

Learn more about race restrictive covenants at OnTheLine.trincoll.edu

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Thomas A. Laydon, of the Town of North Haven, County of New Haven, and State of Connecticut, the owner of a tract of land situated in the Town of Hamden, in said County and State, which tract of land is subdivided into building plots, as is shown upon a Map entitled "Map of Northside, Hamden, Conn., Property of Thomas A. Laydon, July, 1941, scale 1 inch equals 50 feet, Charles H. Miller, Registered Engineer" on file in the Hamden Town Clerk's Office; reference thereto being had, do hereby declare and make known that said premises aforesaid are to be sold subject to the following covenants, reservations and restrictions, which are imposed thereon for the benefit of all plots shown on said Map, and for the mutual benefit of all purchasers of any of said lots:

That all lots in the tract 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 two 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 set back lines shown on the recorded map. In any event, no building shall be located on any residential building plot nearer than twenty-five feet to the front lot line, nor nearer than twenty-five feet to any side street line; except that on all building plots abutting on Hartford Turnpike, no building shall be located nearer than thirty-five feet to the front lot line. No building, except a detached garage or other outbuilding located seventy feet or more from the front lot line, shall be located nearer than ten feet to any side lot line;

That no residential structure shall be erected or placed on any building plot, which plot has an area of less than ten thousand square feet, nor shall any plot have a width of less than seventy-five feet at the front building setback line as shown on the recorded map; 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 Four thousand dollars, and that the ground floor area of the main structure, exclusive of one-story open porches and garages, to be not less than six hundred and fifty square feet, in the case of a one story structure, and not less than five hundred and forty square feet in the case of a one and one-half or two story structure;

That no fence shall be erected other than a picket or other open type and not over four feet in height, and no fence, when erected, shall extend beyond the established building line;

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;

That no building shall be erected or permitted to remain on any building plot until the external design and location thereof have been approved in writing by either Thomas A. Laydon, of the Town of North Haven, Connecticut, or The William T. Beazley Company, of New Haven, Connecticut; provided, however, if said Thomas A. Laydon or The William T. Beazley Company shall fail to approve or disapprove such design or location within thirty 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 thirty days shall be construed as prima-facie evidence of approval; provided, however, that should said Thomas A. Laydon die or become legally incapacitated, and said The William T. Beazley Company no longer continuing its corporate existence, then and in that event a neighborhood committee 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, shall be the one to approve in writing said plans;

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

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, 1970, 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.

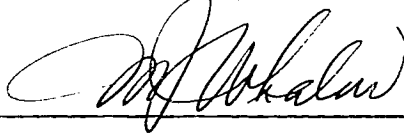
IN WITNESS WHEREOF I have hereunto set my hand and seal at New Haven, Connecticut, this 11th day of December, 1945.

Signed, sealed and
delivered in presence
of:

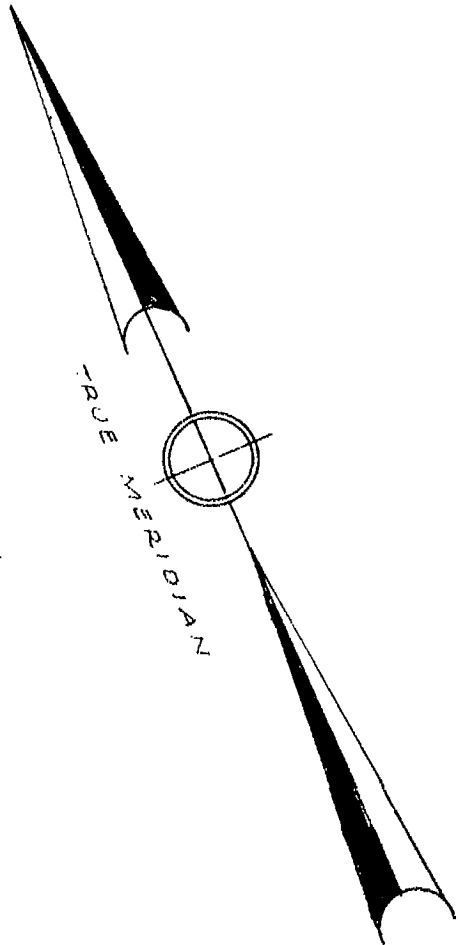
Wallace L. Lewis
Prentice T. Chase

Thomas A. Laydon (SEAL)

Received for Record Dec 15 1945
at 9h 02m A.M., and recorded,


Town Clerk.

23.



HARTFORD TURNPIKE

OLD FARM ROAD

FENNSBROOK ROAD

I hereby certify that this map is substantially correct.

Chas. H. Miller
Registered Engineer

CHAS. H. MILLER
REGISTERED ENGINEER
EAST HAVEN, CONN.

NOTE: BUILDING AND VERANDA LINES ARE CONVENTIONAL

MAP OF NORTH SIDE HAMDEN CONN

PROPERTY OF
THOMAS A. LAYDON

JULY 1941

SCALE=1IN.=50 FT

DEC-7-1945

REGISTERED MAP
FILED IN
TOWN PLANS

This map is approved as to layout only and is not an acceptance by the Town of the Streets shown here on as public streets.
Approved by *Edward C. Anderson*

BOARD OF SELECTMEN
Wm. J. L. ...
TOWN PLAN COMMISSIONER
JULY 1941

TRUE
MERIDIAN

