

## Land Records, Town of Hamden, Connecticut

VOL. 205

Gilridge development (vol 205, pp. 40-42, 1 Oct 1940)  
 read more about racial covenants at <https://OnTheLine.trincoll.edu>

## CERTIFICATE OF FORECLOSURE

TO ALL WHOM IT MAY CONCERN:

This certifies that a mortgage from Pearl E. Beattie, of the Town of Hamden, County of New Haven, in the State of Connecticut to Ira V. Ellithorpe, of the Town of New Haven, County of New Haven, and State of Connecticut, bearing date the 27th day of August, A.D. 1928 and recorded in the Land Records of the Town of Hamden Vol. 143 page 50, was foreclosed upon the complaint of Louise T. Baer, against Elizabeth Bunnell Duffy, the owner of the equity of redemption in said mortgaged premises and against Standard Oil Company of New York, Incorporated, and Ruth V. Eck Thompson, each having an interest therein, in the Superior Court held at New Haven within and for the County of New Haven and the State of Connecticut, on the 13th day of September, A.D. 1940.

The premises foreclosed are described as follows, viz: All that certain piece or parcel of land, with the buildings and all other improvements thereon, situated in the Town of Hamden, in the County of New Haven, and State of Connecticut, known as Lot #2 on a Map of Lakeside Manor, August 12, 1919, on file in the Hamden Town Clerk's Office, and bounded:

SOUTHEAST by Russell Street, fifty-seven feet, more or less;  
 WEST by lot #3 on said map, one hundred and thirty feet, more or less;  
 NORTH by land known as Whitney Park, fifty feet;  
 EAST by lot #1 on said map, one hundred and two feet, more or less;

Said premises are subject to certain restrictions contained in a deed from The Bodwell Realty Company to Dana Hanson, dated January 10, 1923, and recorded in Volume 101 on Page 20 of the Hamden Land Records;

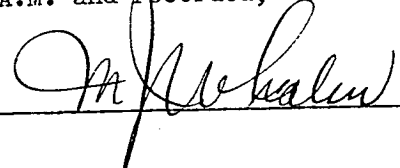
The time limited for redemption in said judgment of foreclosure has passed and the title to said premises became absolute in the said Louise T. Baer, on the 3rd day of October, A.D. 1940.

LOUISE T. BAER,

Clark, Hall & Peck  
 by Russell H. Atwater  
 Her Attorneys

Dated at New Haven, Conn., this 3rd day of October, 1940.

Received for Record Oct 3 1940 at 9h 41m A.M. and recorded,

 Town Clerk

AGREEMENT made at New Haven, Connecticut, this 1st day of October, A.D. 1940, by and between JOSEPH L. MATZ and ALICE M. MATZ, husband and wife, both of the Town of New Haven, in the County of New Haven and State of Connecticut, hereinafter referred to as the Parties of the First Part, and JOSEPH E. MASELLI and PASQUALE DeROSA, both of the Town of Hamden, in said County and State, hereinafter referred to as the Parties of the Second Part, WITNESSETH:

THAT WHEREAS said Parties of the First Part have this day purchased from said Parties of the Second Part, the premises located in said Town of Hamden, known as lot #12 on a certain map entitled "Map No. 2, Section 1, Gilridge, Hamden, Conn., owned and developed by J. Maselli and P. DeRosa, scale 1 inch equals 80 feet, May

1940", Charles H. Miller, Surveyor, which map is on file in the Hamden Town Clerk's Office; and

WHEREAS said Parties of the Second Part are the owners of all other lots as shown on said map; and

WHEREAS the parties hereto are now desirous of effecting a general development scheme by which said lot #12 and the remaining lots belonging to said Parties of the Second Part should be under uniform restrictive covenants.

NOW THEREFORE said Parties of the First Part hereby agree that the premises so sold to them, to wit: lot #12, and said Parties of the Second Part hereby agree that the premises still owned by them and as shown upon said map, shall be equally subject to the following restrictions as the same apply to their respective properties, to wit:

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 2-1/2 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 8 feet to any side lot line, except that the side line restriction shall not apply to a detached garage or other outbuilding located 65 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 7200 square feet, and 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 on 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 \$5000., and that the ground floor area of the main structure, exclusive of one-story open porches and garages, is to be not less than 625 square feet, in the case of a one story structure, and not less than 525 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 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 Joseph E. Maselli or Pasquale DeRosa, both of the Town of Hamden, Connecticut; provided, however, if said Joseph E. Maselli or Pasquale DeRosa shall fail to approve or disapprove such design or location within thirty 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 thirty days shall be construed as prima-facie evidence of approval; provided, however, that should both die or become legally incapacitated, 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;

An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

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 period 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, the parties hereto have hereunto set their hands and seals at New Haven, Connecticut, this 1st day of October, 1940.

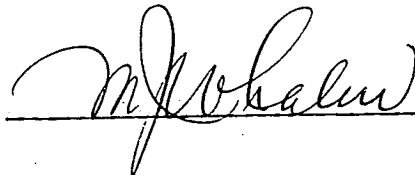
Signed, sealed and delivered in presence of:	Joseph L. Matz	(SEAL)
Prentice T. Chase	Alice M. Matz	(SEAL)
Louise C. Borgnine	Parties of the First Part.	
	Joseph E. Maselli	(SEAL)
	Pasquale DeRosa	(SEAL)
	Parties of the Second Part.	

