

Land Records, Town of Hamden, Connecticut

VOL. 214

(vol 214, pp. 453-55, 20 June 1942, and map 289A)

453

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

State of Connecticut)

County of New Haven)

SS

New Haven,

June 19th 1942.

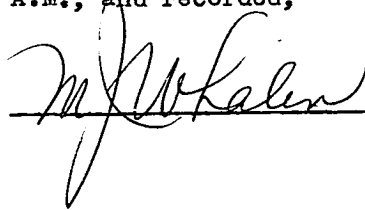
Personally appeared W. P. Curtiss, as aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such President and the free act and deed of said corporation, as such Executor, before me,

\$3.85
I.R.S.

(Notary Seal)

Hazel G. Woodcock
NOTARY PUBLIC

Received for Record Jun 23 1942 at 9h 02m A.M., and recorded,



Town Clerk.

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

KNOW YE, THAT, I, Veggo F. Larsen, of the Town of North Haven, in the County of New Haven, and State of Connecticut, for the consideration of One dollar and other valuable considerations, but less than \$100., received to my full satisfaction of The Veggo F. Larsen Company, a corporation organized under and pursuant to the laws of the State of Connecticut, and located in the Town of Hamden, in the County of New Haven, and State of Connecticut, do remise, release and forever QUIT CLAIM unto the said The Veggo F. Larsen Company, and unto its successors and assigns forever, all the right, title, interest, claim and demand whatsoever as I, the said releasor, have or ought to have in or to all that certain piece or parcel of land, with all the improvements thereon, situated in the Town of Hamden, in the County of New Haven, and State of Connecticut, and bounded:

SOUTH by Gilbert Avenue, 315 feet, more or less;
EAST by Circular Avenue, 784 feet, more or less;
NORTH by the southerly line proposed, State Highway to be known as "Wilbur Cross Highway", 385 feet, more or less;
WEST by land formerly of J. Burton Gilbert, later of Gilbert Homes, Incorporated, 623 feet, more or less;

The aforesaid premises are shown on a Map entitled, "Map #2, Circular Avenue Tract, Veggo Larsen, Hamden, Conn.," surveyed by Charles A. Cahn, Civil Engineer and Surveyor, New Haven, Conn., Scale 1 inch equals 50 feet, May, 1942, on file in the Hamden Town Clerk's Office.

Said premises are conveyed subject to the following restrictions, covenants and reservations: That 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 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 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 5200 square feet, nor a width of less than 55 feet at the front building setback line; that no building shall be

located nearer to the front lot line, nor 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 20 feet to any side street line. No building, except a detached garage or other outbuilding 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 #1 where no building shall be located nearer than 7 feet to any side 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 \$3500. 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 750 square feet in the case of a one story structure, nor less than 500 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.

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.

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, 1968, 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.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasee, and unto its successors and assigns forever, so that neither I, the Releasor, nor my heirs, nor any other person under me or them shall hereafter have

any claim, right or title in or to the premises, or any part thereof; but therefrom I am and they are by these presents forever barred and secluded.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of June, A.D. 1942.

Signed, sealed and delivered
in presence of:

Veggo F. Larsen (SEAL)

Prentice T. Chase
Louise C. Borgnine

STATE OF CONNECTICUT,)
) SS. New Haven, June 20, 1942.
NEW HAVEN COUNTY,)

Personally appeared Veggo F. Larsen, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me,

Prentice T. Chase
NOTARY PUBLIC.

Received for Record Jun 23 1942 at 9h 10m A.M., and recorded,

M. J. Olsen Town Clerk.

KNOW ALL MEN BY THESE PRESENTS:

That, The Lomas & Nettleton Company, a corporation duly organized under, and pursuant to the laws of the State of Connecticut, and located and doing business in the Town of New Haven, in the County of New Haven, and the State of Connecticut, does hereby release and discharge a certain mortgage from Albert G. Swanson to said corporation, The Lomas & Nettleton Company, dated January 30th 1942 and recorded in the Records of the Town of Hamden in the County of New Haven and State of Connecticut, in Volume 213 on page 232

IN WITNESS WHEREOF, on this 22nd day of June A.D. 1942 said corporation, The Lomas & Nettleton Company, has caused this deed to be executed and delivered and its corporate seal to be hereto affixed in its behalf by Kenneth E. Nettleton its President and Agent, who is duly authorized and empowered.

Signed, sealed and delivered)
in presence of)

THE LOMAS & NETTLETON COMPANY,

by Kenneth E. Nettleton
Its President and Agent.

Ann Galligan
Nelson E. Knapp.

