

Land Records, Town of West Hartford, Connecticut
Unnamed Asylum Avenue Development
 (vol. 154, p. 116, 17 June 1940)
 and
 (vol. 150, p456, 20 May 1940)
 read more about racial covenants at <http://OnTheLine.trincoll.edu>

AGREEMENT

THIS AGREEMENT executed this 14th day of June, 1940 by and between THE R. G. BENT COMPANY and THE WHITMAN FALLS CORPORATION, both duly organized and existing Connecticut corporations with their principal offices in the City of Hartford in said State,

WITNESSETH:-

That Whereas THE R. G. BENT COMPANY did on the 18th day of May, 1940 make and deliver to THE WHITMAN FALLS CORPORATION a warrantee deed to a certain piece or parcel of land located on the southerly side of Asylum Avenue in the Town of West Hartford, County of Hartford and State of Connecticut, which said piece or parcel of land is more particularly bounded and described in the aforesaid warrantee deed, which is recorded at Vol. 154, Page 116 of the West Hartford Land Records, and

Whereas the said warrantee deed contained the following condition:

see v150 p456

"It is mutually agreed between the parties hereto that the grantee for itself, its successors and assigns, covenants with the grantor, its successors and assigns, that all of the above described premises shall be subject to protective covenants running with the land, outlined to meet the minimum objectives of the Federal Housing Administration for the protection of Subdivision through recorded covenants; and that such protective covenants, when approved by the parties hereto and the Federal Housing Administration and recorded in the land records of the Town of West Hartford, shall be incorporated in and become a part of this deed, and all conveyances hereafter made from the above described piece or parcel of land by the grantee herein shall be subject to such protective covenants."

Now Therefore, in consideration of the premises and of the mutual promises of the parties hereto, their successors and assigns forever, it is covenanted and agreed that the above referred to premises shall be and they are hereby made subject to the following protective covenants, which have been approved by the parties hereto and the Federal Housing Administration:

A. 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 of not less than one and one-half stories above the cellar and not to exceed two and one-half stories in height and a private garage for not more than 2 cars.

B. No building shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth; Provided, however, that if such committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required.

C. No building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 25 feet to any side street line; and there shall be a 30 foot veranda line. No building, except a garage located 50 feet or more from the front

lot line, shall be located nearer than 10 feet to any side lot line. If a private garage is erected 50 feet back of any front lot line, the same may be erected and maintained within 4 feet of the side lines of said lot.

D. 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 60 feet at the front building setback line.

E. 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 an annoyance or nuisance to the neighborhood.

F. No persons of any race other than the Caucasian 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 domiciled with an owner or tenant.

G. 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.

H. No dwelling costing less than \$5,500 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 and one-half, two, or two and one-half story structure.

No part of any of said lots so conveyed shall be used for any commercial, manufacturing or business purpose, provided, however, that this shall not prevent the erection of a private garage, attached or semi-attached, to the dwelling house to be erected on said lot, for the private, non-commercial use of the owner or tenant of the same.

No building with a flat roof shall be erected or maintained on any of said plots, provided that this shall not prevent the erection of a flat roof on the garage, attached or semi-attached to said dwelling, or the erection of a flat roof on any porch or veranda nor shall this restriction prevent the erection of a library or single bed room connected with said house, with a flat roof not over one story in height.

X. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, 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 the lots it is agreed to change the said covenants in whole or in part.

Y. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Z. 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.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Witnessed

John J. Carey
Kimberly Cheney
Shirley W. Duffy

(Corp. Seal)
THE R. G. BENT COMPANY
By R. G. Bent
Its President

(Corp. Seal)
THE WHITMAN FALLS CORPORATION
By James E. Bent
Its Treasurer
By George C. Bent
Its Vice President

STATE OF CONNECTICUT)
: ss. Hartford, June 14th, 1940 A. D.
COUNTY OF HARTFORD)

Personally appeared James E. Bent and George C. Bent and R. G. Bent, signers and sealers for the above named corporations, who acknowledged the same to be their free act and deed and themselves to be duly authorized, before me.

Kimberly Cheney
Commissioner of Superior Court for
Hartford County

Received 11:06 a.m. June 17, 1940.

PARTIAL RELEASE OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That FAIRFIELD INC. and THE SHEPARD & CHAPEL COMPANY, both corporations located in the Town and County of Hartford and State of Connecticut, FAIRFIELD INC. acting herein by C. Gilbert Shepard, its Vice President, hereunto duly authorized, and THE SHEPARD & CHAPEL COMPANY acting herein by A. G. Brainerd, its Vice President, and C. M. Hibler, its Secretary, hereunto duly authorized, do hereby release and discharge from the operation of a certain mortgage from LOUIS MAGLATHY to said Corporations dated December 7, 1939, and recorded in the Land Records of West Hartford, County of Hartford and State of Connecticut, in Volume 150 at Page 10, to which reference is had, so much of the land described in said mortgage as is more particularly described as follows, to wit:

"A certain piece or parcel of land situated on the West side of Fairlee Road in said Town of West Hartford known as Lot No. 21 as shown on map entitled "Lanman Park Section No. 3, property of Alfred L. Briggs and The Chapel Company and Charles E. Shepard, West Hartford, Connecticut, March 1929, Scale 1" = 100', Jenkinson & Martelli, C. E." which said map is on file in the Town Clerk's Office in said West Hartford."

