

Record and Return to:
Peter Alter
PO Box 1530
Glastonbury, CT 06033

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

THIS DECLARATION made this _____ day of _____, 2022, by and between **McGuire Road Associates LLC**, a Connecticut limited liability company located in the Town of South Windsor, County of Hartford and State of Connecticut, hereinafter called "Owner", and the **Town of South Windsor**, a municipal corporation, hereinafter called "Grantee".

to wit:

WHEREAS, Owner is the owner of 542 King Street, in the Town of South Windsor, County of Hartford and State of Connecticut, being also shown as "_____" ("Property") on a certain map or plan entitled: "_____", to which reference may be had for a more particular description thereof;

WHEREAS, Owner has been required by the Town of South Windsor Planning and Zoning Commission to place certain restrictions and covenants upon the Property for the benefit of the Town of South Windsor and its residents, which restrictions shall run with the land and be binding upon the Owner and its successors and assigns; and

NOW THEREFORE, Owner, for the benefit of Town of South Windsor, and its successors and assigns, for good and valuable consideration, does hereby make known, publishes, declares, covenants and agrees that the Property shall hereafter be subject to the following covenants and restrictions, which shall be real covenants running with the land and binding upon all purchasers, owners and mortgagees and any purchasers, owners or mortgagees of any portion of the same, their heirs, executors, administrators, successors and assigns.

FIRST: These restrictions and covenants shall be binding upon the Owner and all persons claiming through the Owners as hereinbefore set forth, and shall run with the land and be binding upon the Owner and its successors and assigns as permanent restrictions and protective covenants.

SECOND:

Invalidation of any of the covenants herein contained by judgment or court order shall in no manner affect any of the other provisions which shall remain in full force and effect.

THIRD: The following covenants and restrictions shall apply to the Property:

- a. The Town of South Windsor shall have the right to enforce this restrictive covenant through the judicial process as it deems necessary and appropriate to ensure continued compliance by the Owner.

- b. The Owner of the Property, its successors and assigns herein agree that no building shall be erected on the Property that exceeds twenty-eight feet (28') in height at its highest point even if the Zoning Regulations of the Town of South Windsor would otherwise allow a taller building (up to forty feet (40') is currently allowed). In the event that the Owner of the Property, or any entity or person claiming through the Owner shall violate this restrictive covenant, and the Town of South Windsor seeks to enforce this restrictive covenant through a judicial process, then the Owner of the Property if it is found to have violated the restrictive covenant shall be liable to the Town of South Windsor for any and all expenses incurred including reasonable legal fees and expenses incurred, in enforcing this covenant.

IN WITNESS WHEREOF, the Owner hereunto has set its hand and seal the day and year first aforementioned.

Signed, Sealed and Delivered
in the presence of

OWNER: MCGUIRE ROAD ASSOCIATES LLC

_____ BY: _____

Its Member, duly authorized

STATE OF CONNECTICUT:

: ss. South Windsor _____, 2022

COUNTY OF HARTFORD :

Personally appeared _____, duly authorized member of McGuire Road Associates LLC, as aforesaid, signer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of the limited liability company, before me.

Peter Jay Alter
Commissioner of Superior Court