

To all People to whom these Presents shall come—*Greeting:*

*C* ~~Knows~~ **FE. THAT GREENWAY, INCORPORATED**, a Connecticut Corporation located in the Town of Manchester, County of Hartford, and State of Connecticut, for the consideration of One Dollar and other valuable consideration received to its full satisfaction of **Julia L. Wrubel**, of the Town of Manchester, County of Hartford, State of Connecticut, Do give, grant, bargain, sell and confirm unto the said **Julia A. Wrubel**, her heirs and assigns forever, that certain lot of land situated in said Manchester, known and designated as Lot 7 (Seven) as shown on a map marked "Map of 'GREENWAY PARK' Manchester, Conn. Greenway Incorporated Owner & Developer Scale 1" - 100' Aug. 31, 1940 Hayden L. Griswold, C.E." which map is now on file in the town clerk's office in said Manchester, reference to which is hereby made for further description.

Said Lot 7 is bounded Northeasterly by Woodbridge Street, Sixty (60) feet; Southeasterly by Lot 8, as shown on said map, One Hundred Twenty (120) feet; Southwesterly by Lots 41 and 42, as shown on said map, Sixty (60) feet; and Northwesterly by Lot 6, as shown on said map, One Hundred Twenty (120) feet.

(Doct. stamp affixed to deed.)

The above described premises are conveyed subject to the following protective covenants: As part consideration for this deed the grantor and grantee covenant and agree, for themselves, their heirs, successors and assigns, as follows:

- ~~THE ABOVE DESCRIBED PREMISES ARE CONVEYED SUBJECT TO THE FOLLOWING PROTECTIVE COVENANTS:~~
- 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.
  - No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of Lawrence A. Converse, William R. Tinker, Jr., and Lawrence A. Converse, Jr., or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to property and building setback lines. In the case of the death of any member or members of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after 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. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until January 1, 1946, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.
  - No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building shall be located nearer than 8 feet to any side lot line *except* that the side line restriction shall not apply to a detached garage or other outbuilding located 75 feet or more from the front lot line.
  - No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7200 square feet nor a width of less than 60 feet at the front building setback line.
  - 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.
  - 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 domiciled with an owner or tenant.
  - 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.
  - No dwelling costing less than \$3000 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 600 square feet in the case of one-story structure nor less than 524 square feet in the case of a one and one-half, two, or two and one-half story structure.
  - An easement is reserved over the rear five feet of each lot for utility installation and maintenance.
  - The Seller, for itself, its successors and assigns, covenants with the Buyer herein heirs and assigns, that it will incorporate the within Protective Covenants, in each deed of a lot conveyed in said tract known as "Greenway Park."
  - These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until May 1, 1966, 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.
  - 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.
  - Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

~~To Have and to Hold,~~ the above granted and bargained premises, with the appurtenances thereof, unto the said grantee her heirs and assigns forever, to her and their own proper use and behoof. And also, the said grantor, does for its successors and assigns, covenant with the said grantee her heirs and assigns, that at and until the ensembling of these presents it is well seized of the premises, as a good indefeasible estate in fee simple and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as above recited.

And Furthermore, the said grantor does by these presents, bind it self and its successors and assigns forever to Warrant and Defend the above granted and bargained premises to the said grantee her heirs and assigns, against all claims and demands whatsoever. ~~GREENWAY, INCORPORATED, has caused its corporate seal to be hereto affixed and this deed~~ In Witness Whereof, to be signed and executed in its behalf by Lawrence A. Converse, its President, who is hereunto duly authorized, this 18th day of November, in the year of our Lord one thousand nine hundred forty.

Signed, Sealed and Delivered in presence of

W. S. Hyde

R. J. Gorman

GREENWAY, INCORPORATED. [L. S.]

By Lawrence A. Converse [L. S.]

President. [L. S.]

State of Connecticut, County of Hartford, ss., Manchester

November 18th, A. D. 1940.

PERSONALLY APPEARED, Lawrence A. Converse, President of said Greenway, Incorporated, signer and sealer of the foregoing instrument, and acknowledged the same to be the free act and deed before me of said Greenway, Incorporated, in whose name he has executed the same and his own free act and deed, as such President, before me.

William S. Hyde Notary Public.

Received for Record, Nov. 18, 1940, at 10 h. 45 m. A. M., and Recorded by

Samuel J. Turkington Town Clerk.

