

AGREEMENT made at New Haven, Connecticut, this 1st day of October, 1941, by and between Henry D. Peters, of the Town of Hamden, County of New Haven, and State of Connecticut, hereinafter referred to as the Party of the First Part, and Empire Realty Company, Incorporated, a corporation organized under the laws of the State of Connecticut, and having its principal place of business in the Town of New Haven, County of New Haven, in said State, hereinafter referred to as the Party of the Second Part;

WITNESSETH, That Whereas, said Party of the First Part is the owner of property located in the Town of Hamden, County of New Haven, and State of Connecticut, and as shown on a Map entitled "Map No. 2 of Willowdale", property of Henry D. Peters, Hamden, Connecticut, scale 1 inch equals 50 feet, February, 1941, Clayton H. Lindsey, Surveyor, which Map is on file in the Hamden Town Clerk's Office; and

WHEREAS prior to the date hereof said Party of the First Part did convey to said Party of the Second Part, Lots #8 to 18 inclusive as shown on said Map; and

WHEREAS, further and prior to the date hereof, said Party of the First Part did convey and dispose of Lots #1 to 7 inclusive as shown on said Map, to one Lindgren; and

WHEREAS, with the exception of said Lots #1 to 7 inclusive owned by said Lindgren, and not a part of this agreement, the Parties hereto are now desirous of effecting a general development scheme by which the Lots so owned by said Party of the Second Part and the remaining Lots belonging to said Party of the First Part, should be under uniform restrictive agreements;

NOW THEREFORE, said Party of the First Part and said Party of the Second Part agree that as to each of the properties so owned by them, shall be equally subject to the following restrictions as the same apply to their respective properties, to wit:

That all lots shall be known and described as residential lots; that the same shall be used solely and wholly for residential purposes; that 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; that no structures shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling, not to exceed 2-1/2 stories in height, and a private garage for not more than two cars; that 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 map. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 18 feet to any side street line. No building, except a detached garage or other out-building located 65 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line, except as to Lot #12 where the side line on the Northerly side may be 5 feet.

That no residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,500 square feet or a width of less than 53 feet at the front building setback line as shown on the recorded map, except as to Lot #46 which may have an area of 5400 square feet; that 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 the occupancy by domestic servants of a different race domiciled with an owner or tenant; that any building erected thereon shall cost not less than \$4,000., and that the ground floor area of the main structure, exclusive of one-story open porches and garages, to be not less than 650 square feet, in the case of a one story structure, and not less than 550 square feet in the case of a 1-1/2, 2 or 2-1/2 story structure;

That 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;

Until such time as a sanitary sewer system shall have been constructed to serve the subdivision, a septic tank constructed in accordance with the State Sanitary Code shall be installed for each dwelling erected on the subdivision, and no other sanitary provision or device shall be permitted to discharge into a storm sewer, stream, open ditch or drain, unless it has first passed through an approved absorption field. If and when public mains for collection of sewage are available, all dwellings erected thereafter shall be connected thereto and all dwellings erected prior to the installation of the public mains shall be connected thereto, as soon as the private sewage system of each shall fail to function properly.

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, 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 affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, On this 1st day of October, A.D. 1941, said Henry D. Peters has hereunto set his hand and seal, and said corporation, Empire Realty Company, Incorporated, acting herein by Louis Baron, its President, has caused this instrument to be executed and delivered, and its corporate seal to be hereto affixed.

Signed, sealed and  
delivered in presence  
of:

Prentice T. Chase  
Raymond J. Higgins

Henry D. Peters (SEAL)  
EMPIRE REALTY COMPANY,  
INCORPORATED,  
By Louis Baron  
Its President

(Corporate Seal)

State of Connecticut, } ss. New Haven, October 1st 1941.  
New Haven County

Personally appeared Henry D. Peters, one of the Signers and Sealers of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

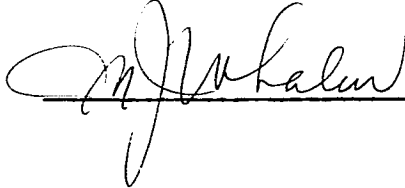
Prentice T. Chase  
Notary Public

State of Connecticut, ) ss. New Haven, October 1st 1941.  
New Haven County. )

Personally appeared Louis Baron, President as aforesaid, one of the Signers and Sealers of the foregoing instrument, and acknowledged the same to be his free act and deed, as such President, and the free act and deed of said corporation, before me.

