

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

Personally appeared Bessie H. Fiddle and Peter Brooke signers and sealers of the foregoing instrument, and severally acknowledged the same to be their free act and deed, before me.
Received Sept. 25-1939 at 5-10 P.M.
Edward L. Rogin

Thomas A. Francis, Town Clerk

Commissioner of the Superior Court in the State of Connecticut

Warranty Deed: Alfred C. Hanbury to Charles M. Parcomb and Mertille L. Parcomb

To All People To Whom These Presents Shall Come, Greeting:

Know Ye, That I, Alfred C. Hanbury, of the town of Newington, County of Hartford, and state of Connecticut, for the consideration of one or more dollars received to my full satisfaction of Charles M. Parcomb and Mertille L. Parcomb, of the town of Newington, County of Hartford, State of Connecticut, do give, grant, bargain, sell and confirm unto the said Charles M. Parcomb and Mertille L. Parcomb all that certain piece or parcel of land, situated in the town of Newington, County of Hartford, State of Connecticut, as follows: Lot No. 3 on map of Center Village showing Lots 1, 2, 3, 4, 5, property of Alfred C. Hanbury, July 1939 C. C. Fresen, D. S., approved by town Plan Com. July 5, 1939, being more fully bounded and described as follows:

Beginning at an iron pin on the south line of Welles Road which pin is at a point one hundred ninety (190) feet west of the westerly line of Main Street; thence southerly in a straight line along other land of the grantor and now or formerly of Katherine Post, partly by each, one hundred fifty-one (151) feet to land of C. Stanley Weller and Grace W. Beadle; thence westerly along said land of C. Stanley Weller and Grace W. Beadle one hundred (100) feet to an iron pin; thence northerly along other land of the grantor one hundred sixty-one and seven-tenths (161.7) feet to an iron pin in the south line of Welles Road; thence easterly along south line of Welles Road sixty (60) feet to point of beginning.

Said property is subject to the restrictions as of record appear and the following restrictions:

(a) All lots in said tract shall be known and described as residential lots, and no structure shall be erected on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage; nor shall any trailer, badment, tent, shack, garage, barn or other out-building erected in the tract be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(b) No building shall be erected on any residential building plot nearer than twenty-five (25) feet to nor further than seventy-five (75) feet from the front lot line, nor nearer than five (5) feet to any side lot line on either side, but the minimum sum of both side lot lines shall be not less than fifteen (15) feet. The side line restriction shall not apply to a garage located on the rear or quarter of the lot except that on corner lots no structure shall be permitted nearer than twenty-five (25) feet to the side line.

(c) No residential lot shall be subdivided into building plots having less than 7800 square feet of area or a width of less than 60 feet each at the building line, nor shall any building be erected on any residential building plot having an area of less than 7800 square feet or a width of less than 60 feet at the building line.

(d) No noxious or offensive trade 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.

(e) No persons of any race except the white race shall use or occupy any buildings on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race employed by an owner or tenant.

(f) No building shall be erected, altered, placed or permitted to remain on any building plot in this sub-division until the external design and location thereof have been approved in writing by the said Alfred C. Hanbury, hereinafter designated as the Committee, his heirs or other person designated by the said Alfred C. Hanbury to act in the capacity of a committee. However, in the event that said Committee fails to approve or disapprove such design or location within thirty (30) days after such plans have been submitted to it, then such approval will not be required. The completion of construction, alteration or placement of a structure for thirty days shall be construed as prima facie evidence of the Committee's approval. In any case, either with or without the approval of the Committee, no dwelling costing less than \$4500 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 325 square feet in the case of a one story structure, nor less than 720 square feet in the case of a one and one-half or two story structure.

(g) 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

trains, unless it has first passed through an approved absorption field. If 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 within a reasonable time thereafter.

(h) These covenants and restrictions are to run with the land and shall bind and inure to the benefit of all the parties and all persons claiming under them until January 1, 1964, at which time said covenants and restrictions shall terminate.

(i) A perpetual easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

(j) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1964, it shall be lawful for any other person or persons owning any other lots 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 or restriction either to prevent him or them from so doing or to recover damages or other dues for such violation.

(k) Invalidity 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 above granted and bargained premises, with the appurtenances thereof, unto them the said grantees, their heirs, successors and assigns forever, to them and their own proper use and behoof. And also I, the said grantor, do for myself, my heirs, executors and administrators, covenant with the said grantees, their heirs, successors and assigns, that any lots sold in said subdivision as per map on file in the Town Clerk's Office, "Map of Center Village showing Lots 1, 2, 3, 4, and 5, Property of Alfred C. Hanbury, July, 1939, C. E. Green, T. S. approved by the Town Plan Commission," shall be subject to the restrictions hereinbefore set forth; and that at and until the sealing of these presents, I am well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever except as hereinbefore set forth.