STATE OF CONNECTICUT )  
COUNTY OF NEW HAVEN ) SS. NEW HAVEN, October 1, 1940.

Personally appeared Joseph L. Matz, Alice M. Matz, Joseph E. Maselli and Pasquale DeRosa, signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed, before me,

Prentice T. Chase  
Notary Public.

Received for Record Oct 3 1940 at 9h 52m A.M. and recorded,

 Town Clerk

NOW OR FORMERLY WARREN DOOLITTLE

CARMALT 50 ROAD

GILLIES ROAD

APPROVED AND ADOPTED BY  
TOWN PLAN COMMISSION

DATE July 23, 1940

DATE: JULY 23, 1940  
Bennett Ishikawa  
 CHAIRMAN

MAP # 2

SECTION ONE  
G I L R I D G E  
HAMDEN CONN.  
OWNED AND DEVELOPED BY  
J. MASELLI & P. DE ROSA  
MAY 1940 SCALE 1 IN.=80 FT.  
*This map supercedes map filed June 13, 1940*

REVISED JUNE 15, 1940

This plan is approved and may be placed  
on file in Town Clerk's Office

own Clerks Office  
J. Raymond Rockford  
William J. Burke  
George P. Gitch  
Selectmen of Hamden

Date July 25, 1940

2563

Received and filed JUL 25 1940

a. t. 4 107 m P. M. Mykelm Town Clerk

I hereby certify that this map is substantially correct.

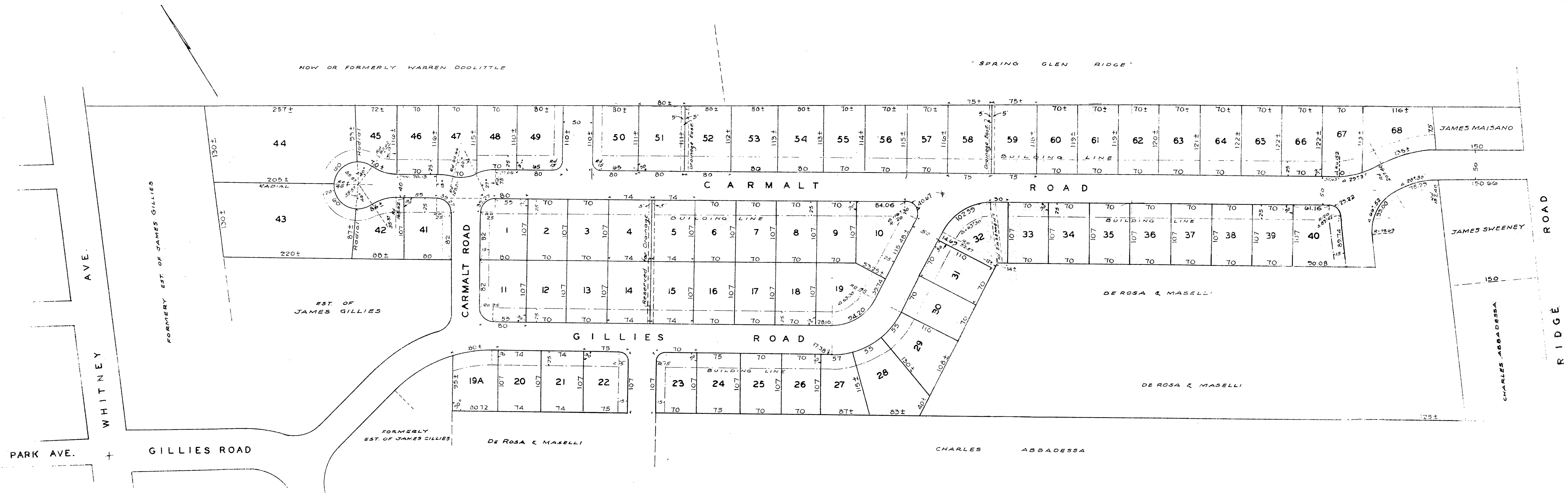
Chas. H. Miller  
Surveyor

Cert: #622.

NOTE BUILDING AND VERANDA LINES ARE CO-INCIDENT  
MERE STONES INDICATED THUS

CHAS H MILLER  
REGISTERED ENGINEER  
EAST HAVEN CONN.

54a.



This map is approved as to layout only and is not an acceptance by the Town of the Streets shown hereon as public streets.

Approved by *Edward A. Anderson* 12-18-47  
*Albert A. Connolly*  
BOARD OF SELECTMEN

*Thomas Miller* 11/25/47  
TOWN PLAN COMMISSION

*Remond Parente* 12-3-47  
BOARD OF HEALTH



I hereby certify that this map is substantially correct.

*Chas. H. Miller*  
Registered Engineer

Received and filed DEC 22 1947  
*H. R. Nolan* Town Clerk.

Building Lines and Veranda Lines are coincident.

MAP NO. 3  
SECTIONS ONE AND TWO  
GILL RIDGE  
OWNED AND DEVELOPED BY  
FLORENCE DEROSA  
AND  
JOSEPH MASELLI  
HAMDEN CONN FEB 1946  
SCALE 1 IN. = 80 FT.