and being in the Town of Danbury, Fairfield County, State of Connecticut, shown and designated on a certain map entitled “Lake Waubeeka, Section Three, Owned and Developed by Lake Tormid, Inc.”, located on Moses Mountain in the Town of Danbury, Fairfield County, State of Connecticut certified substantially correct by M. R. Moody, M.E. & L.S. dated July 5, 1951, and which map is on file in the Office of the Town Clerk of the said Town of Danbury, and is filed as Map number 1284.

**WHEREAS**, LAKE TORMID INC. is engaged in the development of said land and desires to impose protective covenants and restrictions covering the described premises, and for such purposes has determined and agreed to impose on the above described premises the covenants and restrictions hereinafter set forth.

**NOW THEREFORE**, in consideration of the foregoing, LAKE TORMID INC. does hereby declare that it has established, created and imposed and does hereby establish, create and impose upon the above described premises the following covenants and restrictions, and does hereby declare that the above described premises shall be held and shall be conveyed subject to the following covenants and restrictions:

**A** No lot shall be used except for residential purposes.

**B** No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family private dwelling house and a private garage for not more than two cars.

**C** No building shall be erected, placed or located on any lot nearer than twenty-five (25) feet to the front line or side street line, and nearer than ten (10) feet to the interior lot line, except that eaves, steps, and open porches shall not be considered as part of a building. With the approval of LAKE TORMID INC., its successors or assigns, such building may be located nearer than the above provided where the topographic conditions make the same desirable.

**D** No fence, wall or other enclosure shall be erected, altered or placed or permitted to remain on any lot nearer to any front lot line or side street line than the minimum building setback line, and no fence, wall or any other enclosure shall be over three and one-half feet in height or be so constructed as to be dangerous.

**E** No business or trade whatsoever, or boarding house shall be carried on or be permitted to be carried on upon any lot.

**F** No noxious or offensive activity shall be carried on or be permitted to be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.

**G** No lot shall be subdivided or sold except as a whole.

**H** No structure of a temporary character, trailer, basement, tent, shack, garage, or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.

**I** These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**J** These covenants shall be enforced by proceedings at Law or in equity against any party or persons, or parties or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

**K** Invalidity of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof and the same shall remain in full force and effect.

Nothing herein contained shall be construed as restricting nor shall there be any obligation upon LAKE TORMID INC., the successors or assigns to restrict, in any manner, any other premises now or hereafter owned by LAKE TORMID INC. its successors or assigns.

**IN WITNESS WHEREOF**, the undersigned has duly executed this Declaration of Restrictions the day and year first above mentioned.

LAKE TORMID INC

President

STATE OF CONNECTICUT

SS.: Town of Danbury

COUNTY OF FAIRFIELD July 24, 1951

Personally appeared SIDNEY N. KLEIN, President of LAKE TORMID INC. signer and sealer of the foregoing instrument and acknowledged the same

to be his free act and deed, and the free act and deed of said corporation, before me.

Notary Public

(Commissioner of the Superior Court for Fairfield County)