And Furthermore, I, the said grantor, do by these presents bind myself and my heirs forever to Warrant And defend the above granted and bargained premises to them, the said grantees, their heirs, successors and assigns, against all claims and demands whatsoever except as hereinbefore set forth.

In Witness Whereof, I have hereunto set my hand and seal this 23rd day of August in the year of our Lord nineteen hundred and thirty-nine.

Signed, sealed and delivered in the presence of
Mabel E. Hanbury
Edward S. Rogin
State of Connecticut
County of Hartford

55.

Alfred C. Hanbury (S.S.)

Newington, August 23, 1939

Personally appeared Alfred C. Hanbury, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, before me,

Edward S. Rogin

Commissioner of the Superior Court for Hartford County

I hereby certify that a United States Internal Revenue Stamp in the amount of One Dollar (\$1.00) was affixed to the foregoing instrument and duly canceled. Thomas A. Francis, Town Clerk
Received October 4, 1939 at 9-15 A.M.

Foreclosure: Stanley J. Kwasniak et al to The Toledo Trust Co., Executor
No. 69522

The Toledo Trust Company, Executor under the Will of George W. Rolles

) Superior Court
) Hartford County
) September 20, 1939

Stanley J. Kwasniak & Jadwiga H. Kwasniak

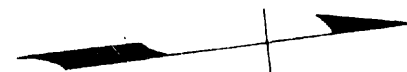
Foreclosure Certificate

To All Whom It May Concern:

This Certifies that a mortgage from Stanley J. Kwasniak, of the Town of Newington, County of Hartford and State of Connecticut, to The Toledo Trust Company, an Ohio corporation located in Toledo Ohio, Executor under the Will of George W. Rolles, deceased, late of said Toledo, bearing date the 1st of May, 1936, and recorded in Newington Land Records, volume 38, page 92, was foreclosed upon complaint of said The Toledo Trust Company, Executor, against said Stanley J. Kwasniak, the owner of the equity of

LAYOUT APPROVED BY THE
TOWN PLAN COMMISSION, Nov. 20, 1940:

CHAIRMAN



TOWN OF NEWINGTON

R. OF W. FOR FOOTPATH

WELLES DRIVE

"VILLAGE"
LOTS 6 TO 16

"CENTER"
LOTS 7 TO 16

6

5

"CENTER VILLAGE"
LOTS 1 TO 5

2

WELLES DRIVE

MAIN STREET

STREET

HARRY C. GOODALE

ALFRED E. HANBURY

ALFRED E. HANBURY

WELLES DRIVE

"CENTER VILLAGE"

LOTS 17 TO 23

ALFRED E. HANBURY

WALTER MORGAN

DWIGHT H. MERRILL

CAROLINE M. GIBSON

A.J. & H.R. BAJEK

ROBERT SISK EST.

NINA L. BLAIR

R.F. & H.W. HALL

MAP OF CENTER VILLAGE

SHOWING LOTS 24 TO 29

OWNED BY

ALFRED E. HANBURY

NEWINGTON, CONN.

SCALE 1"=60'

