

Said premises are also subject to building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances, affecting said premises, and taxes on the list of 1939, which taxes said grantees hereby assume and agree to pay as part of the consideration for this deed. To have and to hold the above granted and bargained premises, with the appurtenances thereof unto the said Grantees, and unto the survivor of them, and unto such survivor's heirs and assigns forever, to them and their proper use and behoof. And also, I the said grantor do for myself, and my heirs, executors and administrators, covenant with the said grantees, and the survivor of them, and such survivor's heirs and assigns, that at and until the ensembling 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 above written; and that the same is free from all incumbrances whatsoever, except as above written. 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, and the survivor of them, and such survivor's heirs and assigns, against all claims and demands whatsoever, except as above written. In Witness Whereof, I have hereunto set my hand and seal this 17th day of January, A.D. 1940.

Signed, sealed and delivered)
in presence of)

Ken Braman
L.H.Merwin

Cancelled U.S.Int.
Rev. Stamp One Dollar
(\$1.00)

Anna I. Lohne (SEAL)

State of Connecticut)
New Haven County)

ss.

New Haven,

January 17th 1940.

Personally appeared Anna I. Lohne, Signer and Sealer of the foregoing instrument and acknowledged the same to be her free act and deed, before me,
L.H.Merwin

(Notarial Seal)

Notary Public

Received for Record January 18th, 1940 at 10h. 32m. A.M. and recorded by

Grace P. Mansfield Not. Town Clerk

QUIT CLAIM DEED

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

KNOW YE, THAT, The Berner Lohne Company, Incorporated, a corporation organized under and pursuant to the laws of the State of Connecticut, and located in the Town and County of New Haven, and State of Connecticut, for the consideration of One Dollar and other valuable considerations, but less than \$100. received to its full satisfaction of Martin Lohne, of the Town of New Haven, in the County of New Haven, and State of Connecticut, doth remise, release and forever QUIT CLAIM unto the said Martin Lohne, and unto his heirs and assigns forever, all the right, title, interest, claim and demand whatsoever as it, the said releasor, hath or ought to have in or to all those certain pieces or parcels of land, with all the improvements thereon, situated in the Town of Woodbridge, in the County of New Haven, and State of Connecticut, being Lots #5 to 22, inclusive, and as shown on a map entitled, "Wepawaug Estates, Woodbridge, Conn., owned by Berner Lohne Co., Inc., New Haven, Conn., scale 1 inch equals 200 feet, December 1, 1939," Frederick C. Hahn, Civil Engineer and Surveyor, and on file in the Woodbridge Town Clerk's Office.

Said premises are conveyed 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 chicken coops shall be built or maintained thereon; 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 three cars, which must be attached to the dwelling, that any building so erected shall be located not nearer than 75 feet to the front lot line, nor nearer than 75 feet to any side street line, and no part of any building shall be located nearer than 20 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 60,000 square feet, and a width of less than 200 feet at the street 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 \$6000., and that the ground floor area of the main structure, exclusive of one-story open porches and garages, to be not less than 750 square feet, in the case of a one-story structure, nor less than 600 square feet, in the case of a 1-1/2, 2 or 2-1/2 story structure.

Page 1.

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 Berner Lohne Company, Incorporated, provided, however, if said company shall fail to approve or disapprove such design or location within thirty 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 The Berner Lohne Company, 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;

An easement is reserved over the rear five 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, 1964, 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.

Said premises are subject to building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances, affecting said premises.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasee, and unto his heirs and assigns forever, so that neither it, the said Releasor nor its successors, nor any other

2. person under it or them shall hereafter have any claim, right or title in or to the premises, or any part thereof; but therefrom it is and they are by these presents forever barred and secluded.

IN WITNESS WHEREOF, On this 16th day of January, A.D. 1940, said corporation, The Berner Lohne Company, Incorporated, hath caused this deed to be executed and delivered, and its corporate seal to be hereto affixed in its behalf by Martin Lohne its Secretary, who is duly authorized and empowered.

Signed, sealed and delivered
in presence of,

THE BERNER LOHNE COMPANY, INCORPORATED,
by Martin Lohne
Its Secretary.

Prentice T. Chase
Louise C. Borgnine

Seal
of The Berner
Lohne Co., Inc.

STATE OF CONNECTICUT,
NEW HAVEN COUNTY,

SS. New Haven, January 16th 1940.

Personally appeared Martin Lohne, Secretary as aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such Secretary, and the free act and deed of said corporation, before me,

Prentice T. Chase
Notary Public.

