

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

IN WITNESS WHEREOF I have hereunto set my hand and seal this 23rd day of August, A.D. 1941.

Signed, sealed and delivered)
in presence of)
C. M. Murrin
A. J. Mulcahy
Harry C. Piper (SEAL)

STATE OF MINNESOTA,)
HENNEPIN COUNTY) ss. MINNEAPOLIS, August 23, 1941.

Personally appeared Harry C. Piper, Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me.

SAMUEL P. MANSFIELD
Notary Public, Hennepin County, Minn.
My Commission Expires Sept. 17th, 1946.
Samuel P. Mansfield
NOTARY PUBLIC
(NOTARIAL SEAL)

Court Cert.

NOTARY CERTIFICATE C.C. No. 8099

STATE OF MINNESOTA,)
COUNTY OF HENNEPIN) ss. 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.

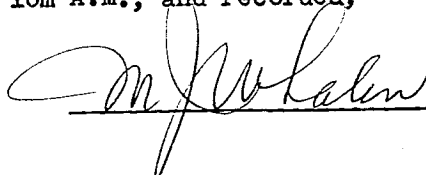
According to Minnesota State law, no record or impression of Notary Public Seal is required to be filed in this office.

(COURT SEAL)

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 23rd day of August, A.D. 1941.

Geo. H. Hemperley, Clerk.
By _____, Deputy.

Received for Record Sep 16 1941 at 8h 10m A.M., and recorded,

 Town Clerk.

KNOW ALL MEN BY THESE PRESENTS:

THAT Gilbert Homes, Incorporated, 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, is the owner of the tract of land situated in said Town of Hamden, which tract of land is to be subdivided into building plots, as is shown upon a map entitled "Map of Gilbert Homes, surveyed by Office of Alexander Cahn, Civil Engineer and Surveyor, New Haven, Connecticut, Scale 1 inch equals 50 feet, June 1941, Additions July 1941", on file in the Hamden Town Clerk's Office, reference thereto being had, does 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 neigh-

borhood; 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 2-1/2 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. In any event, no building shall be located on any residential building plot nearer than 30 feet to the front lot line of Gilbert Avenue, or nearer than 20 feet to the front lot line of Valley Road, nor nearer than 20 feet to any side street line.

No building, except a detached garage or other outbuilding located 55 feet or more from the front lot line, shall be located nearer than 10 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 5000 square feet or a width of less than 55 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 shall cost not less than \$3000., and that the ground floor area of the main structure, exclusive of one story open porches and garages, is to be not less than 750 square feet, in the case of a one story structure, and not less than 600 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 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;

An easement is reserved over the rear 5 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, 1967, 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.

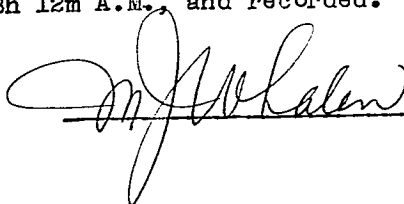
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. IN WITNESS WHEREOF, on this 12th day of September, A. D. 1941, said corporation, Gilbert Homes, Incorporated, has caused this instrument to be executed, and its corporate seal to be hereto affixed in its behalf by V. F. Larsen, its President, who is duly authorized and empowered.

GILBERT HOMES, INCORPORATED

By V. F. Larsen
Its President.

(Corporate Seal)

Received for Record Sep 16 1941 at 8h 12m A.M., and recorded.

 Town Clerk.

KNOW ALL MEN BY THESE PRESENTS:

THAT, The First National Bank and Trust Company of Bridgeport, a corporation organized under the laws of the United States of America, and located in the City of Bridgeport, in the County of Fairfield and State of Connecticut, hereby releases and discharges a certain mortgage from Genevieve Kaspro to The First National Bank & Trust Co. of Bridgeport dated February 8, 1941 and recorded in the Hamden Land Records, Vol. 207 page 410.

IN WITNESS WHEREOF, The First National Bank and Trust Company of Bridgeport has caused these presents to be executed by R. A. Beers, its Vice President hereunto duly authorized, and its corporate seal to be hereto affixed, this 28th day of August A. D., 1941.

Signed, sealed and delivered in presence of:)

D. P. Tobin

William W. Lewis

) THE FIRST NATIONAL BANK AND
) TRUST COMPANY OF BRIDGEPORT (L.S.)
) by R. A. Beers
) its Vice President

(Corporate Seal)

STATE OF CONNECTICUT }
COUNTY OF FAIRFIELD }

ss.

BRIDGEPORT,

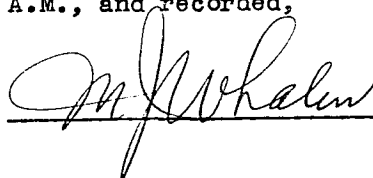
August 28, A.D. 1941.

Personally appeared R. A. Beers, Vice President of The First National Bank and Trust Company of Bridgeport, signer and sealer of the foregoing instrument and acknowledged the same to be the free act and deed of said Bank, and his own free act and deed as such Officer as therein described, before me.

(NOTARY SEAL)

Dennis P. Tobin
NOTARY PUBLIC

Received for Record Sep 16 1941 at 8h 40m A.M., and recorded.

 Town Clerk.



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
Raymond B. Bosted
 BOARD OF SELECTMEN
Bennett J. Hildener
 TOWN PLAN COMMISSION
Charles J. Flynn
 BOARD OF HEALTH

MAP
 OF
 GILBERT HOMES

3326
 Received and filed AUG 19 1941
 at 2:31 P.M. in P.M. of Town of New Haven, Conn.
 Note: Verandah Line on Valley Road = 15'
 I hereby certify that this map is substantially correct.
 OFFICE OF ALEXANDER CAHN
 By Alexander Cahn, Civil Engineer

SURVEYED BY OFFICE OF ALEXANDER CAHN - CIVIL ENGINEER & SURVEYOR
 NEW HAVEN, CONN.
 SCALE 1" = 50'
 JUNE 1941
 Additions - JULY 1941