

From: cmaries70@yahoo.com,
To: bog@blackpointbeachclub.com,
Subject: Fwd: BPBCA Politic incorp by special act Road maint
Date: Sat, Jun 19, 2021 10:07 am

Charter

Restated Charter of The Black Point Beach Club Association

Conn. Special Act No. 462, 1931 Session of the General Assembly, as amended through May 23, 2009.

Section 1.

The owners of a freehold interest in any land within the limits specified in section two of this act, in the locality known as Black Point in the town of East Lyme, shall be, while they continue to be owners of such land, **a body politic and corporate** by the name of The Black Point Beach Club Association, and by that name they and their successors shall be a corporation in law capable of suing and being sued and pleading and being impleaded in all courts, and shall be vested with and possess the powers hereinafter specified. All persons who are over eighteen years of age who own or who may own any land within said limits shall, while they continue to be owners of such land, be members of The Black Point Beach Club Association and entitled to vote at any meeting of said association and shall be eligible to any office in said association. Electors of the Town of East Lyme residing within the boundaries of the association shall also be entitled to vote at any meeting of said association, and shall also be eligible to hold office in said association. The section shall become operative on its approval by a majority vote of the qualified members of the association present at a meeting thereof for and held for that purpose. (Amended, Special Act 499, 1933 Session of General Assembly; amended, Annual Meeting, May 23, 2009))

Connecticut General Statutes

Sec. 7-125a. Appropriations to improvement associations for road maintenance. Any town which has appropriated funds **to** any **body politic incorporated by special act** as an improvement association within such town, which funds were used for the repair or maintenance of roads within the limits of such association, may continue to make such payments, if the legislative body of such town deems it in the public interest to do so.

(1961, P.A. 412.)

From: bpbcmanger@gmail.com,
To: sloreilly@aol.com,
Cc: John@invcap.com, bog@blackpointbeachclub.com, janet.bonelli@gmail.com, slbvmd@gmail.com, thomasmegggers3@gmail.com, thoscherry@icloud.com,
Subject: Re: Question Re Last Night's BOG's Decision
Date: Thu, Jul 1, 2021 5:06 pm

Sharon,

Section II, Rule 7, clearly states Rec program has priority on the playground during Club hours. It's not about sharing the space with 9-12 year olds, that's actually the issue for me. I interpret the spirit of the rule to mean that parents can safely drop off their kids for two hours knowing that they are entrusted only to their counselors and Directors in a contained space - not possibly intermingling with unknown adults who may be leaving or entering the same space. For the seven weeks of Club, you will have to adjust your hours before or after 9:30-11:30a, Mon thru Thurs. Last summer wasn't a problem because Club was suspended.

I'm not anti-pickle ball. Quite the opposite, I leave the court unlocked, the nets are up year round so you can play year round. We have paid for and are waiting delivery for two brand new 8' benches for those courts. But for those designated times, the Rec program has exclusive use of the Clubhouse grounds. Thx for your anticipated cooperation.

Jim

On Thu, Jul 1, 2021 at 4:00 PM <sloreilly@aol.com> wrote:

Dear Board of Governors,

For the last two years, I have been a part of the 10AM pickleball group that plays on Monday, Wednesday and Saturdays. It has been wonderful getting to know other people living in Black Point and playing a game that I love. I was so happy when I saw the notice in the Black Pointer last year that there were others who enjoyed the sport as much as I did and that we could get a group of people together to play 3 days a week. The group has grown to 10+ people—all Black Point residents—who play regularly.

You can imagine our disappointment when we heard on Wednesday that we could no longer play at 10AM owing to the fact that the 9-12 year olds wanted to use the courts. I understand that it is important for kids to get exercise, but it is also important for us older folks to get exercise too. Many of the people we play with are retired and moving the time to play to 11:30 in the summer is frankly a health risk to many of us.

We were hoping that sharing the days we played with the 9-11year olds would be a satisfactory compromise but was told that this was voted down by the board last night. I understand the bylaws note that the playground area is reserved for camp during the summer, but do not see anything that mentions the tennis courts. With so many recreational activities the kids can do on the playground, why do the 9-11 year olds have exclusive use of the courts Monday – Thursday mornings even if they are not using the courts! This doesn't make sense to me. Can't we simply divide up the days giving the kids Tuesday and Thursday and the older taxpayers Monday and Wednesdays?

Many of us have been long term residents of Black Point and being senior citizens, we don't have kids going to camp and frankly don't utilize many of the services available. Even so, we are happy to pay our annual taxes so these activities can be offered.