It is not intended hereby to discharge or release the remainder of the land covered by said mortgage.

said grantee, become due and payable, without necessity for demand or notice;

3. The grantee may pay any or all taxes, insurance premiums or other expenses or items which the grantor herein agrees to pay, in case the grantor shall fail to pay same when due, and any lien or claim on said property which may be adjudged prior to and not waived in favor of this mortgage, and the same charge against and deduct from any installment of said loan to be thereafter advanced, or add same to the debt hereby secured;

4. This mortgage shall fully secure all money advanced pursuant thereto and all the aforesaid costs, charges, claims and expenses paid or incurred by the grantee, all of which shall be fully paid before this mortgage is satisfied or released; and

WHEREAS said grantor in consideration thereof has executed and delivered to the grantee this mortgage deed and his promissory note of even date herewith for said sum of \$4,000.00 a copy of which note is as follows:

"\$4,000.00

Hartford, Connecticut, May 18, 1940.

On or before six (6) months after date, for value received, I, ADOLPH BAHLER, JR., promise to pay THE CASEY CORPORATION, or order, the sum of FOUR THOUSAND and 00/100 (4,000.00) DOLLARS, with interest at five (5) per cent per annum, payable when due, together with all taxes levied on said \$4,000.00 against the holder of this note, and together with all costs, disbursements and attorney's fees incurred in any action to collect this note or to foreclose the mortgage securing the same.

ADOLPH BAHLER, JR.,"

NOW THEREFORE, if said note, together with the interest thereon, shall be paid in all respects according to its tenor, and if all agreements and provisions herein contained are fully kept and performed by said grantor, his heirs, executors, administrators, and assigns, then this deed shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of May, 1940.

Signed, sealed and delivered
in presence of:

M. A. Hamilton

Adolph Bahler, Jr. (L.S.)

Louise Rothschild

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, }

SS. HARTFORD,

May 18, 1940.

Personally appeared ADOLPH BAHLER, JR. signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed.

Before me,

Merence A. Hamilton
Notary Public.

Received 8:04 a.m. May 20, A. D. 1940.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, That THE R. G. BERT COMPANY, a duly organized and existing Connecticut corporation with its principal office in the Town and County of Hartford in said State for the consideration of a valuable sum in Dollars received to its full satisfaction of THE WHITMAN FALLS CORPORATION, a duly organized and existing Connecticut corporation with its principal office in said Town and County of Hartford in said state do give, grant, bargain, sell and confirm unto the said THE WHITMAN FALLS CORPORATION a certain piece or parcel of land located on the southerly side of Asylum Avenue in the Town of West Hartford, County of Hartford and State of Connecticut, and more particularly bounded and described as follows, to wit:

Beginning at a point in the south street line of Asylum Avenue, which point is one thousand, nine hundred and twenty (1,920) feet east of the intersection of the east street line of North Main Street and the south street line of Asylum Avenue, said distance being measured in the south street line of Asylum Avenue; thence easterly in the south street line of Asylum Avenue for a distance of six hundred seventy-seven and fifteen one-hundredths (677.15) feet more or less to a point At the northwest corner of land now or formerly of Rulnick and Kaplan; thence southerly in a line which makes an interior angle of one hundred degrees, thirty-two minutes and fifty seconds, (100°, 32', 50") with the south street line of Asylum Ave. for a distance of five hundred fifteen and fifty-two one-hundredths (515.52) feet; thence in a southwesterly direction at an interior angle of one hundred forty degrees, eighteen minutes and fifty seconds (140°, 18', 50") for a distance of three hundred sixty-two and thirty one-hundredths (362.30) feet; thence in a northwesterly direction at an interior angle of one hundred three degrees, forty-four minutes and forty seconds, (103°, 44', 40") for a distance of one hundred eighty-nine and eighty-six one-hundredths (189.86) feet; thence continuing in a northwesterly direction at an interior angle of one hundred eighty-three degrees, seventeen minutes and forty seconds, (183°, 17', 40") for a distance of seven hundred sixty-three and twenty-three one-hundredths (763.23) feet; thence northerly at an interior angle of one hundred three degrees, thirty-two minutes and twenty seconds, (103°, 32', 20") for a distance of one hundred fifty and eighty-one one-hundredths (150.81) feet to a point in the middle of the proposed street, Fox Meadow Lane, so-called; thence northerly in the center line of said proposed street, Fox Meadow Lane, so-called, a distance of three hundred thirteen and seventy-seven one-hundredths (313.77) feet, more or less, to a point one hundred fifty (150) feet south of the south street line of Asylum Avenue; thence easterly in a line which is one hundred fifty (150) feet south of and parallel to the south street line of Asylum Avenue for a distance of three hundred thirty-five (335) feet to the southeast corner of land now or formerly of Elizabeth Park Acres, Incorporated a distance of one hundred fifty (150) feet to the south street line of Asylum Avenue and the point or place of beginning.

Asylum Ave
pertaining to
House, no
map found

Asylum Ave

Trout Brook Dr

Craigmoor Rd

Fox Meadow Ln