

AGREEMENT made at New Haven, Connecticut, this 1st day of November, 1940, by and between SYLVESTER COPPOLA, of the Town of New Haven, in the County of New Haven and State of Connecticut, hereinafter referred to as the Party of the First Part, and THE FUSCO-AMATRUDA COMPANY, a corporation organized under and pursuant to the laws of the State of Connecticut, and located in the Town of New Haven, in said County and State, hereinafter referred to as the Party of the Second Part, WITNESSETH:

THAT WHEREAS said Party of the First Part has this day purchased from said Party of the Second Part, the premises located in the Town of Hamden, in said County and State, known as lot #13 on a map entitled "Rosedale, Hamden, Conn., Developed by Fusco Amatruda Co. New Haven, Conn., Scale 1 inch equals 50 feet, July 1, 1940", Frederick C. Hahn, Surveyor, on file in the Hamden Town Clerk's Office; and

WHEREAS said Party of the Second Part is the owner of all other lots as shown on said map; and

WHEREAS the parties hereto are now desirous of effecting a general development scheme by which said lot #13 and the remaining lots belonging to said Party of the Second Part should be under uniform restrictive covenants.

NOW THEREFORE said Party of the First Part hereby agrees that the premises so sold to him, to wit: lot #13, and said Party of the Second Part hereby agrees that the premises still owned by it and as shown upon said map, shall be equally subject to the following restrictions as the same apply to their respective properties, to wit:

All of said lots shall be known and described as residential lots; that no structures shall be erected, altered, placed or permitted to remain on any of said lots, other than a one family detached dwelling, not to exceed 2-1/2 stories in height, and a private garage for not more than two cars; 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 residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet, nor a width of less than 50 feet at the front building set-back line; that no building shall be located nearer to the front lot line, nor nearer to a side street line, than the building set-back lines shown on the said map, and further, no building shall be located nearer than 7-1/2 feet to any side lot line, except that this side line restriction shall not apply to a detached garage located 60 feet or more from the front lot line; 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 occupancy by domestic servants of a different race, domiciled with an owner or tenant; that no dwelling costing less than \$3600. shall be permitted on any lot and that the ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 625 square feet in the case of a one story structure, nor less than 525 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 out

building 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.

That no building shall be erected, altered, placed or permitted to remain on any building plot, until the external design and location thereof have been approved in writing by The Fusco-Amatruda Company, provided, however, if said The Fusco-Amatruda Company shall fail to approve or disapprove such design or location within 30 days after such plans have been submitted, then such approval will not be required; and further, the completion of construction or placement of a structure for 30 days, shall be construed as prima facie evidence of approval; provided, further, that should said The Fusco-Amatruda Company dissolve or no longer continue its corporate existence, then and in that event a neighborhood committee, which shall be appointed or elected by the owner or owners of a majority of the plots which are subject to the covenants herein set forth, shall be the one to approve in writing such plans;

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

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;

If the parties hereto, or any of them, or their successors, 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 November, 1940, said Sylvester Coppola, has hereunto set his hand and seal, and said corporation, The Fusco-Amatruda Company, has caused this instrument to be executed and delivered, and its corporate seal to be hereto affixed in its behalf by Thos. Amatruda, its President, who is duly authorized and empowered.

Signed, sealed and delivered
in presence of:

Wallace L. Lewis
Prentice T. Chase

Sylvester Coppola (SEAL)

THE FUSCO-AMATRUDA COMPANY

By Thos. Amatruda
Its President (Corporate Seal)

STATE OF CONNECTICUT)
) ss. New Haven, November 1, 1940.
COUNTY OF NEW HAVEN)

Personally appeared Sylvester Coppola, one of the signers and sealers of the foregoing instrument and acknowledged the same to be his free act and deed, before

me,

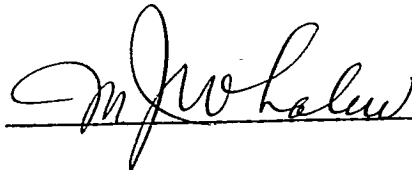
Prentice T. Chase
Notary Public.STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

ss. New Haven, November 1, 1940.

Personally appeared Thos. Amatruda, 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 The Fusco-Amatruda Company, before me,

Prentice T. Chase
Notary Public.

Received for Record Nov 4 1940 at 9h 22m A.M. and recorded,



Town Clerk

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That, I, Carrie T. Burgess, widow, of the Town of Milford, in the County of New Haven and State of Connecticut do hereby release and discharge a certain mortgage, from Fiore Cubbellotti and Maria Cubbellotti, husband and wife, to Gustavus Twiss and Julius Twiss dated May 20th, 1920 and recorded in the Land Records of the Town of Hamden in the County of New Haven and State of Connecticut, in Volume 83 on page 240.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of October A.D. 1940

Signed, sealed and delivered)
in presence of)
Alveta T. Evarts
Eleahor M. Herpich

Carrie T. Burgess (L.S.)

