

Land Records, Town of Hamden, Connecticut

VOL. 202

Village Farms development (vol 202, pp. 498-500, 12 April 1940)

learn more about racial covenants at <https://OnTheLine.trincoll.edu>

No. 6309

STATE OF MINNESOTA,)
COUNTY OF HENNEPIN) ss.

(COURT SEAL)

I, Geo. H. Hemperley, Clerk of the District Court for the County of Hennepin, Fourth Judicial District of the State of Minnesota, the same being a court of record and having a seal, do hereby certify that Samuel P. Mansfield whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, was, at the time of taking such proof or acknowledgment a Notary Public, in and for said County, residing in said county, and duly authorized by the laws of said state to take and certify acknowledgments

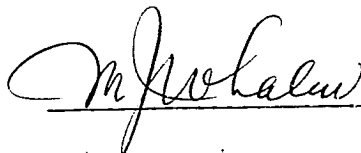
or proofs of deeds of lands in said state, that I am well acquainted with the handwriting of the said Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said District Court, at the City of Minneapolis, in said County, this 8th day of April, A.D. 1940

Geo. H. Hemperley, Clerk.

According to Minnesota State law, no record or impression of Notary Public Seal is required to be filed in this office.

Received for Record Apr 13 1940 at 9h 14m A.M. and recorded,



Town Clerk

KNOW ALL MEN BY THESE PRESENTS:

THAT Y. H. & V. F. Larsen, Incorporated, the owners of the tract of land situated in the Town of Hamden, in the County of New Haven, and State of Connecticut, and situated on the Southwest corner of Circular Avenue and Gilbert Avenue, which tract of land is to be subdivided into building plots, as is shown upon a Map entitled "Map of Village Farms, owned and developed by Y. H. & V. F. Larsen, Inc., Hamden, Conn., scale 1 inch equals 50 feet, April, 1940", Clayton H. Lindsey, Surveyor, which Map is 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 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 $2\frac{1}{2}$ 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 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 out-building located 75 feet or more from the front lot line; that no residential structure shall be erected or placed on any building plot which plot has an area of less than 6,000 square

feet, nor a width of less than 60 feet at the front building setback 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 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 \$3,000., and that the ground floor area of the main structure, exclusive of one-story open porches and garages, to be not less than 600 square feet, in the case of a one-story structure, nor less than 500 square feet, in the case of a $1\frac{1}{2}$, 2 or $2\frac{1}{2}$ story structure;

That no trailer, basement, tent, shack, garage, barn or other out-building 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 Y. H. & V. F. Larsen, Incorporated, provided, however, if said Corporation shall fail to approve or disapprove such design or location within 30 days after such plans have been submitted to it, 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; and provided further that should said Y. H. & V. F. Larsen, Incorporated, 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 lots which are subject to the covenants herein set forth, shall be the one to approve in writing said plan;

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 then existing system no longer functions.

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 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 said corporation has caused this instrument to be executed, and its corporate seal hereto affixed in its behalf, by V. F. Larsen, its Secretary, who is duly authorized and empowered, this 12th day of April, 1940.

Y. H. & V. F. LARSEN, INCORPORATED,

By V. F. Larsen
Its Secretary (Corporate Seal)

Received for Record Apr 13 1940 at 9h 16m A.M. and recorded,

M. J. Whelan Town Clerk

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

KNOW YE THAT Y. H. & V. F. Larsen, Incorporated, a corporation organized under and pursuant to the laws of the State of Connecticut, located in the Town of Hamden, in the County of New Haven, and State of Connecticut, For the consideration of Forty-four Hundred and Seventy Dollars, received to its full satisfaction of Alfred E. Hayward, of the Town of Cheshire, in the County of New Haven, and State of Connecticut, doth give, grant, bargain, sell and confirm unto the said Alfred E. Hayward, and unto his heirs and assigns forever, all that certain piece or parcel of land, with all the improvements thereon, situated in the Town of Hamden, in said County and State, known as lots #42 to 45 both inclusive, and lots #48 to 58 both inclusive, on a Map of Village Farms, owned and developed by Y. H. & V. F. Larsen, Incorporated, Hamden, Conn., scale 1 inch equals 50 feet, April, 1940, on file in the Hamden Town Clerk's Office, said lots being bounded:

NORTH by Gilbert Avenue, 423 feet, more or less;
NORTHEAST by the intersection of Gilbert Avenue and Circular Avenue, by a curved line, 30 feet, more or less;
EAST by Circular Avenue, 319 feet, more or less;
SOUTHEAST by the intersection of Circular Avenue and Piper Road, by a curved line, 35 feet, more or less;
SOUTH by Piper Road, 80 feet, more or less;
WEST by lots #47 and 46 on said map, 246 feet, more or less;
SOUTHEAST again by lot #46 on said map, 172 feet, more or less;
SOUTHWEST and
SOUTH again by Hayward Road, 230 feet;
WEST again by lots #41 and 59 on sd. map, 240 feet, more or less.