I hope you will reconsider this decision – it is so disappointing to many of us that we are unable to play just when we got a great group together and now will have to find another place to play. I am very disheartened by your decision and would appreciate a response so I can better understand your reasoning. If it is easier, please give me a call at 949-244-9675 – I am happy to chat live about this.

Thank you!

Sharon O'Reilly
3 Billow Rd
Niantic, CT

Sharon O'Reilly
President & CEO
BioMedGPS, LLC

8/1/2021

Re: Question Re Last Night's BOG's Decision

949-244-9675

sharon@biomedgps.com

www.biomedgps.com

--

Jim Moffett

Association Manager, BPBC

bpbcmanager@gmail.com

c (860) 460-7641

From: colleenshayes@gmail.com,
To: bog@blackpointbeachclub.com,
Subject: Charter Commission Meeting - Non-resident/Associate Member request for Public Comment
Date: Thu, Jul 15, 2021 1:42 pm

Hi there - I am not able to attend the Charter Commission Meeting on Saturday. It's my understanding that BPBCA cannot allow non-resident/associate memberships due to the charter not providing for this type of membership. Since the charter is being revised, it might be the time to consider adding language to allow for a few bordering properties to become non-resident/associate members of the Association. This would increase revenues for the Association.

I believe there are 10 properties that might be affected and I believe several of these owners have approached the board in the past to inquire about membership. This would be a contained membership opportunity so there would not be an "opening of the flood gates."

The properties are:

2 Bond
10 Bond
12 Bond
18 Bond
00 West Lane
73 Sunrise
67 Sunrise
38 Sea Spray
12 South Trail
14 South Trail

I don't know the real estate or legal ramifications of offering such a membership but I do believe it's worth considering. Sorry I can't be there in person but felt the issue should be raised again since the Charter is being revised for voting rights so time seems to be of the essence.

Thank you for your consideration.

Sincerely,
Colleen Hayes
20 Sea Breeze Avenue

--
Colleen Hayes
917.743.4519 - cell
colleenshayes@gmail.com

From: sharonbruce926@gmail.com,
To: brookers2@aol.com,
Subject: Re: Charter Commission Meeting - Non-resident/Associate Member request for Public Comment
Date: Thu, Jul 15, 2021 2:10 pm

Thank Brooke.

On Thu, Jul 15, 2021, 2:08 PM Brooke Stevens <brookers2@aol.com> wrote:

-----Original Message-----

From: Colleen Hayes <colleenshayes@gmail.com>

To: bog@blackpointbeachclub.com

Sent: Thu, Jul 15, 2021 1:42 pm

Subject: Charter Commission Meeting - Non-resident/Associate Member request for Public Comment

Hi there - I am not able to attend the Charter Commission Meeting on Saturday. It's my understanding that BPBCA cannot allow non-resident/associate memberships due to the charter not providing for this type of membership. Since the charter is being revised, it might be the time to consider adding language to allow for a few bordering properties to become non-resident/associate members of the Association. This would increase revenues for the Association.

I believe there are 10 properties that might be affected and I believe several of these owners have approached the board in the past to inquire about membership. This would be a contained membership opportunity so there would not be an "opening of the flood gates."

The properties are:

2 Bond

10 Bond

12 Bond

18 Bond

00 West Lane

73 Sunrise

67 Sunrise

38 Sea Spray

12 South Trail

14 South Trail

I don't know the real estate or legal ramifications of offering such a membership but I do believe it's worth considering. Sorry I can't be there in person but felt the issue should be raised again since the Charter is being revised for voting rights so time seems to be of the essence.

Thank you for your consideration.

Sincerely,
Colleen Hayes
20 Sea Breeze Avenue

--

Colleen Hayes
917.743.4519 - cell
colleenshayes@gmail.com

From: thoscherry@icloud.com,
To: colleenshayes@gmail.com,
Cc: bog@blackpointbeachclub.com,
Subject: Re: Charter Commission Meeting - Non-resident/Associate Member request for Public Comment
Date: Thu, Jul 15, 2021 2:35 pm

On the face of it I would agree to this but a better understanding of Black Point property taxes, where those go (are they directed to East Lyme general fund or in some part directly back to us-(BP). I would look to some sort of premium regardless, but higher if there is a part of our property taxes that comes back to BP directly.

Sent from my iPhone

On Jul 15, 2021, at 1:43 PM, Colleen Hayes <colleenshayes@gmail.com> wrote:

Hi there - I am not able to attend the Charter Commission Meeting on Saturday. It's my understanding that BPBCA cannot allow non-resident/associate memberships due to the charter not providing for this type of membership. Since the charter is being revised, it might be the time to consider adding language to allow for a few bordering properties to become non-resident/associate members of the Association. This would increase revenues for the Association.

