

## Land Records, Town of Hamden, Connecticut

VOL. 203

Wilmot development (vol 203, pp. 28-30, 30 April 1940)  
 read more about racial covenants at <https://OnTheLine.trincoll.edu>

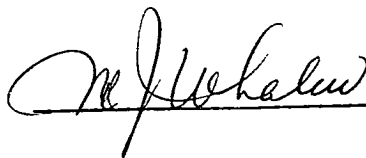
State of Connecticut }  
 County of New Haven } ss. New Haven, April 27 1940.

Personally appeared John W. Barron, President, 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, before me.

(Notary Seal)

Winfield R. Morgan  
 Notary Public

Received for Record May 3 1940 at 10h --m A.M. and recorded,



Town Clerk

AGREEMENT made this 30th day of April, 1940, by and between Thomas A. Laydon, of the Town of North Haven, in the County of New Haven, and State of Connecticut, hereinafter called the Owner, and The DeForest & Hotchkiss Company, a corporation organized under and pursuant to the laws of the State of Connecticut, located in the Town and County of New Haven, and State of Connecticut, hereinafter referred to as Mortgagee, WITNESSETH:

That said owner is the owner of certain premises situated in the Town of Hamden, in the County of New Haven, and State of Connecticut, shown on a Map entitled "Map of Wilmot, Developed by Thomas A. Laydon, Hamden, Conn., scale 1 inch equals 50 feet, March, 1940, Clayton H. Lindsey, Surveyor", which map is on file in the Hamden Town Clerk's Office, reference thereto being had; and

WHEREAS said mortgagee is the owner and holder of a first and second mortgage covering the premises as shown on said map, one of which mortgages is dated March 20th, 1940, and recorded in Volume 202 on Page 361 of the Hamden Land Records, and the other of said mortgages being dated April 3rd, 1940, and recorded in Volume 202 on page 467 of said Land Records; and

WHEREAS the said owner and mortgagee are cooperating in the development of said land, according to said map, and the owner is about to construct buildings upon the lots as shown upon said map, and is creating a subdivision in conformity with certain regulations of the Federal Housing Administration; and

WHEREAS it is desirable and necessary that certain restrictions be placed upon said property so as to control the sale and use of the lots thereon.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereto, it is agreed as follows:

That the property shown on said map, and owned of record by said owner, and as is incorporated in the aforesaid mortgages, shall be subject to the following restrictions:

"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 any building so erected shall be located not nearer to the front lot line than as shown on said map, nor nearer than 5 feet to any side lot line, except that the side line restriction shall not apply to a detached garage or other outbuilding 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 6400 square feet, and a width of less than 57 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 \$3000., 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, and not less than 480 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 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 30 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 30 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;

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, 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."

That said restrictive covenants above set forth shall constitute incumbrances prior to the mortgages held by said mortgagee, and said mortgagee, for itself, and its successors and assigns, does hereby covenant and agree with said owner, his heirs and assigns, that the said mortgages shall be subordinated to the said restrictions as above set forth, so that the rights of said mortgagee shall be the same as though said mortgages had been made, executed and recorded after the restrictive covenants had been recorded and become effective.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals in duplicate, the day and year first above written.

Signed, sealed and delivered  
in presence of:

Thomas A. Laydon (SEAL)

Wallace L. Lewis

THE DeFOREST & HOTCHKISS COMPANY  
By (SEAL)

Prentice T. Chase

Thomas L. Wimble  
Its Treasurer.

(Corporate Seal)

State of Connecticut )  
County of New Haven ) SS. New Haven, April 30th, 1940.

Personally appeared Thomas A. Laydon, one of the signers and sealers of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