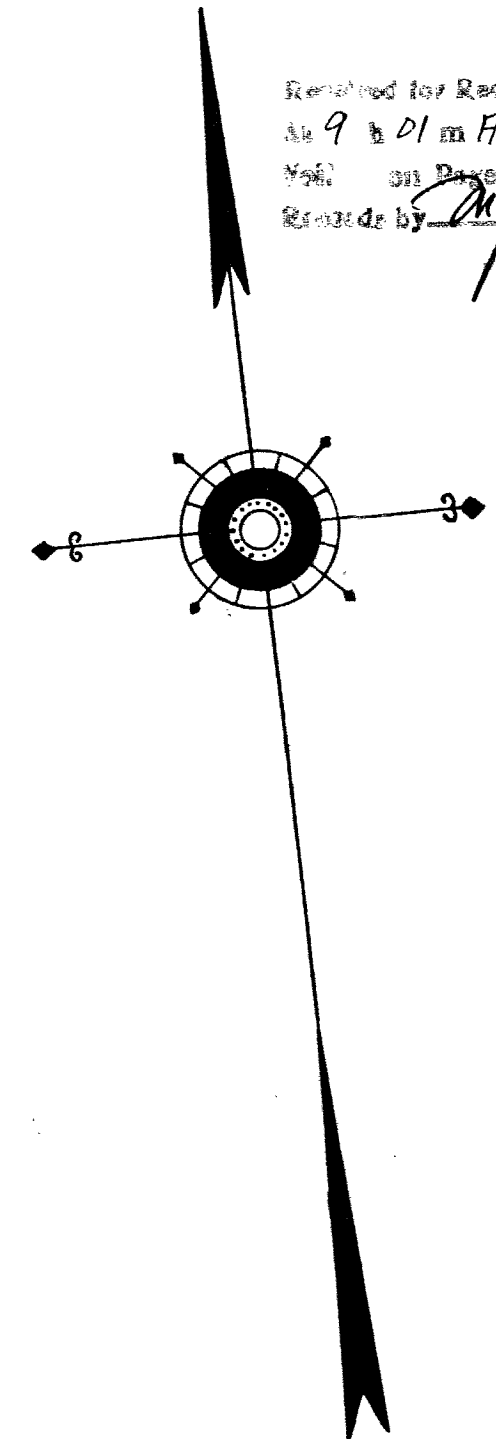
It is hereby agreed by said grantee, his heirs and assigns, as part of the consideration of this deed, that he shall upon demand of said grantor, its successors and assigns, release from this mortgage such lots as the grantor, its successors and assigns, shall request upon the payment to him of \$410. for each lot so released;

Said premises are conveyed subject to certain restrictions which are imposed thereon for the benefit of the above property and other property included within the Map aforesaid, such restrictions being fully set forth in an instrument dated April 12th, 1940, and executed by Y. H. & V. F. Larsen, Incorporated, and to be

See Vol. 208 Pg. 253.

MAP OF
"VILLAGE FARMS"
OWNED AND DEVELOPED
BY
Y. H. & V. F. LARSEN, INC
HAMDEN CONN
SCALE: 1" = 50 FT
APRIL 1940

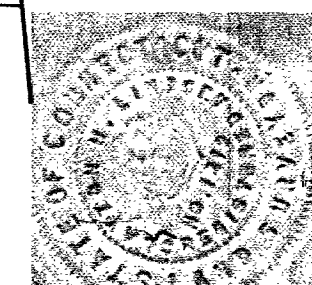
APR 13 1940
Reviewed for Record
At 9 o'clock P.M., and recorded in
No. 101 of the
Records by *M. J. O'Neil*
Town Clerk