I believe there are 10 properties that might be affected and I believe several of these owners have approached the board in the past to inquire about membership. This would be a contained membership opportunity so there would not be an "opening of the flood gates."

The properties are:

2 Bond
10 Bond
12 Bond
18 Bond
00 West Lane
73 Sunrise
67 Sunrise
38 Sea Spray
12 South Trail
14 South Trail

I don't know the real estate or legal ramifications of offering such a membership but I do believe it's worth considering. Sorry I can't be there in person but felt the issue should be raised again since the Charter is being revised for voting rights so time seems to be of the essence.

Thank you for your consideration.

Sincerely,
Colleen Hayes
20 Sea Breeze Avenue

--

Colleen Hayes
917.743.4519 - cell
colleenshayes@gmail.com

8/1/2021

Black Point Hearing on Charter Change for voting etc. July 17th 2021 Please read aloud @ hearing.

From: lyme1234@yahoo.com,
To: aschepker@sbcglobal.net, mrwill34@gmail.com,
Cc: brookers2@aol.com,
Subject: Black Point Hearing on Charter Change for voting etc. July 17th 2021 Please read aloud @ hearing.
Date: Fri, Jul 16, 2021 9:23 pm

Hi Anita & etc.- I had hoped to attend but this heat has really been hard on me. I would still like to make a comment that I hope you can present to the Black Point Charter

I disagree about how it's proposed it appears to take my right to vote away. I pay for a third of taxes on my property @ 35 Sea Crest Ave. I may disagree with the other 2/3. So if it is that way I understand it is being proposed that under the 1 vote for one property than there can be no vote accepted for this property y

If others give their property away through Trusts, corporations, partnerships, lifeuse or other legal entities etc. that is their choice. Under the U S Constitution, Connecticut C

How do does this figure size of a property ? I have two lots so does each lot count or does just the frontage count ? Do you merge them into one ? How many votes for a 40
We are an approved municipality by this Charter through the Connecticut Legislature & should not be taking away any property owner's vote as even is presently done by n

We need to rethink these very poor ways proposed & take more time so not to rush this fast for only 16.5% of the Black Point Beach Club Association property owners. A C
Barbara Johnston
35 Sea Crest Ave.
Niantic, CT 06357

8/1/2021

Re: Black Point Hearing on Charter Change for voting etc. July 17th 2021 Please read aloud @ hearing.

From: aschepker@sbcglobal.net,
To: lyme1234@yahoo.com, sharonbruce926@gmail.com, brookers2@aol.com, mrwill34@gmail.com, bfox@gbact.com, villagewoodworker@yahoo.com, jenniferbogue@gmail.com, michaelcoff@gmail.com, phill.hag@gmail.com, philip.j.hagaman@snet.net, slbvmd@sbcglobal.net,
Subject: Re: Black Point Hearing on Charter Change for voting etc. July 17th 2021 Please read aloud @ hearing.
Date: Sat, Jul 17, 2021 5:31 am

Hi Barbara,

Happy to read this in the record .

Just a couple of points of clarification:

First, all meetings and hearings of the Charter Revision Commission have been properly noticed according to the Connecticut General Statutes governing the procedures of Charter Revision Commission procedures.

Second, we are a Beach Association (not a municipality) established by Special Act of the Connecticut General Assembly in 1931. These Associations, therefore, operate differently than a city or town as you know.

Under the statutory process, the Charter Revision will present it's recommendations to the BOG.

If you have any questions please feel free to call.

As always, we appreciate your statement and Sharon and I will be happy to make sure that it is read into the hearing record.

Anita

Sent from my iPhone
Anita Schepker, Esq.

----- Original message -----

From: babara johnston <lyme1234@yahoo.com>

Date: 7/16/21 9:23 PM (GMT-05:00)

To: aschepker@sbcglobal.net, mrwill34@gmail.com

Cc: Brooke Stevens <brookers2@aol.com>

Subject: Black Point Hearing on Charter Change for voting etc. July 17th 2021 Please read aloud @ hearing.

