

**RED CEDAR LAKE
PROPERTY OWNERS ASSOCIATION**

HANDBOOK

2012

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RED CEDAR LAKE PROPERTY OWNERS ASSOCIATION, INC.

Hello Neighbor!

Welcome to the Red Cedar Lake Property Owners Association and to one of the most pleasant and beautiful lakeside communities in the state of Connecticut. We have prepared this booklet to assist you in becoming familiar with the Association and the surrounding area. We hope that you will use this information to get acquainted with your Association as well as the wonderful area that surrounds Red Cedar Lake.

As you read the information contained in this package please remember that volunteers perform many of the services provided by the Association. Any help that you can offer is greatly appreciated. Also, please be considerate of your fellow members that give their time and their effort to make this community what it is.

It is our intention to update this package as new information becomes available. All members of the Association will receive a copy of each update so you will be able to have a current manual at all times. Please contact us if you have any suggestions, comments or questions concerning this package or your Association.

Sincerely,

The Executive Committee of the
Red Cedar Lake Property Owners Association

**INTRODUCTION TO THE
RED CEDAR LAKE PROPERTY OWNERS ASSOCIATION**

The Red Cedar Lake Property Owners Association is a non-profit corporation organized under the laws of the State of Connecticut. The Association was formed in 1968 and currently consists of approximately 130 members.

An executive committee that is made up of 13 Association members manages the association. The executive committee consists of four officers (president, vice president, treasurer and secretary) who are elected for a one-year term and nine directors that are elected for three-year terms. The officers and three directors are elected each year at the association's annual membership meeting.

We encourage you to read the association by-laws for details concerning the organization and management of your association.

After the annual elections a current list of the members of the executive committee will be placed in the Red Cedar Lake Post. We suggest that you keep that list with this manual.

SERVICES AND ACTIVITIES PROVIDED BY THE
RED CEDAR LAKE PROPERTY OWNERS ASSOCIATION

NEWSLETTER

The Red Cedar Lake Post keeps us all informed of events and important issues throughout the year. We encourage all members to submit appropriate articles and information for publication. If you wish to submit an article please contact the newsletter chairperson.

ROADWAYS

The Association owns and maintains the following roads:

Lakeside Drive, Diane Road, Elyse Road, Stewart Lane, Stacey Lane and Ruth Lane

The maintenance of these roads is very time consuming and costly. Please help to protect our roads by driving at a reasonable speed and **WATCH OUT FOR CHILDREN!**

BEACHES

The Association owns and maintains two beaches. One beach is located on Lakeside Drive and is commonly called **Main Beach**. The second beach is located on Stacey Lane and is commonly called **Little Beach**. At each beach a Port-o-let is rented for use during the summer season. There are picnic tables at each beach. These areas are owned by all members of our community and are the focal points of our Association. Please enjoy them and clean up as you leave. Remember to lock the gates.

BOAT LAUNCHES

There is a boat launch at Main Beach. **Please be advised that Main Beach Boat Launch is closed to all traffic between the hours of 11:00 am to 4:00 pm on weekends and holidays.** There is also a boat launch at Little Beach.

LAKE WATER QUALITY

Periodically the Association has Red Cedar Lake water surveyed for quality. In the past the Association has contracted water quality experts to treat weeds in our lake for the removal of milfoil and lily pads.

Eutrophication is the primary water quality problem impacting Connecticut lakes. This process is the progressive aging of lakes and ponds. Lakes and ponds in the advanced stages of eutrophication have frequent and intense algae blooms, extensive beds of rooted aquatic plants, and oxygen depletion problems. Under natural conditions this process occurs over a long period of time. However, poor land use practices can accelerate eutrophication by increasing the amount of plant nutrients and sediments entering a lake. The increase of plant nutrients and sediments accompanying eutrophication stimulates biological production of nuisance plants and increases shoal areas and will eventually decrease the recreation utility and aesthetic appeal of the lake.

Numerous suggestions on proper use to protect Red Cedar Lake as an aesthetic and recreational resource include:

1. The most important single factor – the overall condition of septic systems around the lake. Coliform bacterial seeping into the lake could render it useless and unfit for human use. **Have your septic system cleaned and inspected on a regular basis** (every 2-5 years depending on system and use). If your place of residence on the lake has changed from a weekend or occasional vacation spot to an all summer home this is particularly important. Regular pumping will save the expense of major repairs in the long run.
2. **Always use low phosphate detergents.** When purchasing detergents look for brands that advertise their suds and cleaning agents to be 100% “biodegradable”. Dishwashing powders have a wide range of phosphate levels. When purchasing, look for the product that is the lowest.