RECEIVED FOR FILING  
SEP 11 1940  
AT THE TOWN CLERK'S OFFICE  
MANCHESTER, CONN.  
S. J. Hutchinson  
TOWN CLERK

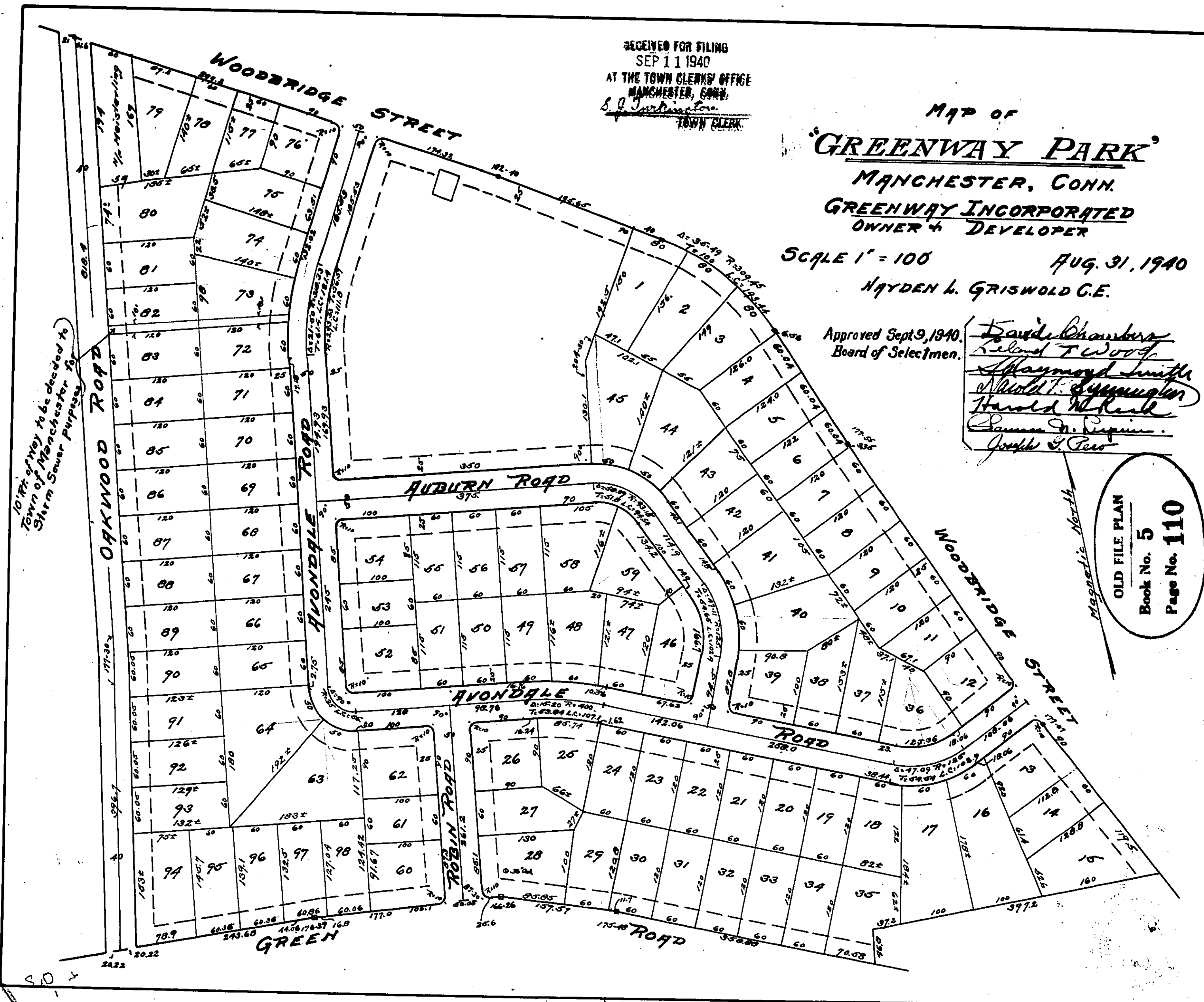
MAP OF  
**'GREENWAY PARK'**  
MANCHESTER, CONN.  
**GREENWAY INCORPORATED**  
OWNER & DEVELOPER

SCALE 1" = 100' AUG. 31, 1940  
HAYDEN L. GRISWOLD C.E.

Approved Sept 9, 1940.  
Board of Selectmen.

*David Chambers*  
*Richard T. Wood*  
*Maynard Smith*  
*Harold T. Huntington*  
*Harold M. Rank*  
*Samuel D. Bishop*  
*Joseph J. Pease*

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