Hi Anita & etc.- I had hoped to attend but this heat has really been hard on me. I would still like to make a comment that I hope you can present to the Black P

I disagree about how it's proposed it appears to take my right to vote away. I pay for a third of taxes on my property @ 35 Sea Crest Ave. I may disagree with the other 2/3. So if it is that way I understand it is being proposed that under the 1 vote for one property than there can be no vote accepted for thi

If others give their property away through Trusts, corporations, partnerships, lifeuse or other legal entities etc. that is their choice. Under the U S Constitution, C

How do does this figure size of a property ? I have two lots so does each lot count or does just the frontage count ? Do you merge them into one ? How many v
We are an approved municipality by this Charter through the Connecticut Legislature & should not be taking away any property owner's vote as even is presentl

We need to rethink these very poor ways proposed & take more time so not to rush this fast for only 16.5% of the Black Point Beach Club Association property
Barbara Johnston
35 Sea Crest Ave.
Niantic, CT 06357

From: cmaries70@yahoo.com,
To: Aschepker@spdgoilbal.net,
Cc: sharonbruce926@gmail.com, bog@blackpointbeachclub.com,
Subject: BPBCA MUNICIPALITY
Date: Sat, Jul 17, 2021 11:18 am

Dear Anita,

You made the statement today clarifying BPBCA is not a Municipality, so I will share with you what I have for documentation and hopefully you can let me know what your statement is based on, so we both can be sure of what we share to be the truth of BPBCA BEING A municipality or not.

Section 1.

The owners of a freehold interest in any land within the limits specified in section two of this act, in the locality known as Black Point in the town of East Lyme, shall be, while they continue to be owners of such land, a body politic and corporate by the name of The Black Point Beach Club Association, and by that name they and their successors shall be a corporation in law capable of suing and being sued and pleading

What is BODY POLITIC?

A term applied to a corporation, which is usually designated as a “body corporate and politic.” The term is particularly appropriate to a public corporation invested with powers and duties of government. It is often used, in a rather loose way, to designate the state or nation or sovereign power, or the government of a county or municipality, without distinctly connoting any express and individual corporate character. Munn v. Illinois, 94 U. S. 124, 24 L. Ed. 77; Coyle v. McIntire, 7 Houst. (Del.) 44, 30 Atl. 728, 40 Am. St. Itap. 109; Warner v. Beers, 23 Wend. (N. Y.) 122; People v. Morris, 13 Wend. (N. Y.) 334.

I really am trying to be educated about BPBCA MUNICIPALITY, and since you are a lawyer and I am not, I appreciate your references.

Sincerely,

Cindy Trocki

From: aschepker@sbcglobal.net,
To: cmaries70@yahoo.com,
Cc: bog@blackpointbeachclub.com,
Subject: Re: Charter
Date: Sun, Jul 18, 2021 12:09 pm

Regulation. Not by charter

Sent from my iPhone
Anita Schepker, Esq.

On Jul 18, 2021, at 8:48 AM, Cindy Trocki <cmaries70@yahoo.com> wrote:

Section 7

Nothing herein shall be construed as authorizing the board or the association to change by regulation restriction in deeds.

Sent from Yahoo Mail for iPhone

From: cmaries70@yahoo.com,
To: aschepker@sbcglobal.net, bog@blackpointbeachclub.com,
Cc: cmaries70@yahoo.com,
Subject: No such rules or regulations of CALLED ASSOCIATION, but a Corporation as deeded below
Date: Mon, Jul 19, 2021 8:59 am

Begin forwarded message:

From: Cindy Trocki <cmaries70@yahoo.com>
Subject: Deed Volume 35 Page 304-306
Date: July 19, 2021 at 8:53:07 AM EDT
To: Cindy Trocki <cmaries70@yahoo.com>

VOLUME 35

Page 304

September 1, 1934

This Agreement made the 1st day of September, 1934, by and between the **Shore and Lake Corporation**, a Connecticut corporation having its principal office in the Town of Westbrook, County of Middlesex, in said State, party of the first part, and the **Black Point Beach Club Association**, a **CORPORATION DULY CHARTERED** by the General Assembly of the State of Connecticut, and located in the Town of East Lyme, in said State, party of the second part, hereinafter call the Association.

WITNESSETH: WHEREAS James Jay Smith, of said Westbrook, was formerly the owner of two tracts of land located at Black Point Beach Club, in the Town of East Lyme, said tracts being shown on maps filed in the Office of the Town Clerk of East Lyme on April 3, 1931 and on May 27, 1931, respectively; and

WHEREAS said land was acquired by the party of the first part by deeds duly recorded in the office of the Town Clerk of East Lyme, and a majority of said lots having been sold or contracted to be sold; and

WHEREAS THE PURCHASERS OF SAID LOTS or some of than organized the **ASSOCIATION AND OBTAINED A CHARTER** from the General Assembly in 1931 which was subsequently amended in 1933, and are now maintaining the Association for the **GENERAL PURPOSE** of **improving or controlling to some extent the conditions in the neighborhood of and in connection with said tracts of land;** and