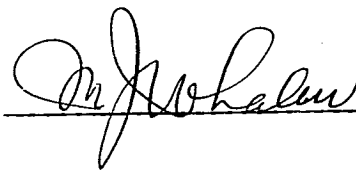
STATE OF Connecticut)
County of New Haven)

ss. New Haven, October 25th, 1940

Personally appeared Carrie T. Burgess signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed before me.

Alveta T. Evarts
Notary Public.

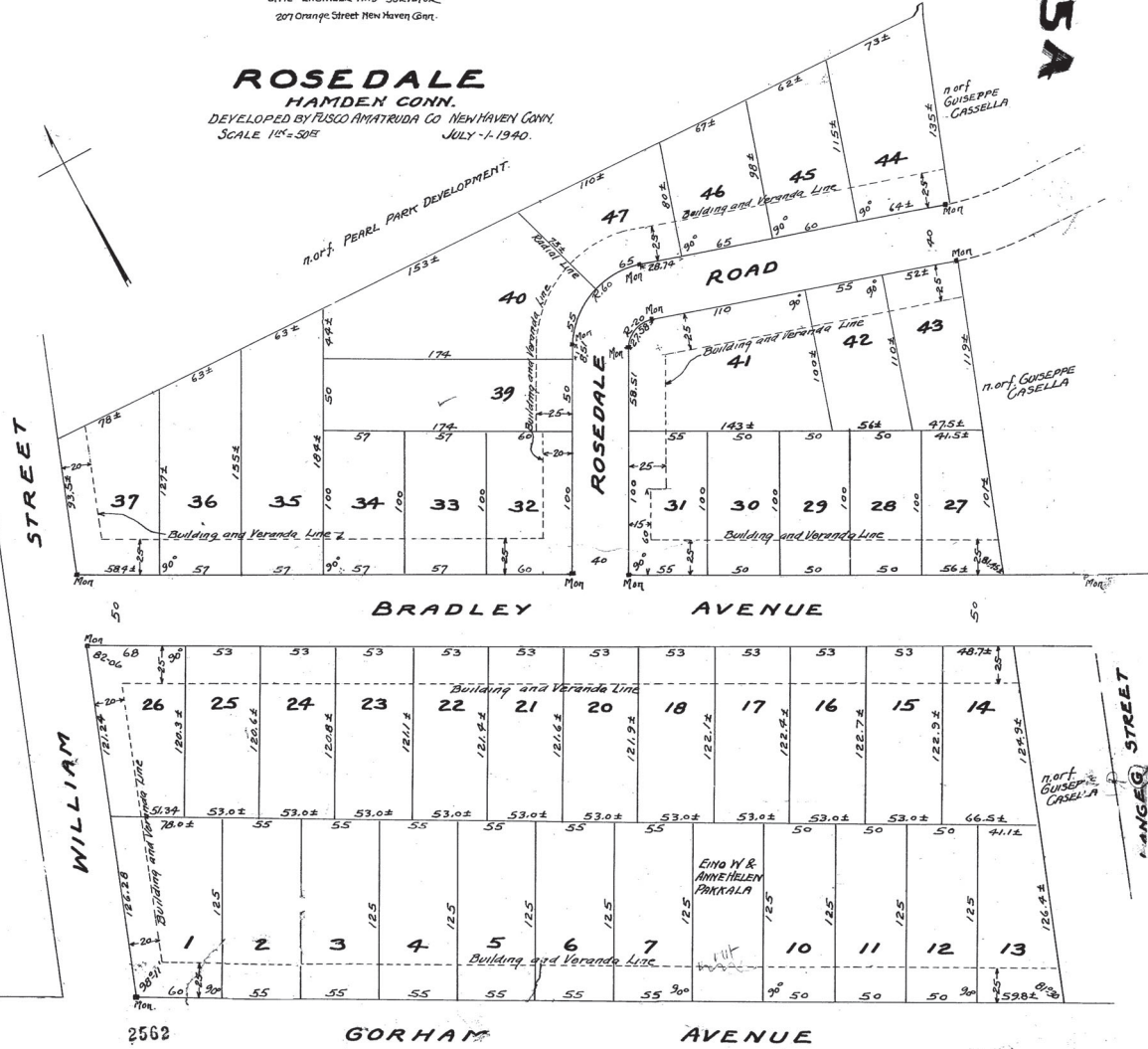
Received for Record Nov 4 1940 at 11h 32m A.M. and recorded,



Town Clerk

FREDERICK C. HAHN
CIVIL ENGINEER AND SURVEYOR
207 Orange Street New Haven Conn.

ROSEDALE
HAMDEN CONN.
DEVELOPED BY FUSCO AMATRUDA CO. NEW HAVEN CONN.
SCALE 1" = 50' JULY - 1-1940.



This plan is approved and may be placed on file in Town Clerk's Office

Patricia H. Hahn
Myrdam H. Hahn
George H. Hahn

Selectmen of Hamden

Date: July 25, 1940

APPROVED AND ADOPTED BY
TOWN PLAN COMMISSION

DATE July 23, 1940

Benjamin J. Hahn
CHAIRMAN

Received and filed JUL 25 1940
at 12:15 P.M. in the Town Clerk's Office

I hereby certify that this map is substantially correct
Frederick C. Hahn
Surveyor