

Land Records, Town of Hamden, Connecticut

(Vol. 214, pp. 300-02, 4 May 1942, and map 286)
VOL. 214

300

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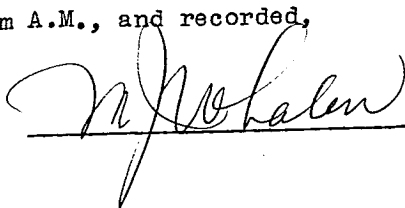
STATE OF CONNECTICUT)
) ss. New Haven, May 1st 1942.
COUNTY OF NEW HAVEN)

Personally appeared Gertrude J. Carr, Administratrix of the Estate of James J. Carr, deceased, Signer and Sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such Administratrix, before me,

\$1.65
I.R.S.

Albert W. Sheppard
Notary Public.

Received for Record May 2 1942 at 9h 14m A.M., and recorded,



Town Clerk.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Albert G. Swanson, of the Town of New Haven, in the County of New Haven and State of Connecticut, the owner of a tract of land situated in the Town of Hamden, in said County and State, which tract of land is subdivided into building plots as is shown upon a map entitled "Map of Colonial Village, Hamden, Conn., developed by Albert Swanson, October 3, 1941, scale 1 inch equals 50 feet, surveyed by H. E. Phelps", on file in the Hamden Town Clerk's Office, showing thereon lots 1 to 20 both inclusive, reference thereto being had, and The Lomas & Nettleton Company, a corporation organized under and pursuant to the laws of the State of Connecticut, and located in said Town of New Haven, Mortgagee, do hereby declare and make known that said premises aforesaid are to be sold subject to the following covenants, reservations and restrictions which are imposed thereon for the benefit of all plots shown on said map and for the mutual benefit of all of the purchasers of said lots:

That all lots in the tract shall be known and described as residential lots; that no structures shall be erected, altered, placed or permitted to remain on any of said lots other than a one family detached dwelling not to exceed 2-1/2 stories in height, and a private garage for not more than two cars; 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 residential structure shall be erected or placed on any building plot which plot has an area of less than 7000 square feet, nor a width of less than 60 feet at the front building setback line; that no building shall be located nearer to the front lot line nor nearer to the side street line than the building setback lines as shown on said map; in any event, no building shall be located on any plot nearer than 25 feet to the front lot line nor nearer than 25 feet to any side street line; and further, no building shall be located nearer than 5 feet to any side lot line, with a minimum distance of 15 feet between buildings, except that this side line restriction shall not apply to a detached garage or other out-building located 60 feet or more from the front lot line; that no person 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 of any building; that no dwelling costing less than \$3000. shall be erected on any lot and that the ground floor area of the main structure, exclusive of one story open porches and garages shall 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; that no trailer, basement, tent, shack, garage, barn or other outbuilding 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. No fences other than picket or ornamental, not over 3 feet in height, shall be erected;

That no building shall be erected, altered, placed or permitted to remain on any building plot until the exterior design and location thereof have been approved in writing by Albert G. Swanson or The Lomas & Nettleton Company, provided, however, if they 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 further, that should either become unable to further approve such design or location because of death, incapacity or corporate dissolution, 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 such plans;

An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance;

These covenants are to run with the land and shall be binding on all 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.

Until such time as a sanitary sewer system shall be 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.

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 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 the 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 30th day of April, A.D. 1942, I, Albert G. Swanson, have hereunto set my hand and seal, and said corporation, The Lomas & Nettleton Company, has caused this instrument to be executed and delivered, and its corporate seal to be hereto affixed in its behalf by Donald E. Nettleton, its Treasurer, who is duly authorized and empowered.

Signed, sealed and delivered
in presence of:

Albert G. Swanson (SEAL)

Russell H. Atwater
Meta B. Deskin
As to A.G.S.

THE LOMAS & NETTLETON COMPANY
By Donald E. Nettleton
Its Treasurer

Kenneth C. Stevens
May L. Deans
As to The Lomas & Nettleton Co.