WHEREAS the Association is desirous that the party of the first part should **grant to the Association PERPETUAL AND PERMANENT CONTROL AND MANAGEMENT** of all the roads, streets, courts, trails, avenues, drives and lanes in and about two tracts of land, together with the tennis courts, club house, Woodland Park, and Playground and the land marked "Reserve Beach" on the east side of said maps, together with the jetties and piers extending into the water from said beaches and also the pier on the west side of the property extending westerly from the Black Point Road to Bridge Creek and having a width of sixty (60) feet, all upon the terms and **CONDITIONS HEREINAFTER STATED**, and the party of the first is willing to do so upon said terms and conditions;

NOW, THEREFORE, in consideration of the premises and of one dollar by each party to the other in hand paid, and in consideration of the agreements hereinafter contained, the parties have agreed

and do hereby agree as follows:

The party of the first part does hereby remise, release and forever **QUITCLAIM UNTO THE ASSOCIATION**, its successors and assigns, all the right, title and interest, claim and demand whatsoever, that the said party of the first part has or ought to have in or to lots No. 738,739, and 740, known as the "*Tennis Courts*", Lots No. 723 with the *Club house* thereon standing, a tract of land known as "*Woodland Park and Playground*", and land marked "*Reserve Beach*", as set forth and described upon a certain map entitled "**Black Point Beach Club, Property at Niantic, Town of East Lyme, Conn, owned by Jas. Jay Smith, Jas. Jay Smith, Co., Developers, 1328 Broadway, New York and Niantic, Conn.**" and also known as "**Map of Plan 1**-filed with Town Clerk of East Lyme May 27, 1931", so long as said Tennis Courts, Club House Woodland Park and Playground are used for recreational purposes but not for commercial uses or purposes, and **all roads, streets, courts, trails, avenues, drives and lanes as described and set forth upon said map and upon map entitled "Plan No. 2, Black Point Beach Club, Property at Niantic, Town of East Lyme, Conn, owned by Jas. Jay Smith, Jas. Jay Smith, Jas. Jay Smith, Co., Developers, 1328 Broadway, New York and Niantic, Conn." and also known as "Map of Plan 2**-filed with Town Clerk of East Lyme April 3, 1931,"and also land described as "**Reserve Beach**" on said Plan No. 2.

Said land described as Woodland Park and Playground is subject to the right of Jas. Jay Smith, his heirs, assigns, and lessees, and also subject to the right of the party of the first part, its successors, assigns and lessees, to maintain and operate the well and water plant now in said park, and to drill further wells if necessary to increase the water supply, as well as to install and to operate properly additional pumps, motors, engines, and tanks, and to build suitable buildings over said **water plant**.

Said roads and streets are subject to the right of the party of the first part of the first part and OTHERS TO MAINTAIN THEREIN PIPES AND OTHER APPARATUS FOR THE PURPOSE OF SELLING AND DISTRIBUTING WATER.

And the party of the first part does also remise, release and **FOREVER QUITCLAIM UNTO SAID ASSOCIATION**, its successors and assigns, all jetties and piers extending into water from said Reserve Beach, and also the pier on the West side of the property extending westerly from the Black Point Road to Bridge Creek and having a width of sixty (60) feet.

Beginning on the west side of Black Point Road in a line parallel to and 8 feet southerly of the north line of lot 1020 as shown on Plan No. 1, said pier runs westerly to Bridge Creek, then northerly along Bridge Creek 60 feet and again easterly to Black Point Road on a line parallel to and 12 feet northerly of a continuation of the south line of lot 1022; thence southerly along Black Point Road 60 feet to the point of the beginning.

The party of the first part reserves to itself, its successors, **assigns**, and lessees, the right to use all the above-mentioned land **for all purposes as appurtenant to the land OF THE PARTY OF THE FIRST PART IN SAID TRACT, subject to any and all rights heretofore reserved to or granted by the party of the first part** or said James Jay Smith in and to said premises or and part thereof, **including the right to maintain pipes and other apparatus for the distribution of water through the roads and streets in said tracts.**

TO HAVE AND TO HOLD the premises hereinbefore specified with all the appurtenances **UNTO THE SAID ASSOCIATION**, its successors, assigns, forever so that neither said party of the first part nor its respective successors or assigns nor any other person under it shall hereafter have any claim, **right or title in or to the premises or to any part thereof, but** therefrom are by these presents **FOREVER BARRED AND SECLUDED** except as aforesaid and hereinafter mentioned.