SECURITY AND SAFETY

Please read the Association rules that are included in this manual. The Association does not provide a police force; therefore, we rely on you to control your pets, your children, your visitors and yourselves! Please respect your neighbors and fellow members. There is a list of telephone numbers in this manual for the state and local police as well as departments of the State of Connecticut that should be contacted should you need assistance.

RECREATION AND SOCIAL

“It is fun to have fun but you have to know how.” (The Cat In the Hat – Dr. Seuss) If you do not know how to have fun, contact our recreation and social chairpersons (or your neighbor). There are many events throughout the summer season that occur in our community: sailboat racing, horseshoe tournaments, fishing derby, children’s arts and crafts, potluck dinner/auction and cookouts just to name a few. If you have any suggestions for other activities please contact the recreation and/or social chairperson.

REPRESENTATION

The Executive Committee attempts to stay in contact with the State of Connecticut and the Town of Lebanon to remain abreast of issues that may affect our community. This is not an easy task. There are many hours spent by executive committee members attending state and local meetings in which we represent our community. We ask that if you can help in this area, please contact any executive committee member. **We really need your help.**

RECORD KEEPING

State and federal tax returns and State of Connecticut Annual Reports are filed annually.

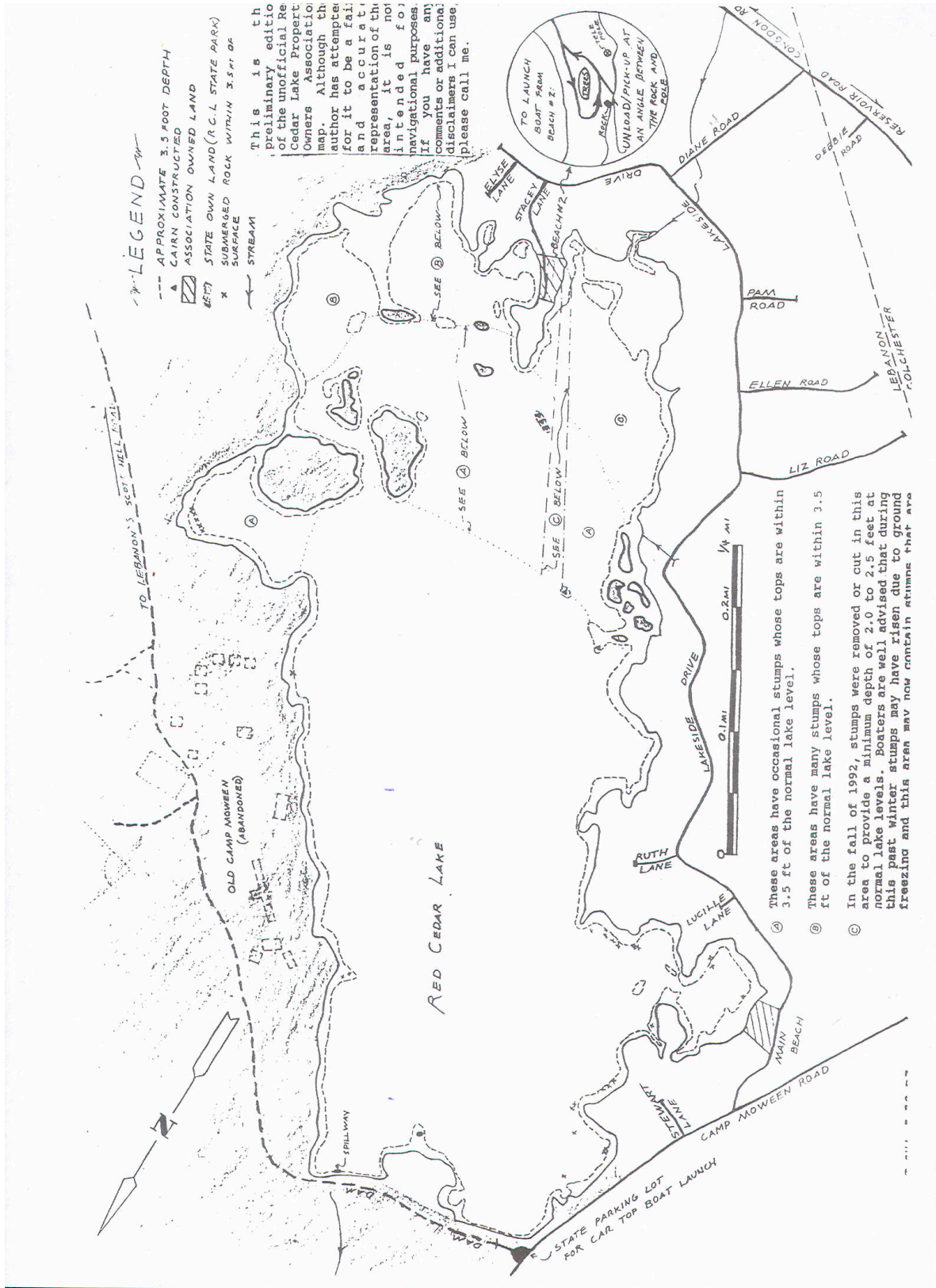
Records of property ownership and transfers of property are monitored throughout the year. The numerous transfers of property require that the membership list be updated continuously. These are two of the many time consuming tasks performed by volunteers that easily go unnoticed. Please help by advising the membership chairperson of any changes or corrections in your name, address or telephone number as soon as possible.