3. Received for Record January 18th, 1940 at 10h. 36m. A.M. and recorded by

Grace P. Mansfield *init* Town Clerk

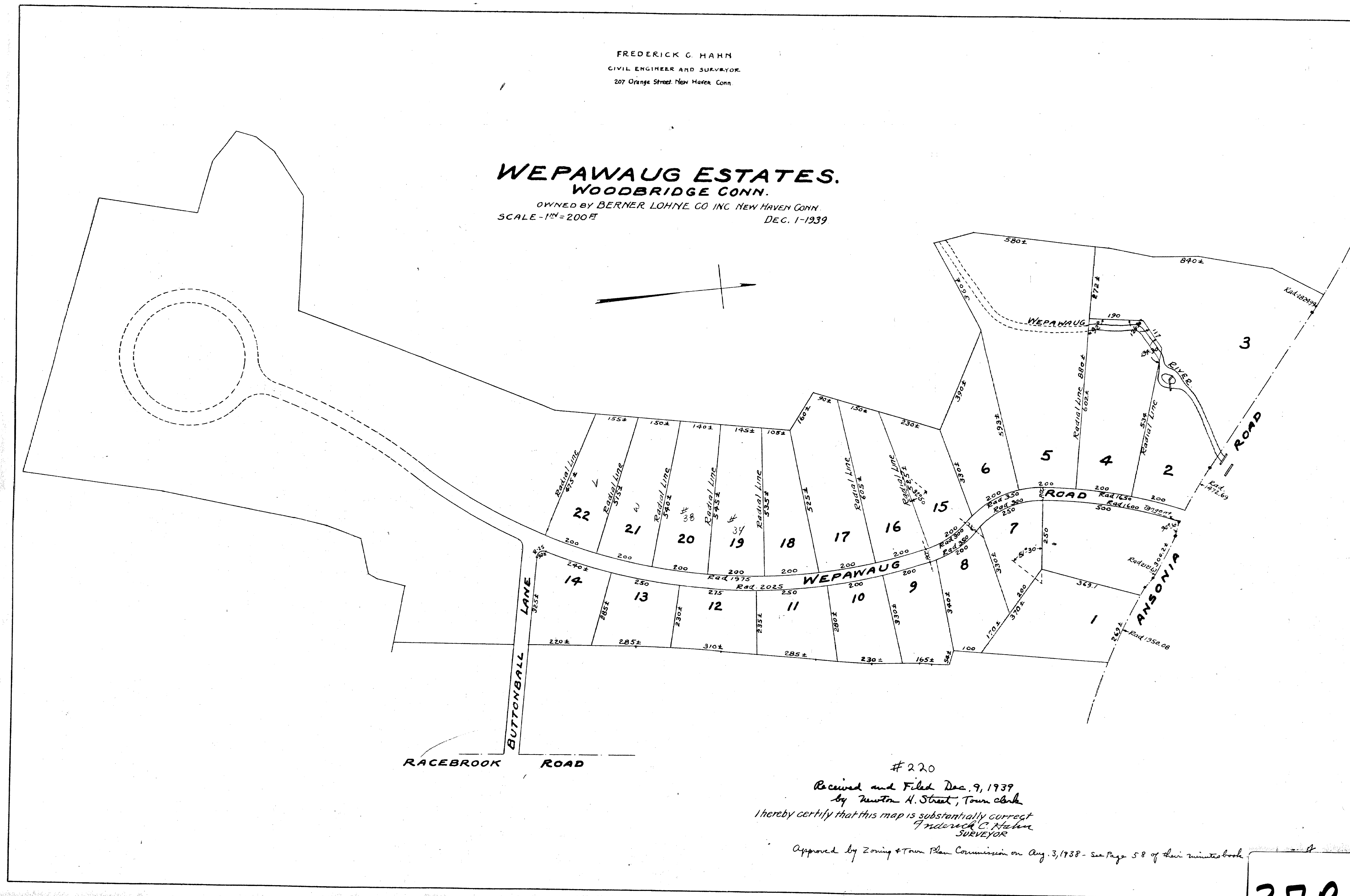
WARRANTY DEED

To all People to whom these Presents shall come---Greeting:
Know Ye That The Berner Lohne Company, Incorporated, a corporation organized under and pursuant to the laws of the State of Connecticut, and located in the Town of New Haven, in the County of New Haven, and State of Connecticut, For the consideration of One dollar and other valuable considerations, received to its full satisfaction of Hobart H. Richards, of the Town of Woodbridge, in the County of New Haven, and State of Connecticut, doth give, grant, bargain, sell and confirm unto the said Hobart H. Richards, 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 Woodbridge, in the County of New Haven, and State of Connecticut, known as Lot #20 on a map entitled, "Wepawaug Estates, Woodbridge, Connecticut, owned by Berner Lohne Co., Inc., New Haven, Conn., scale 1 inch equals 200 feet, December 1, 1939", Frederick C. Hahn, Civil Engineer and Surveyor, on file in the Woodbridge Town Clerk's Office, said lot being bounded: East by Wepawaug Road, 200 feet; South by Lot #21 on said map, 540 feet, more or less; West by land now

FREDERICK C. MAHN
CIVIL ENGINEER AND SURVEYOR
207 Orange Street, New Haven, Conn.

WEPAWAUG ESTATES.
WOODBIDGE CONN.