The **ASSOCIATION COVENANTS** and agrees for itself, its successors and assigns, that it will at its and their own expense and without cost to the party of the first part, **its successors and assigns, use, keep, and maintain said lots** No. 738, 739, and 740, known as the Tennis Courts, said tract of land known as Woodland Park and Playground, and land marked Reserve Beach, **and said roads, streets, courts, trails, avenues, drives, and lanes, jetties and piers and other property in good and passable conditions and repair and will relieve the party of the first part, its successors and assigns, of any all costs and expense with reference thereto or liability on account thereof.**

It is mutually agreed that **the Association** may adopt and enforce such reasonable and proper **RULES AND REGULATIONS OF GENERAL APPLICATION**, to all lots upon said tract with reference to the control and management of said roads, streets, courts, trails, avenues, lanes, drives, tennis courts, Woodland Park and Playground, Reserved Beaches, jetties, piers, as it may deem advisable, provided however, **that no such rule or regulations shall abridge or limit, or attempt to abridge or limit any right or rights WHICH ANY PURCHASER OF ANY LOT FROM THE PARTY OF THE FIRST PART OR ANY OTHER PERSON shall acquirir with respect to said roads, streets, court, trails, avenues, lanes, drives, tennis court, Woodland Park and Playground, Reserve Beach, piers and jetties, or shall violate or impair, which is reserved to or owned by James Jay Smith, his heirs, the party of the first part, its successors and assigns, TO ANY PURCHASER, OR ANY OTHER PERSON WITH REFERENCE THERETO.**

It is further mutually understood and agreed that James Jay Smith, his heirs, assigns and lessees, and the Shore and Lake Corporation, **its successors or assigns**, shall have full permanent and exclusive right and authority to lay, maintain, repair and renew pipes and mains, in and under any of such roads, streets, courts, trails, lanes, avenues, drives and Woodland Park and Playground, in connection with the supply of water to said property *so long as James Jay Smith, his heirs, executors, assigns, lessees, or the Shore and Lake Corporation, its successors or assigns, shall OPERATE AND MAINTAIN said water works.*

IN WITNESS, WHEREOF the parties hereto have caused theses premises to be executed and their respective corporate seals to be hereunto affixed by their officers here-unto duly authorized the day and year above written.

Signed, seal and delivered

In the present of:

The Shore and Lake Corporation

By James Jay Smith

Its President (Corporate Seal)

Henry Cave

Mabel G. Hating

Henry Cave

The Black Point Beach Club Association

Mabel G. Hating

By W. J. Wilson

Its Treasurer

State of Connecticut }

8/1/2021

No such rules or regulations of CALLED ASSOCIATION, but a Corporation as deeded below

County of Middlesex }

ss East Lyme, September 1st, 1934

Personally, appeared James Jay Smith President of the Shore and Lake Corporation, signer and sealer of the forgoing instrument, and acknowledge the same to be his free act and deed and the free act and deed of said Corporation, before me.

Francis S. Murphy

Notary Public.

Personally, appeared James Jay Smith President of the Shore and Lake Corporation, signer and sealer of the forgoing instrument, and acknowledge the same to be his free act and deed and the free act and deed of said Corporation, before me.

Francis S. Murphy

Notary Public.

East Lyme, Conn. September 1, 1934

Begin forwarded message:

From: Anita Schepker <aschepker@sbcglobal.net>
Subject: Re: Charter
Date: July 18, 2021 at 12:09:19 PM EDT
To: Cindy Trocki <cmaries70@yahoo.com>
Cc: bog@blackpointbeachclub.com

Regulation. Not by charter

Sent from my iPhone
Anita Schepker, Esq.

On Jul 18, 2021, at 8:48 AM, Cindy Trocki <cmaries70@yahoo.com> wrote:

Section 7

Nothing herein shall be construed as authorizing the board or the association to change by regulation restriction in deeds.

Sent from Yahoo Mail for iPhone

From: aschepker@sbcglobal.net,
To: cmaries70@yahoo.com,
Cc: bog@blackpointbeachclub.com,
Subject: Re: No such rules or regulations of CALLED ASSOCIATION, but a Corporation as deeded below
Date: Mon, Jul 19, 2021 9:27 am

Sent from my iPhone
Anita Schepker, Esq.

On Jul 19, 2021, at 8:59 AM, Cindy Trocki <cmaries70@yahoo.com> wrote:

Begin forwarded message:

From: Cindy Trocki <cmaries70@yahoo.com>
Subject: Deed Volume 35 Page 304-306
Date: July 19, 2021 at 8:53:07 AM EDT
To: Cindy Trocki <cmaries70@yahoo.com>

VOLUME 35

Page 304

September 1, 1934

This Agreement made the 1st day of September, 1934, by and between the **Shore and Lake Corporation**, a Connecticut corporation having its principal office in the Town of Westbrook, County of Middlesex, in said State, party of the first part, and the **Black Point Beach Club Association**, a **CORPORATION DULY CHARTERED** by the General Assembly of the State of Connecticut, and located in the Town of East Lyme, in said State, party of the second part, hereinafter call the Association.