Membership service fees are billed annually. This project is another time consuming and thankless job done by a volunteer, but you can help! **Please help by paying your annual service fee promptly each year.**

GARBAGE PICKUP

Prompt collection of garbage is made each Tuesday from April 15 to October 15. Recyclable material must be separated and is collected on the same day. Please review the list of recyclable items on the following page.

IMPORTANT PHONE NUMBERS	
EMERGENCY AND FIRE	911
POLICE INFORMATION	
RESIDENT STATE TROOPER LEBANON	860-642-7730
STATE POLICE TROOP K COLCHESTER	860-537-4601
CT POISON CONTROL CENTER	1-800-222-1222
Backus Memorial Hospital (Norwich)	860-889-0759
Colchester Health Center	860-537-4601
LEBANON TOWN HALL	
1ST Selectperson	860-642-6100
Building Inspector	860-642-6028
Dog Warden	860-642-6379
Recreation Coordinator	860-642-4085
Sanitary Landfill	860-642-7901
Tax Collector	860-642-7222
Town Clerk	860-642-7319
Zoning Enforcement Officer	860-642-2006
OTHER USEFUL NUMBERS	
Angelo's Bakery	860-537-2272
Café Mangia	860-537-3966
Colchester Bakery	860-537-2415
Colchester Pizza	860-537-2653
Colchester Veterinary Hospital	860-537-3435
Colchester Wine & Spirits	860-537-5870
Cragin Memorial Library	860-537-5752
CVS	860-537-0711
Donna's Pet Grooming	860-848-3434
Illiano's Pizza	860-537-4434
Jonathan Trumbull Public Library	860-642-7763
Noel's Supermarket	860-537-5988
NuNu Bistro	860-537-6299
Rite Aid	860-537-9034
Stop and Shop	860-537-2361
The Plum Tomato	860-537-3996



Lake and Dam History

We have attempted to collect some history on the surrounding area, which is now named Camp Mooween State Park. If you have any news articles or other information as to the history of this area please let us know.

Red Cedar Lake was once named Cedar Swamp Pond. The State Highway Department authorized the change of the name to Red Cedar Lake in 1941.

Red Cedar Lake was purchased by the State of Connecticut on September 11, 1989. The purchase price for the 140-acre lake and approximately 200 acres of forestland surrounding the lake was \$2,900,000.00. The dam (which was repaired by the State in 1992-1993) and a car top boat launch are part of this state park and are maintained by the State of Connecticut.

WARRANTEE DEED
MISCELLANEOUS VOL. 78

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TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, that I, George I. Green, of the Town of Lebanon in the County of New London and State of Connecticut, for the consideration of one dollar and other valuable considerations received to my full satisfaction of Dudley W. Green and Adele D. Green of said Town of Lebanon, do give, grant, bargain, sell and confirm unto the said Dudley W. Green and Adele D. Green as joint tenants and not as tenants in common; said Dudley W. and Adele D. Green to be joint tenants with the right of survivorship; to them and the survivor of them, and the heirs and assigns of them and the survivor of them forever a certain tract of land, situated in the said Town of Lebanon, bounded and described as follows, viz:

Commencing at a point on the Northerly side of the highway leading from Tobacco Street, so-called, to Exeter, at a corner of land of this grantor, thence the line runs by and along the Northerly side of said highway a distance of four hundred forty-five feet to a corner of land now or formerly of Edward W. Stiles; thence the line runs Northerly, by and along said Stiles land, a distance of seven hundred eighty-five feet to a corner of said Stiles land; thence the line turns and runs East by said Stiles land a distance of two hundred forty-two feet to a corner of land of this grantor; thence the line turns and runs South, by and along land of the grantor, a distance of four hundred eighty-six feet to a corner of said grantor's land; thence the line turns and runs East, by and along said grantor's land, a distance of two hundred ten feet to a corner of grantor's land; thence the line turns and runs South, by and along said grantor's land, a distance of three hundred ninety feet to the point of beginning, containing four and one-half acres, be the same more or less.