OWNED BY BERNER LOHME CO INC NEW HAVEN CONN.
SCALE - 1" = 200 FT
DEC. 1-1939



#220
Received and Filed Dec. 9, 1939
by Newton H. Street, Town Clerk
I hereby certify that this map is substantially correct
Frederick C. Mahn
SURVEYOR

Approved by Zoning & Town Plan Commission on Aug. 3, 1938 - See Page 58 of their minutes book



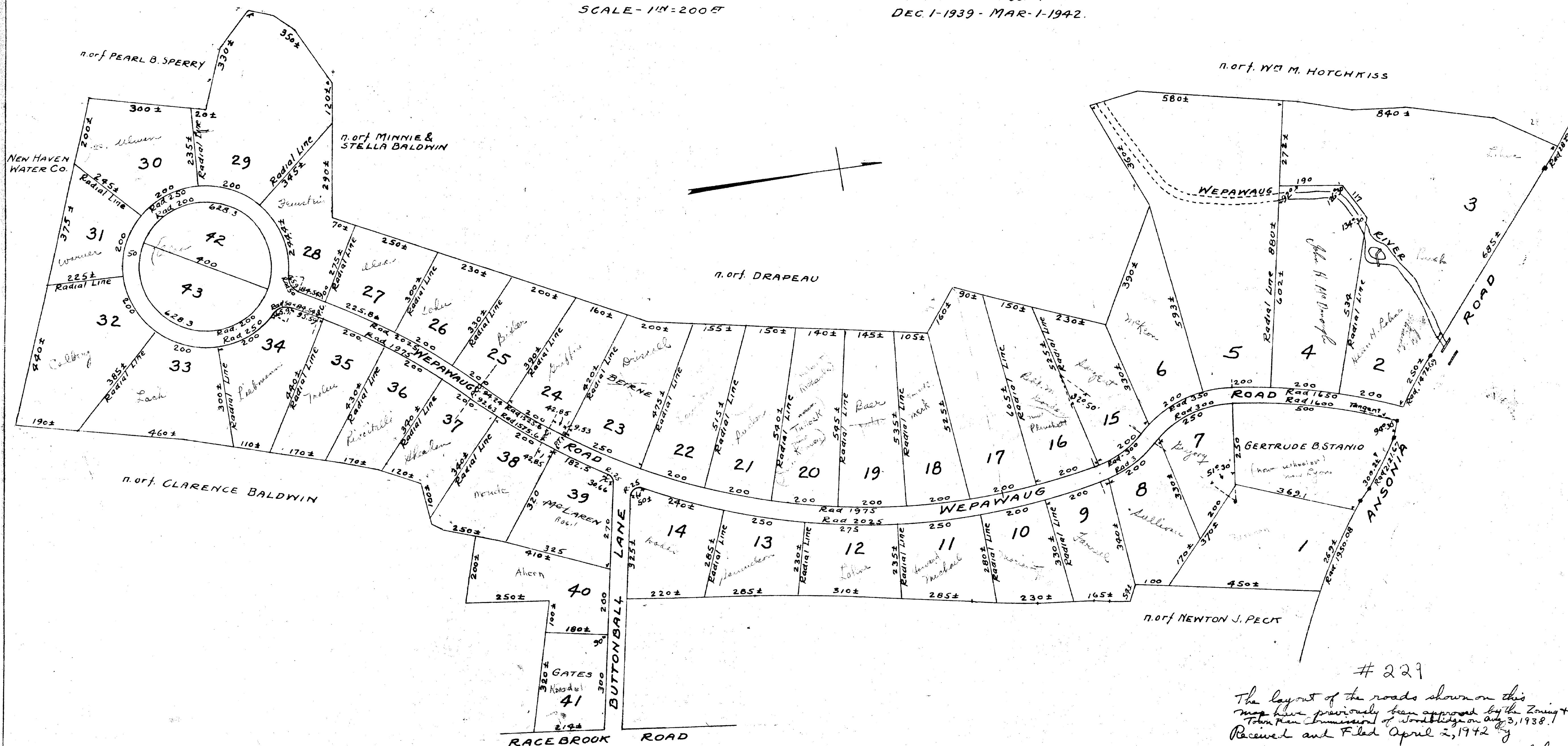
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FREDERICK C. HAHN
CIVIL ENGINEER AND SURVEYOR
12 VERNON AVENUE, NEW HAVEN, CONN.

WEPAWAUG ESTATES

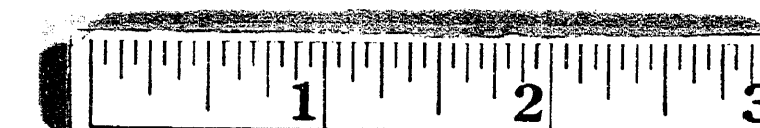
WOODBIDGE - CONN.

OWNED BY THE BERNER LONNE CO. INC., NEW HAVEN CONN.
SCALE - 1" = 200 FT DEC. 1 - 1939 - MAR. 1 - 1942.



I hereby certify that this map is substantially correct
Frederick C. Hahn
SURVEYOR

229
The layout of the roads shown on this
map have previously been approved by the Zoning
Town Plan Commission of Woodbridge on Aug. 5, 1938.
Received and Filed April 2, 1942
Newton H. Street, Town Clerk
See Page 58 of Minute Book of Town Plan
and Zoning Commission.



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