WITNESSETH: WHEREAS James Jay Smith, of said Westbrook, was formerly the owner of two tracts of land located at Black Point Beach Club, in the Town of East Lyme, said tracts being shown on maps filed in the Office of the Town Clerk of East Lyme on April 3, 1931 and on May 27, 1931, respectively; and

WHEREAS said land was acquired by the party of the first part by deeds duly recorded in the office of the Town Clerk of East Lyme, and a majority of said lots having been sold or contracted to be sold; and

WHEREAS THE PURCHASERS OF SAID LOTS or some of than organized the **ASSOCIATION AND OBTAINED A CHARTER** from the General Assembly in 1931 which was subsequently amended in 1933, and **are now maintaining the Association** for the **GENERAL PURPOSE** of **improving or controlling to some extent the conditions in the neighborhood of and in connection with said tracts of land**; and

WHEREAS the Association is desirous that the party of the first part should **grant to the Association PERPETUAL AND PERMANENT CONTROL AND MANAGEMENT** of **all the roads, streets, courts, trails, avenues, drives and lanes in and about two tracts of land, together with the tennis courts, club house, Woodland Park, and Playground and the land marked "Reserve Beach" on the east side of said maps, together with the jetties and piers extending into the water from said beaches and also**

the pier on the west side of the property extending westerly from the Black Point Road to Bridge Creek and having a width of sixty (60) feet, all upon the terms and **CONDITIONS HEREINAFTER STATED**, and the party of the first is willing to do so upon said terms and conditions;

NOW, THEREFORE, in consideration of the premises and of one dollar by each party to the other in hand paid, and in consideration of the agreements hereinafter contained, the parties have agreed and do hereby agree as follows:

The party of the first part does hereby remise, release and forever **QUITCLAIM UNTO THE ASSOCIATION**, its successors and assigns, all the right, title and interest, claim and demand whatsoever, that the said party of the first part has or ought to have in or to lots No. 738,739, and 740, known as the "*Tennis Courts*", Lots No. 723 with the *Club house* thereon standing, a tract of land known as "*Woodland Park and Playground*", and land marked "*Reserve Beach*", as set forth and described upon a certain map entitled "**Black Point Beach Club, Property at Niantic**, Town of East Lyme, Conn, owned by Jas. Jay Smith, Jas. Jay Smith, Co., Developers, 1328 Broadway, New York and Niantic, Conn." and also known as "**Map of Plan 1**-filed with Town Clerk of East Lyme May 27, 1931", so long as said Tennis Courts, Club House Woodland Park and Playground are used for recreational purposes but not for commercial uses or purposes, and **all roads, streets, courts, trails, avenues, drives and lanes as described and set forth upon said map and upon map entitled "Plan No. 2, Black Point Beach Club, Property at Niantic, Town of East Lyme, Conn, owned by Jas. Jay Smith, Jas. Jay Smith, Jas. Jay Smith, Co., Developers, 1328 Broadway, New York and Niantic, Conn." and also known as "Map of Plan 2**-filed with Town Clerk of East Lyme April 3, 1931,"and also land described as "**Reserve Beach**" on said Plan No. 2.

Said land described as Woodland Park and Playground is subject to the right of Jas. Jay Smith, his heirs, assigns, and lessees, and also subject to the right of the party of the first part, its successors, assigns and lessees, to maintain and operate the well and water plant now in said park, and to drill further wells if necessary to increase the water supply, as well as to install and to operate properly additional pumps, motors, engines, and tanks, and to build suitable buildings over said **water plant**.

Said roads and streets are subject to the right of the party of the first part of the first part and OTHERS TO MAINTAIN THEREIN PIPES AND OTHER APPARATUS FOR THE PURPOSE OF SELLING AND DISTRIBUTING WATER.

And the party of the first part does also remise, release and **FOREVER QUITCLAIM UNTO SAID ASSOCIATION**, its successors and assigns, all jetties and piers extending into water from said Reserve Beach, and also the pier on the West side of the property extending westerly from the Black Point Road to Bridge Creek and having a width of sixty (60) feet.

Beginning on the west side of Black Point Road in a line parallel to and 8 feet southerly of the north line of lot 1020 as shown on Plan No. 1, said pier runs westerly to Bridge Creek, then northerly along Bridge Creek 60 feet and again easterly to Black Point Road on a line parallel to and 12 feet northerly of a continuation of the south line of lot 1022; thence southerly along Black Point Road 60 feet to the point of the beginning.