Prentice T. Chase  
NOTARY PUBLIC

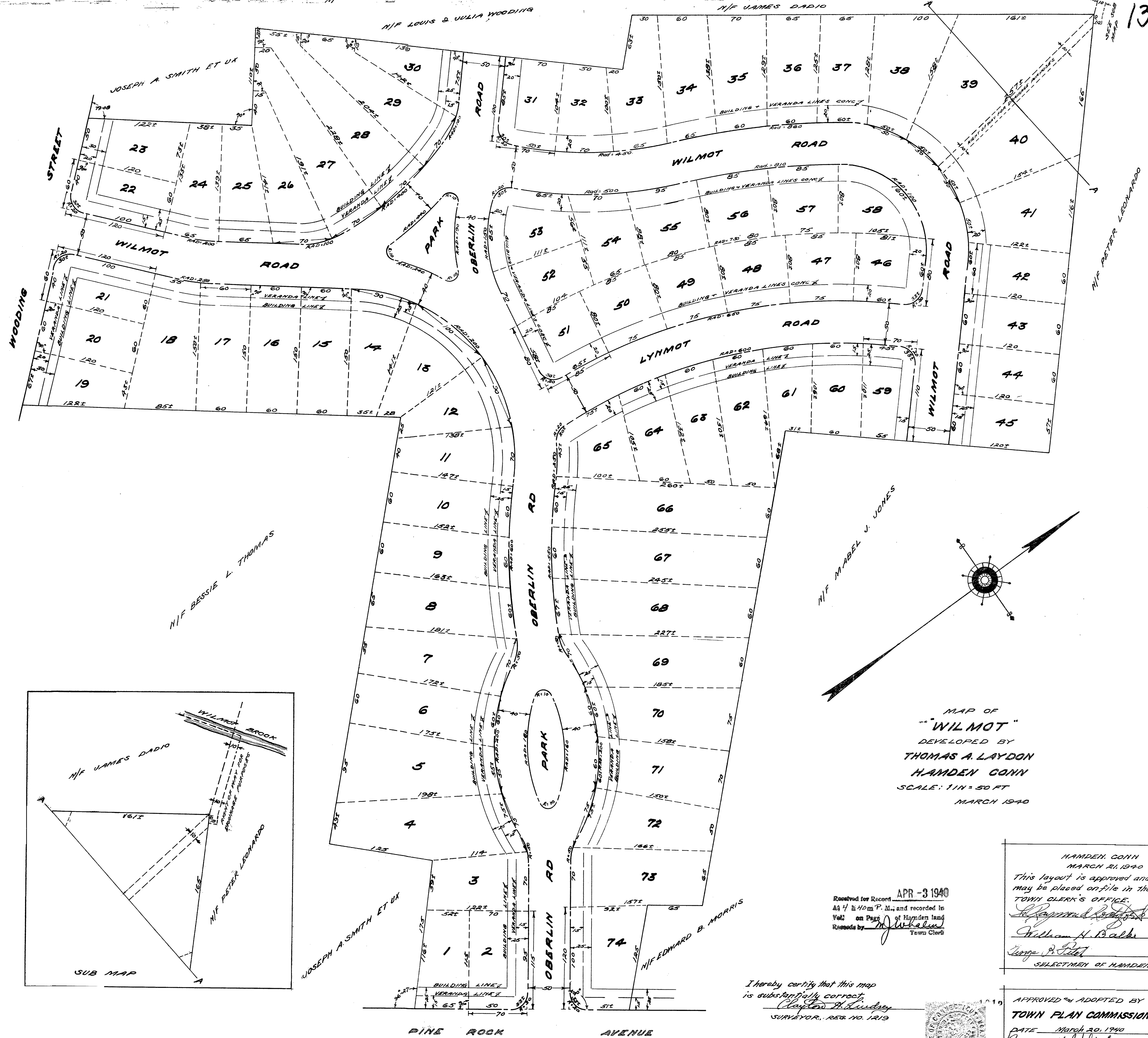
State of Connecticut )  
County of New Haven ) SS. New Haven, April 30th, 1940.

Personally appeared Thomas L. Wimble, Treasurer as aforesaid, one of the signers and sealers of the foregoing instrument, and acknowledged the same to be his free act and deed as such Treasurer, and the free act and deed of said The DeForest & Hotchkiss Company, before me,

Prentice T. Chase  
NOTARY PUBLIC

Received for Record May -3 1940 at 10h 04m A.M. and recorded.

M. W. Hallow Town Clerk.



Received for Record APR - 3 1940  
At 4 o'clock P. M. and recorded in  
Vol. on Page of Hamden land  
Records by *[Signature]* Town Clerk

I hereby certify that this map  
is substantially correct.  
*Clayton H. Lindsey*  
SURVEYOR, REG. NO. 1219

HAMDEN, CONN  
MARCH 21, 1940  
This layout is approved and  
may be placed on file in the  
TOWN CLERK'S OFFICE.  
*[Signature]*  
*William H. Balke*  
*George P. Peto*  
SELECTMEN OF HAMDEN

APPROVED AND ADOPTED BY  
TOWN PLAN COMMISSION  
DATE March 20, 1940  
*[Signature]* CHAIRMAN