Being land conveyed to this grantor by deed of Edward W. Stiles dated December 3, 1937, recorded in Lebanon Land Records Volume 61 Page 320.

The consideration involved in this deed is such that no documentary stamps are required.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto them the said grantees and the survivor of them, and the heirs and assigns of the survivor of them forever, and to their own proper use and behoof. AND ALSO, I, the said grantor, do for myself, my heirs, executors, administrators, and assigns covenant with the said grantees, their survivor and such survivor's heirs and assigns, that at and until the sealing of these presents, I am well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have a good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as is above written.

AND FURTHERMORE, I, the said grantor do by these presents bind myself and my heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to them the said grantees and to the survivor of them and to such survivor's heirs and assigns, against all claims and demands whatsoever, except as is above written.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of July in the year of our Lord nineteen hundred and sixty.

Signed, sealed and delivered in the presence of:

Lorraine Woodward
Royal O. Woodward

George I. Green (L.S.)

STATE OF CONNECTICUT
COUNTY OF NEW LONDON) ss. Lebanon, July 23, A.D. 1960

Personally appeared George I. Green, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

Royal O. Woodward
Commissioner of the Superior Court

RECEIVED FOR RECORD July 30, 1960 at 10:15 o'clock A.M.
ATTEST:

Sarah L. Abell
Town Clerk

RESTRICTIONS AND REGULATIONS

RESTRICTIONS TO LAND CONVEYED BY RED CEDAR LAKE LAND DEVELOPMENT CORPORATION. These restrictions apply to land owned by the corporation in Lebanon, Connecticut, only.

EXHIBIT A

Summary of Restrictions to which land will be conveyed.

1. Residential lots shall contain only one detached single family dwelling not to exceed two stories in height and a one or two car garage.
2. Residences must be set back a minimum of 25' from lot lines and a minimum of 5' from side or rear lot lines, but no residence shall be set back less than 25' from the Lake. Setbacks on the side street of corner lots shall be a minimum of 15'.
3. No residence lot shall contain less than 8,000 sq. ft. nor have less than 40' frontage at the set back line. No residence on a lot shall contain less than 320 sq. ft. of livable floor area on one-story homes, exclusive of porches, garages, carports, etc.
4. No building shall be erected on any residence lot until the design and location thereof have been approved by the Seller. The Seller shall not unreasonably withhold approval.
5. The occupancy of any building is restricted to summer residence; no building shall be used as a residence before April 15 or after October 15 of any given year. This restriction shall not be revised or amended for a period of 10 years from July 1, 1960.
6. No sea wall, dock or float shall be erected or constructed on any waterfront lot until the location, design, material, etc., have been approved by the Seller.
7. Such authorization shall not be withheld if the request be reasonable. Mooring slips are permissible only upon written authorization by the Seller.

(forward)

See Page 317
see H. 917
see H. 98
see H. 113

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RESTRICTIONS CONTINUED

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7. No trailer, basement, tent, shack, garage, storage shed, boathouses or any other outbuilding may be used either as temporary or permanent residence. Buildings must comply with numbers 2 and 3 above.
8. No sign of any kind shall be displayed to the public view except a professional sign of not more than one sq. ft. area.
9. No commercial operations of any kind, nor any nuisance of any kind shall be permitted on any lot.
10. Each lot owner shall have the right to use Red Cedar Lake for swimming, boating, fishing, and water skiing, subject to the above restrictions. Apart from the foregoing, no lot owner shall have any property right in, or ownership of, said Lake.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that usual household pets maybe kept provided they are not involved in any commercial purposes and they do not constitute a nuisance. However, no more than two pets per household are permitted.
12. No lot shall be used as a dumping ground for rubbish. All trash or other waste shall be kept in sanitary containers, but said containers shall not be placed more than 3 ft. from the residence.
13. On corner lots and dividing lines, no fence, wall, hedge or shrub planting shall be maintained in excess of 3 1/2 ft. in height. No tree of more than 6" diameter shall be cut down without permission of the Seller, its successors or assigns; nor shall any red cedar tree of more than 14' in height be cut down without such permission.
14. All septic tank sewage and water arrangements must conform with the minimum requirements of the State or other governmental sanitary codes or requirements. In any event, no leaching fields shall be placed within 75 feet of the Lake, and all such fields shall be sloped away from the Lake.
15. Roads and beaches designated as public beaches by the Seller in the Red Cedar Lake Land Development shall be owned in common by the Seller and the Buyers of land of said Development, but the Seller shall have all rights of control over such roads and public beaches, unless it elects otherwise. The Seller reserves an easement of ingress and egress over all roads.
16. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them.
17. Any violation or attempt to violate these covenants or restrictions will result in proceedings in law or for equity against the person or persons violating or attempting to violate.
18. These restrictions and covenants may be revised or amended by the Seller or its successors or assigns, excepting restriction number 5 above (summer occupancy only) which shall not be revised or amended for a period of 10 years. If the seller or its successors or assigns shall no longer be in existence, the restrictions and covenants may be revised or amended by a vote of a majority of the owners of lots at the time a change is contemplated, excepting restriction number 5 above (summer occupancy only) which shall not be revised or amended for a period of 10 years.