The party of the first part reserves to itself, its successors, assigns, and lessees, the right to use all the above-mentioned land **for all purposes as appurtenant to the land OF THE PARTY OF THE FIRST PART IN SAID TRACT, subject to any and all rights heretofore reserved to or granted by the party of the first part** or said James Jay Smith in and to said premises or and part thereof, **including the right to maintain pipes and other apparatus for the distribution of water through the roads and streets in said tracts.**

TO HAVE AND TO HOLD the premises hereinbefore specified with all the appurtenances **UNTO THE SAID ASSOCIATION**, its successors, assigns, forever so that neither said party of the first part nor its respective successors or assigns nor any other person under it shall hereafter have any claim, **right or title in or to the premises or to any part**

thereof, but therefrom are by these presents **FOREVER BARRED AND SECLUDED** except as aforesaid and hereinafter mentioned.

The **ASSOCIATION COVENANTS** and agrees for itself, its successors and assigns, that it will at its and their own expense and without cost to the party of the first part, **its successors and assigns, use, keep, and maintain said lots** No. 738, 739, and 740, known as the Tennis Courts, said tract of land known as Woodland Park and Playground, and land marked Reserve Beach, **and said roads, streets, courts, trails, avenues, drives, and lanes, jetties and piers and other property in good and passable conditions and repair** and will relieve the party of the first part, **its successors and assigns, of any all costs and expense with reference thereto or liability on account thereof.**

It is mutually agreed that **the Association** may adopt and enforce such reasonable and proper **RULES AND REGULATIONS OF GENERAL APPLICATION**, to all lots upon said tract with reference to the control and management of said roads, streets, courts, trails, avenues, lanes, drives, tennis courts, Woodland Park and Playground, Reserved Beaches, jetties, piers, as it may deem advisable, provided however, **that no such rule or regulations shall abridge or limit, or attempt to abridge or limit any right or rights WHICH ANY PURCHASER OF ANY LOT FROM THE PARTY OF THE FIRST PART OR ANY OTHER PERSON shall acquirer with respect to said roads, streets, court, trails, avenues, lanes, drives, tennis court, Woodland Park and Playground, Reserve Beach, piers and jetties, or shall violate or impair, which is reserved to or owned by James Jay Smith, his heirs, the party of the first part, its successors and assigns, TO ANY PURCHASER, OR ANY OTHER PERSON WITH REFERENCE THERETO.**

It is further mutually understood and agreed that James Jay Smith, his heirs, assigns and lessees, and the Shore and Lake Corporation, **its successors or assigns**, shall have full permanent and exclusive right and authority to lay, maintain, repair and renew pipes and mains, in and under any of such roads, streets, courts, trails, lanes, avenues, drives and Woodland Park and Playground, in connection with the supply of water to said property *so long as James Jay Smith, his heirs, executors, assigns, lessees, or the Shore and Lake Corporation, its successors or assigns, shall OPERATE AND MAINTAIN said water works.*

IN WITNESS, WHEREOF the parties hereto have caused theses premises to be executed and their respective corporate seals to be hereunto affixed by their officers here-unto duly authorized the day and year above written.

Signed, seal and delivered

In the presence of:

The Shore and Lake Corporation

By James Jay Smith

Its President (Corporate Seal)

Henry Cave

Mabel G. Hateing

Henry Cave

The Black Point Beach Club Association

Mabel G. Hateing

By W. J. Wilson

Its Treasurer

State of Connecticut }

8/1/2021

Re: No such rules or regulations of CALLED ASSOCIATION, but a Corporation as deeded below

County of Middlesex }

ss. East Lyme, September 1st, 1934

Personally, ~~appeared~~ James Jay Smith President of the Shore and Lake Corporation, signer and sealer of the forgoing instrument, and acknowledge the same to be his free act and deed and the free act and deed of said Corporation, before me.

Francis S. Murphy

Notary Public.

Personally, appeared James Jay Smith President of the Shore and Lake Corporation, signer and sealer of the forgoing instrument, and acknowledge the same to be his free act and deed and the free act and deed of said Corporation, before me.

Francis S. Murphy

Notary Public.

East Lyme, Conn. September 1, 1934

Begin forwarded message:

From: Anita Schepker <aschepker@sbcglobal.net>
Subject: Re: Charter
Date: July 18, 2021 at 12:09:19 PM EDT
To: Cindy Trocki <cmaries70@yahoo.com>
Cc: bog@blackpointbeachclub.com

Regulation. Not by charter

Sent from my iPhone
Anita Schepker, Esq.

On Jul 18, 2021, at 8:48 AM, Cindy Trocki <cmaries70@yahoo.com> wrote:

Section 7

Nothing herein shall be construed as authorizing the board or the association to change by regulation restriction in deeds.

Sent from Yahoo Mail for iPhone