(Corporate Seal)

STATE OF CONNECTICUT)
) ss. New Haven, June 22nd 1942.
COUNTY OF NEW HAVEN)

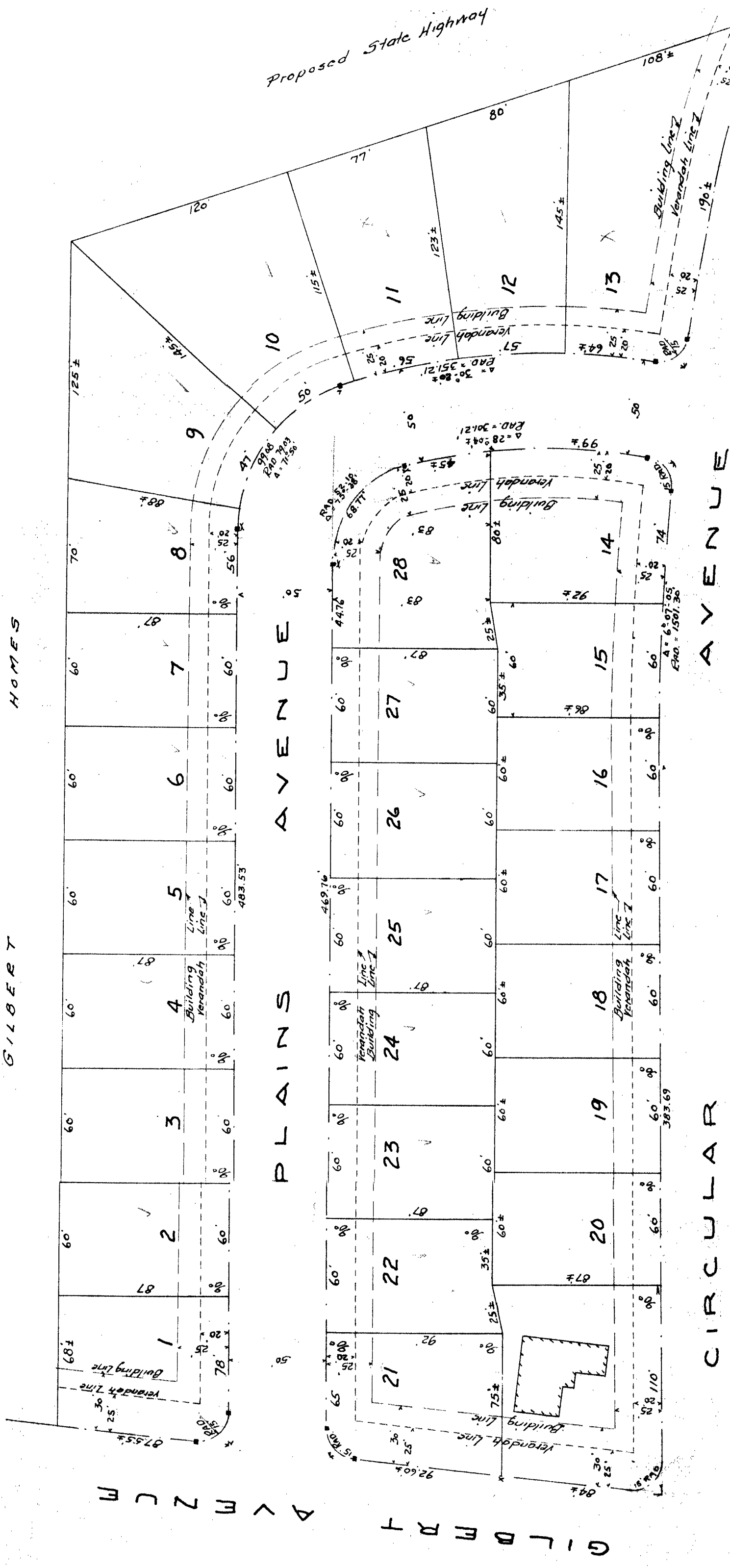
Personally appeared Kenneth E. Nettleton, President and Agent as aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such President and Agent, and the free act and deed of said corporation, The Lomas & Nettleton Company, before me,

(Notary Seal) Nelson E. Knapp
Notary Public.

Received for Record Jun 23 1942 at 9h 20m A.M., and recorded,

M. J. Olsen Town Clerk.

4682 1489



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

BOARD OF SELECTMEN
Barnett J. Williams
TOWN PLAN COMMISSION
Walter S. Key, Health Officer
BOARD OF HEALTH

May 24-1942

2-55-72 M., and recorded to

M. J. Williams
Town Clerk

MAP #2
CIRCULAR AVENUE TRACT
VEGGO LARSEN
HAMDEN, CONN.

I hereby certify that this map is substantially correct.

Charles A. Cahn
Civil Engineer

SURVEYED BY CHARLES A. CAHN CIVIL ENGINEER & SURVEYOR
OFFICE OF ALEXANDER CAHN
NEW HAVEN, CONN.
MAY 1942
SCALE 1" = 50'