Prentice T. Chase  
Notary Public

Received for Record Oct 4 1941 at 10h -m A.M., and recorded,



Town Clerk.

HOLC Form 652-A  
Connecticut Quit Claim Deed  
Approved 9-29-37

VB  
f  
Property Management No. Conn. A-569 PO

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

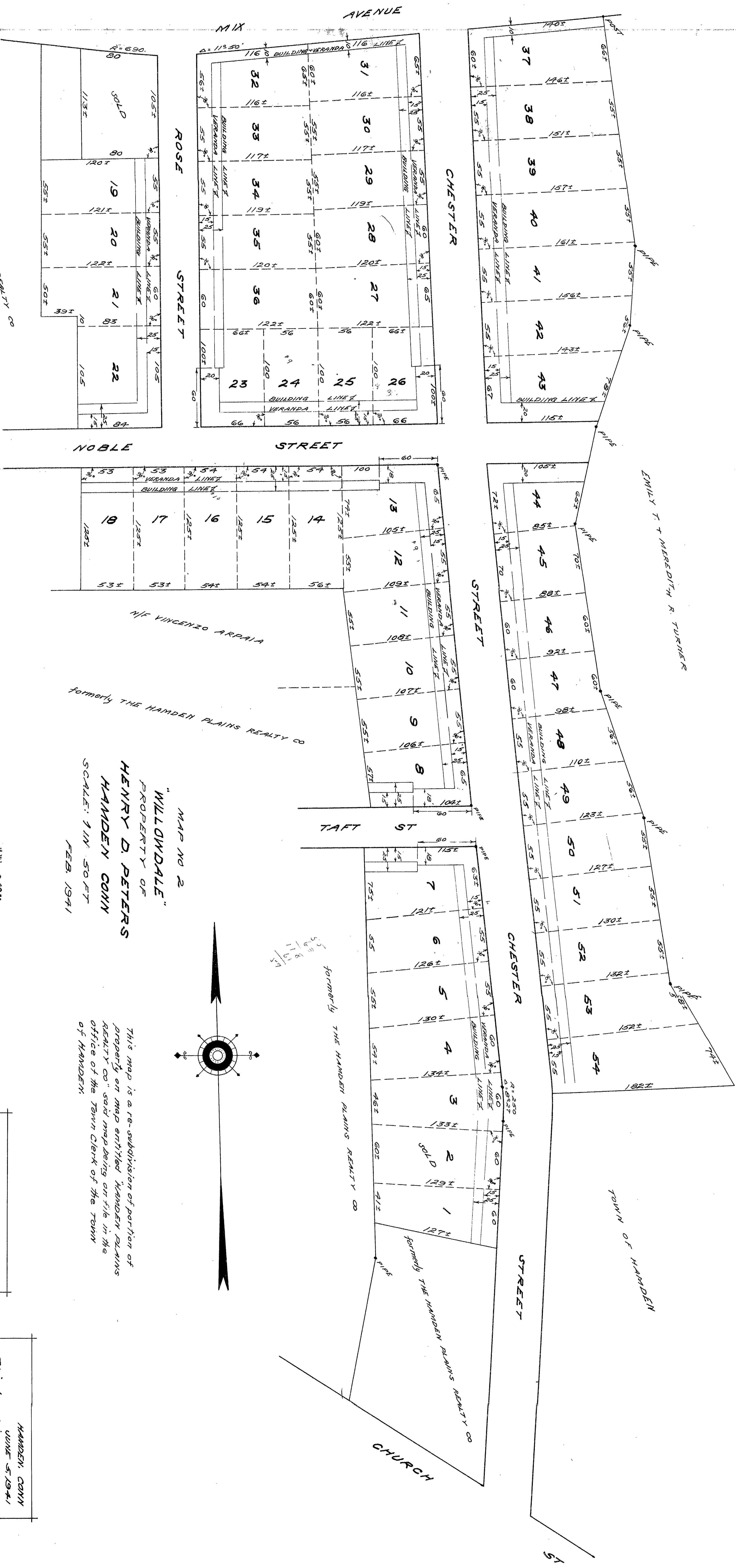
KNOW YE, THAT Home Owners' Loan Corporation, a corporate instrumentality of the United States of America, organized and existing under and by virtue of an Act of Congress of the United States of America, known as the Home Owners' Loan Act of 1933, as amended, having its principal office and place of business in the City of Washington, District of Columbia, acting herein by its ASSISTANT REGIONAL TREASURER, LEO P. GRACE, being duly authorized by resolution of the Board of Directors of said Corporation to execute the within instrument, for the consideration of One dollar and other value received to its full satisfaction of VINCENZO AMARANTE of the Town of New Haven, County of New Haven, and State of Connecticut, do remise, release and forever QUIT CLAIM unto the said VINCENZO AMARANTE, and unto his heirs and assigns forever, all the right, title, interest, claim and demand whatsoever as it, the said Grantor, has or ought to have in or to that certain piece or parcel of land, with all the improvements thereon, situated in the said Town of Hamden, County of New Haven and State of Connecticut, and bounded and described as follows: known as 65-67 Beacon Street, also known as Lot 42 on map of Florence Terrace, owned and developed by Alexander Capasso, Alexander Cahn, C. E. August 1922, scale 1 inch equals 50 feet, on file in the Hamden Town Clerk's Office and bounded:

SOUTH by Beacon Street, 40 feet;  
EAST by Garden Street, 125 feet;  
NORTH by Lot No. 21 on said map, 40 feet;  
WEST by Lot No. 41 on said map, 125 feet.

SUBJECT to certain restrictions contained in a deed from Alexander Capasso to Rocco Sasso, dated April 9, 1924, and recorded in Volume 105 on Page 331 of the Hamden Land Records and MODIFIED by deed from Alexander Capasso to Rocco Sasso dated February 15, 1926 and recorded in Volume 124 on Page 408 of said Land Records.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Grantee and unto his heirs and assigns forever, so that neither it, the Grantor, nor its successors or any other person under it or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom it is, and they are by these presents, forever barred and secluded.

EHM. IN WITNESS WHEREOF, said Home Owners' Loan Corporation by its ASSISTANT REGIONAL TREASURER, aforesaid, has hereunto set its corporate name and affixed its seal this



formerly THE HAMDEN PLAINS REALTY CO

I hereby certify that this map is substantially correct

*Raymond H. Hickey*

Received for Record JUN - 6 1941  
At 9 45 in A. M., and recorded in  
Vol. on Page of Hamden land  
Records by *W. H. Hickey* Town Clerk

MAP NO 2  
"WILLOWDALE"  
PROPERTY OF  
HENRY D. PETERS  
HAMDEN CONN  
SCALE: 1 IN = 50 FT  
FEB. 1941

This map is a re-subdivision of portion of property on map entitled "HAMDEN PLAINS REALTY CO." said map being on file in the office of the Town Clerk of the Town of Hamden.

APPROVED & ADOPTED BY  
TOWN PLAN COMMISSION  
DATE APRIL 28 1941  
*W. H. Hickey*  
Chairman

HAMDEN, CONN  
JUNE 5 1941  
This layout is approved and may be placed on file in the  
TOWN CLERK'S OFFICE  
*W. H. Hickey*  
TOWN CLERK  
SEAL OF THE TOWN OF HAMDEN