RECEIVED FOR RECORD August 3rd. 1960 at 1:00 o'clock P.M.

ATTEST:

Sarah L. Abell
Town Clerk

RELEASE OF ATTACHMENT

THE YANTIC GRAIN AND PRODUCTS COMPANY	Court of Common Pleas
VS	County of New London
LAURA SINGER	August 2, 1960

THIS IS TO CERTIFY that a certain attachment of real estate located in the Town of Lebanon, County of New London and State of Connecticut, standing in the name of Laura Singer of the Town of Lebanon, made in a suit brought by The Yantic Grain and Products Company, a Connecticut corporation with a principal place of business in the Town of Norwich, County of New London and State of Connecticut, and returnable to the Court of Common Pleas on the First Tuesday of September 1960, the writ directing the attachment being signed by Robert M. Sussler as Commissioner of the Superior Court and recorded in the Lebanon Land Records in Volume 55, at page 323, is hereby released and discharged.

Robert Sussler
Commissioner of the Superior Court
and Attorney signing the Writ

RECEIVED FOR RECORD August 6, 1960 at 1:30 o'clock P.M.

ATTEST:

Sarah L. Abell
Town Clerk

AMENDMENT OF RESTRICTIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that RED CEDAR LAKE LAND DEVELOPMENT CORPORATION, a Connecticut corporation, hereby amends Paragraph 5 of the Restrictions and Covenant: dated August 3, 1960, recorded in Volume 73 at Page 187 of the Lebanon Land Records, as provided for in Paragraph 18 of said Restrictions and Covenants, and as amended December 20, 1975 and recorded in Volume 97, Page 404 of said Lebanon Land Records, as follows:

Paragraph 5 shall be amended by adding to the amendment dated December 20, 1975 by adding thereto the following:

Any buildings on any lot, which building and lot conforms to the municipal regulations of the Town of Lebanon, shall, notwithstanding any Restriction and Covenant heretofore recorded on the Land Records of the Town of Lebanon, be permitted for permanent use and occupancy, and the permitted use and occupancy of any lot size and building thereon, if in conformance to the rules, regulations and ordinances of said Town of Lebanon, shall supercede any recorded Restrictions and Covenants as to use and occupancy.

IN WITNESS WHEREOF, Red Cedar Lake Land Development Corporation has hereunto set its hand and seal this 15th day of May, 1976.

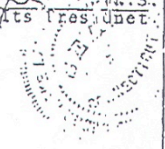
Signed, Sealed and Delivered in the Presence of:

Irving Spiro (Signature)

Red Cedar Lake Land Development Corporation

By Sheldon Langer, Its President (Signature)

Abraham Fishbone (Signature)
Abraham Fishbone
State of Connecticut) ss.
County of New London)



On this the 15 day of May, 1976, personally appeared Sheldon Langer who acknowledged himself to be the President of Red Cedar Lake Land Development Corporation, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

RECEIVED FOR RECORD AT LEBANON, CONN.
ON 5-27-76 AT 11:50 A. M.
A. TEST: HELEN M. LITTLEFIELD, TOWN CLERK

Irving Spiro (Signature)
Commissioner of the Superior Court.

KNOW ALL MEN BY THESE PRESENTS, That the FARMERS AND MECHANICS SAVINGS BANK, a corporation located and doing business in the Town of Middletown, County of Middlesex, and State of Connecticut, for the consideration of ONE DOLLAR and other valuable considerations does hereby release and discharge certain mortgage given it by ROBERT J. VON EDWINS and MICHAEL J. STULA dated July 20, 1971 and recorded in the records of the town of Lebanon county of New London, and State of Connecticut, in book 88 Page 37B the debt secured by said mortgage having been fully paid.

IN WITNESS WHEREOF said FARMERS AND MECHANICS SAVINGS BANK has hereunto set its hand and seal by its Vice President, he being duly authorized, this 25th day of