NOV. 1940

E. C. FRESN
LAND SURVEYOR

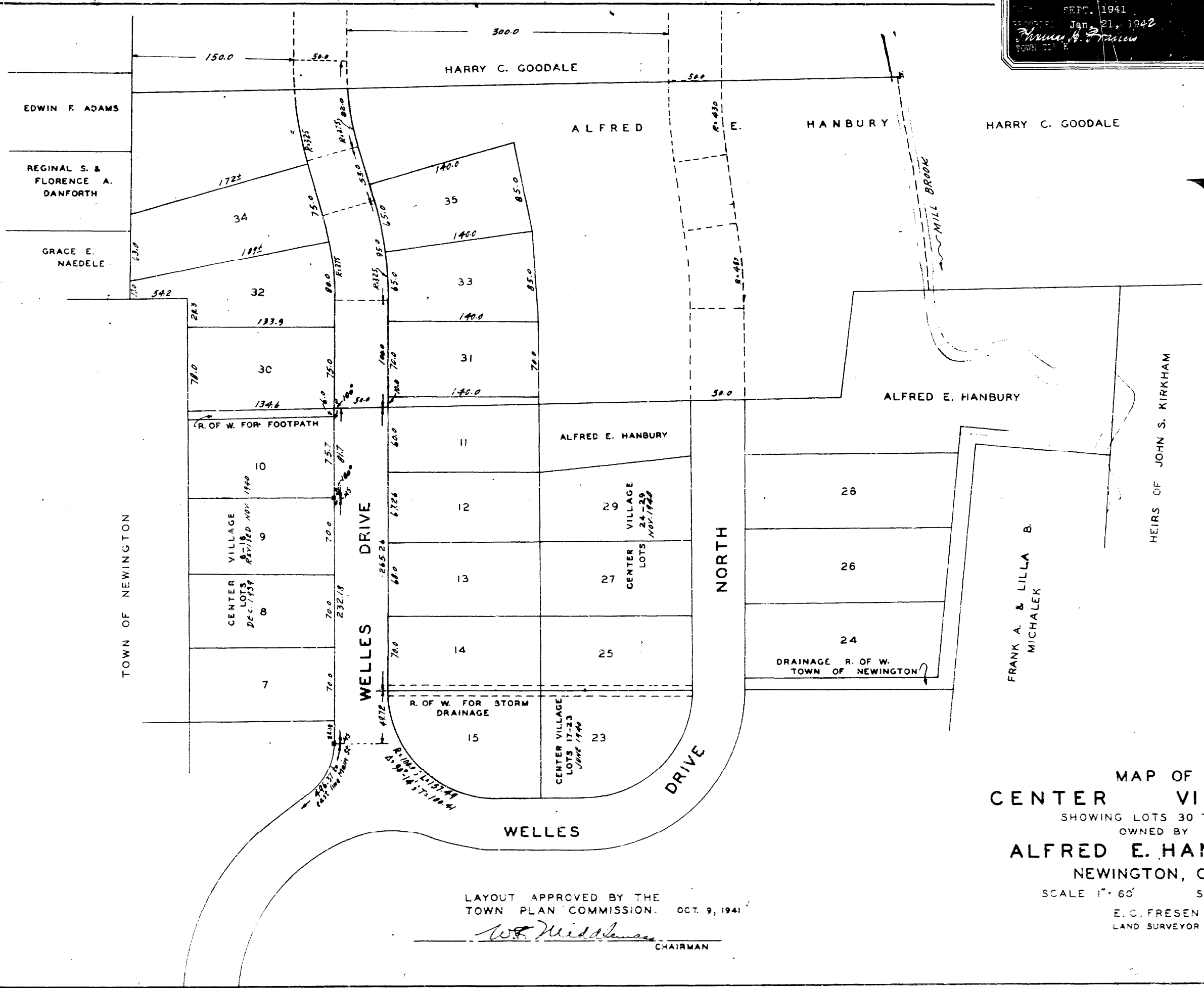
FRANK A. & LILLA B. MICHALEX

HEREBY CERTIFY THIS MAP
TO BE SUBSTANTIALLY CORRECT:

Map: Center Village
Showing Lots 24-29
Property: Alfred E. Hanbury
Date: November 1940
Recorded: Dec. 13, 1940
Town Clerk: William A. Francis

3" Scale

MAP OF CENTER VILLAGE
 PREPARED BY A. E. HANBURY
 SEPT. 1941
 RECORDED Jan. 21, 1942
Thomas B. F. Farrow
 TOWN CLERK



I HEREBY CERTIFY THIS MAP TO BE
 SUBSTANTIALLY CORRECT:
C. E. Farrow

MAP OF
CENTER VILLAGE
 SHOWING LOTS 30 TO 35
 OWNED BY
ALFRED E. HANBURY
 NEWINGTON, CONN.
 SCALE 1" = 60' SEPT. 1941
 E. C. FRESN
 LAND SURVEYOR

LAYOUT APPROVED BY THE
 TOWN PLAN COMMISSION. OCT. 9, 1941
W. H. Middleton
 CHAIRMAN



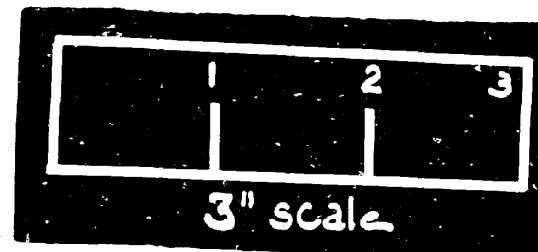
SHOWING LOTS 36 TO 47
OWNED BY

ALFRED E. HANBURY
NEWINGTON, CONN.

SCALE 1"=60' NOV. 1944

E. C. FRESN
LAND SURVEYOR

HEARING NOTICE TO:
ALFRED E. HANBURY
1268 MAIN ST.
NEWINGTON, CT, CONN.



LAYOUT APPROVED BY THE
TOWN PLAN COMMISSION: DEC. 8, 1944

— CHAIRMAN