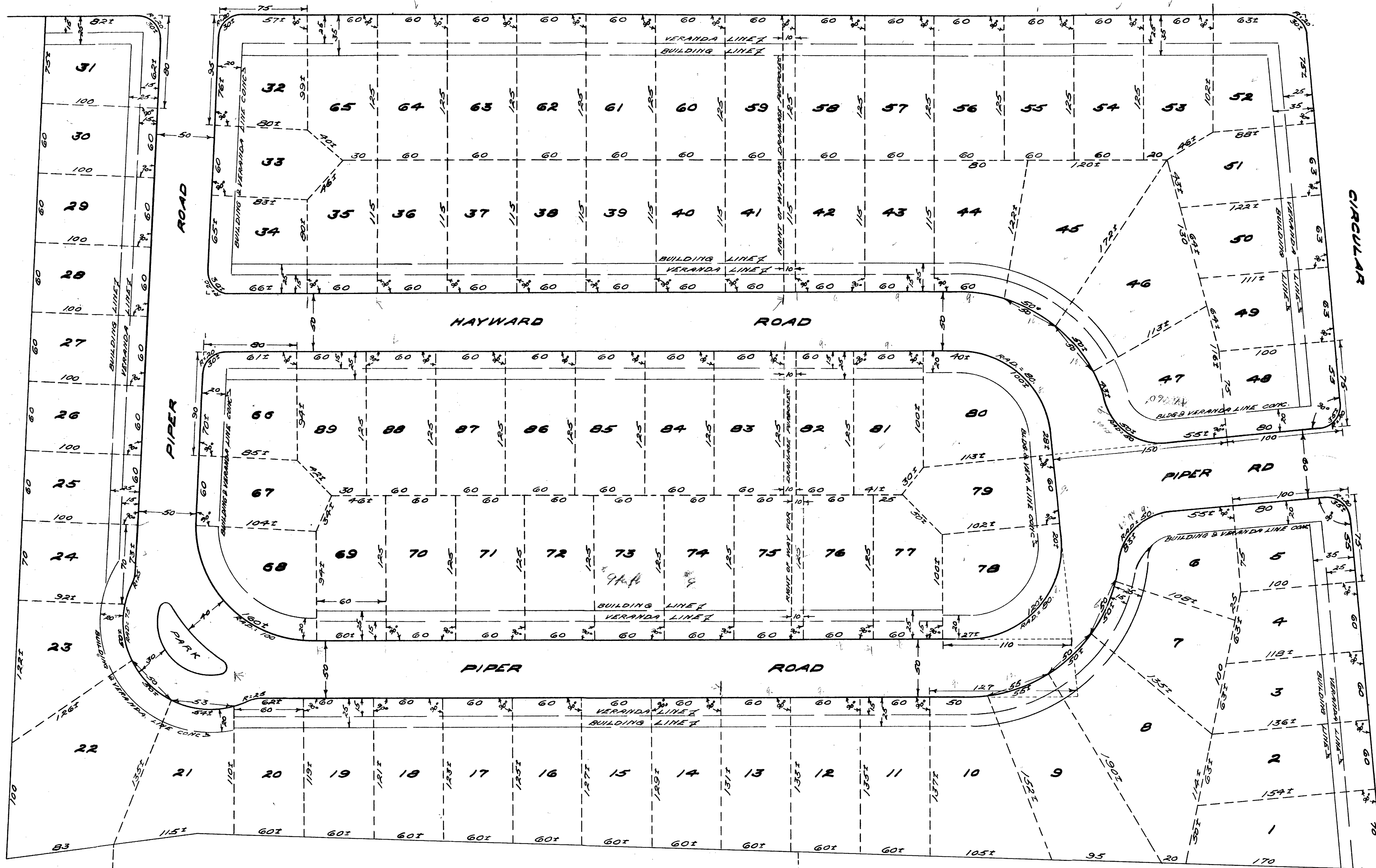
I hereby certify that this map
is substantially correct.
Clayton H. Lindsey

HAMDEN, CONN
MARCH 21, 1940
This layout is approved and
may be placed on file in the
TOWN CLERK'S OFFICE
William H. Bishop
George C. Smith
SELECTMEN OF HAMDEN

APPROVED & ADOPTED BY
TOWN PLAN COMMISSION
DATE: March 20 1940
Bennett J. Dickerson
CHAIRMAN



SURVEYED BY CLAYTON H. LINDSEY, SURVEYOR, REG. NO. 1219



N/F PAUL RUSSO

N/F WARREN THOMAS

N/F WARREN THOMAS