

Land Records, Town of West Hartford, Connecticut
Dryad's Grove (vol. 164, pp. 342-3, 29 July 1941), and Map #271
read more about racial covenants at <http://OnTheLine.trincoll.edu>

342

Start Here →

vol 164
pg 342

This DECLARATION made this day of July, 29, 1941, by THOMAS LAWLER, INC., a Corporation organized under the Laws of the State of Connecticut, having its principal office at 291 North Main Street, West Hartford, Connecticut,

WITNESSETH:

WHEREAS, THOMAS LAWLER, INC., is the owner of certain property situated in the Town of West Hartford, County of Hartford, State of Connecticut, being bounded and described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 as delineated and so numbered on a map of Dryad's Grove, Section 1, on file with the Town Clerk of West Hartford, to which map reference is made, the said map being dated 1 of July, 1941, and

WHEREAS, said Thomas Lawler, Inc., contemplates the improvement of said premises with certain dwelling houses and contemplates conveying the said premises to individual purchasers thereof; and

WHEREAS, said Thomas Lawler, Inc., desires to place certain restrictions upon said premises which shall be binding upon all purchasers of individual lots, mortgagees, and their heirs, executors, administrators, successors and assigns,

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That said THOMAS LAWLER, INC., for the benefit of itself, its successors and assigns and in consideration of the premises and the purpose of carrying out the intention above expressed, does hereby make known, publish, declare, covenant and agree that the parcels of land hereinbefore set forth shall hereafter be subject to the following covenants and restrictions which shall hereafter be taken to be real covenants running with the land and binding upon all purchasers and owners thereof, and any owners and mortgagees of any portion of said premises, their heirs executors, administrators, successors and assigns:

FIRST: No part of the premises hereinabove described shall be used for any purposes not permitted in a zone marked "Residential" under the zoning laws of the Town of West Hartford, now in force.

SECOND: All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

THIRD: No building shall be located nearer to the front lot line or nearer to the side street line than the building setback line. ~~When the rear setback line is not shown on the map, no building shall be located closer to the rear lot line than 10 feet to any side lot line.~~ No building shall be located closer to the rear lot line than 10 feet to any side lot line.

FOURTH: No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9000 square feet nor a width of less than 65 feet at the front building setback line.

FIFTH: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

SIXTH: No persons of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race employed with an owner or tenant.

SEVENTH: No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

EIGHTH: No dwelling costing less than \$5,000 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one and one-half, two, or two and one-half story structure.

NINTH: An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

TENTH: These covenants are to run with the land and shall be binding on the undersigned and all persons claiming under it until January 1, 1967, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of lots it is agreed to change the said covenants in whole or in part.

ELEVENTH: If the undersigned, or its successors or assigns, or any of them shall violate or attempt to violate any of the covenants herein it shall be lawful for any other party, person or persons owning any real property situated in said development or sub-division to prosecute any proceedings at law or in equity against the party, person or persons violating or attempting to violate any such covenant and either to prevent it, him or them from so doing or to recover damages or other dues for such violation.

TWELFTH: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THIRTEENTH: The covenants outlined in the first nine paragraphs of this Declaration and the provisions of the tenth, eleventh and twelfth paragraphs of this Declaration shall apply to all lots on Lawler Road as far Westerly as Ingot Brock Drive when, as and if said lots shall be developed and improved.

IT IS UNDERSTOOD AND AGREED that the foregoing restrictions are intended to cover the above property only and are not to be extended to any other property of the declarant by implication or otherwise, unless by a like declaration in writing and duly recorded.

IN WITNESS WHEREOF, the party hereto has caused this instrument to be signed by its duly authorized officer and its seal to be affixed the day and year first above written.

WITNESSED BY

E. W. Broder

Joseph H. Lawler

(Corp. Seal)
THOMAS LAWLER, INC.
by Thomas Lawler

STATE OF CONNECTICUT }
HARTFORD COUNTY }

ss.

Hartford, Connecticut July 29, 1941.

Personally appeared Thomas M. Lawler, duly authorized and acknowledged the same to be his free act and deed and the free act and deed of said corporation.

Edward W. Broder
Comm. Superior Court, Hartford County Conn.

The Undersigned HARTFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation organized and existing under the Laws of the United States of America and located in the Town of Hartford, holder of a mortgage on the foregoing described parcel of land, dated April 3, 1941, Recorded Volume 158, Page 526, West Hartford Land Records, hereby consents to the imposition of the foregoing covenants and agrees that said covenants and restrictions shall take precedence over said mortgage.

Dated at Hartford, Connecticut July 29th, 1941.

(Corp. Seal)
HARTFORD FEDERAL SAVINGS AND LOAN ASSOCIATION
by James E. Bent
Sec. & Treas.

State of Connecticut }
Hartford County }

ss.

Hartford, Connecticut July 29, 1941.

Personally appeared James E. Bent duly authorized and acknowledged the same to be his free act and deed and the free act and deed of said Corporation.

(Seal)
Received 3:56 p.m. July 29, 1941.
Notary Public.

George C. Bent
Notary Public.

end
Here

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

KNOW YE, That, I, Eileen C. Buckley, of the Town of West Hartford County of Hartford, State of Connecticut for the consideration of Ten (10) Dollars and other good and valuable considerations received to my full satisfaction of Ralph E. Swarts and Georgina L. Swarts, husband and wife of the Town of West Hartford, County of Hartford, State of Connecticut do give, grant, bargain, sell and confirm unto the said Ralph E. Swarts and Georgina L. Swarts, their heirs and assigns forever

FIRST PARCEL

All that certain piece or parcel of land with the buildings thereon, situated on the easterly side of Clifton Avenue, in the Town of West Hartford, County of Hartford, State of Connecticut, and being known as Lot No. 133 on the map entitled "Revised Map of Westlawn, Property of John J. Linskey, April 1922, revised May 11, 1922, F. B. Chamberlin, Engineer" filed in the Town Clerk's Office in said West Hartford, said property being more particularly bounded and described as follows, to wit:-

NORTHERLY by Lot No. 132 on said map (land of Eileen C. Buckley) one hundred twenty-five (125) feet

EASTERLY by Lot No. 142 on said map, sixty-five (65) feet

SOUTHERLY by Lot No. 134 on said map (land now or formerly of Charles D. Shea) one hundred twenty-five (125) feet; and

WESTERLY by Clifton Avenue, sixty five (65) feet

Said property is known as, by street address, 26 Clifton Avenue, West Hartford, Connecticut.

The above property is subject to a mortgage to the Society of Savings, and the unpaid balance of Fifty-nine Hundred Fifty (\$5950) Dollars, which mortgage the Grantees herein, assume and agree to pay as part consideration for this deed.

Said property is also subject to certain building and building line restrictions appearing of record and to zoning regulations as established by the Town of West Hartford.

Being the same and all of the property deeded to the Grantor herein by Ruth Proctor Kingston by Warranty Deed dated November 12, 1931 and recorded in the West Hartford Land Records in Volume 106, Page 144.

SECOND PARCEL

All that certain piece or parcel of land, being known as Lot No. 132 on the map entitled "Revised Map of Westlawn, Property of John J. Linskey, April 1923, F. B. Chamberlin, Engineer" filed in the Town Clerk's Office in said West Hartford, said property being more particularly bounded and described as follows, to wit:-

NORTHERLY by Lot No. 131 on said map (land of Mary M. Starkey) one hundred twenty-five (125) feet

EASTERLY by Lot No. 143 on said map, sixty-five (65) feet

SOUTHERLY by Lot No. 133 on said map (property this day conveyed to Grantees) one hundred twenty-five (125) feet; and

WESTERLY by Clifton Avenue, sixty-five (65) feet

map 271

Vol. 164

Pg 342

U3H