(Corporate Seal)

Received for Record May 4 1942 at 9h Olm A.M., and recorded,

M. W. Halen Town Clerk.

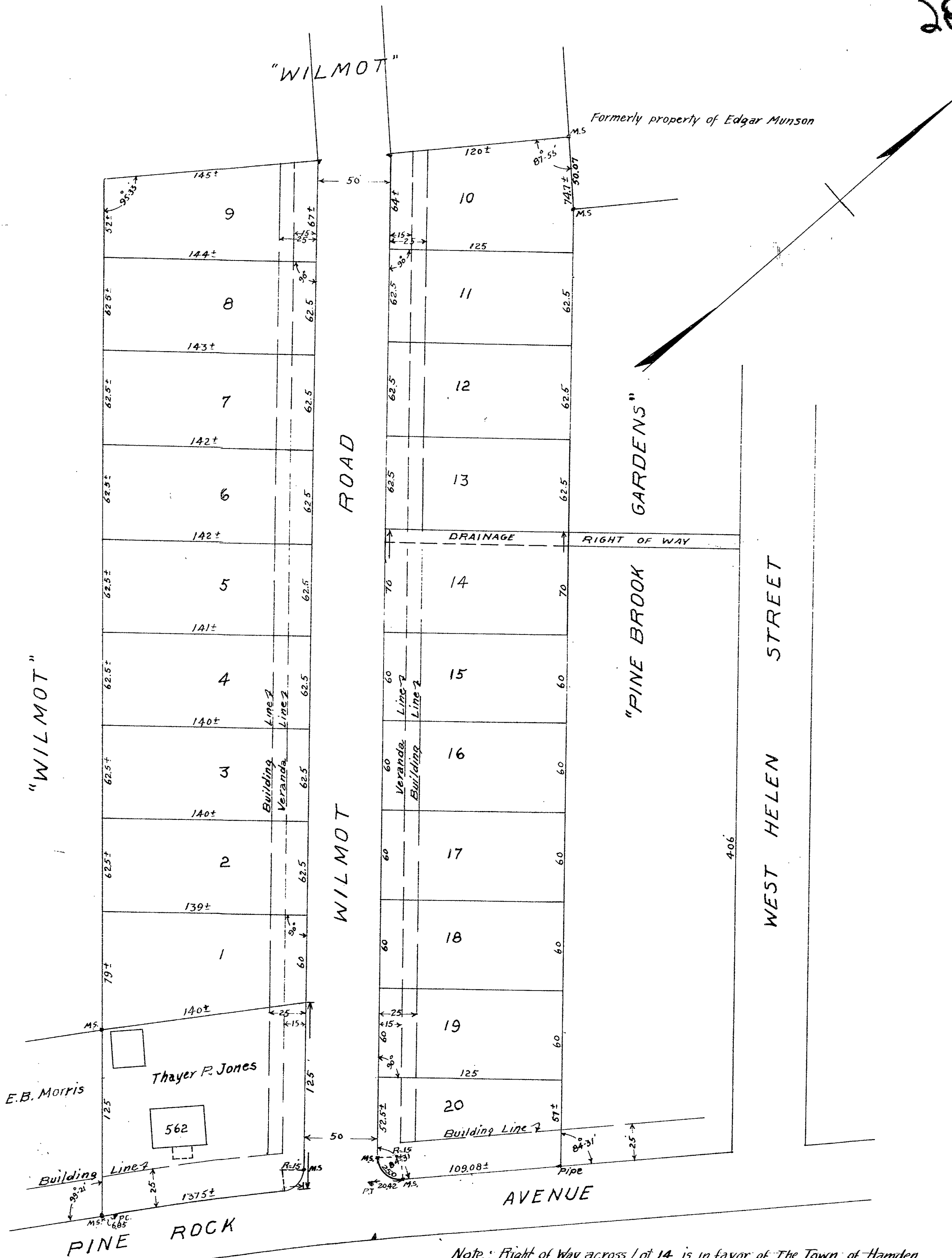
TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME---GREETING:

KNOW YE, THAT I, Ira D. Joel, of 480 Park Street, Montclair, New Jersey For the consideration of One dollar and other valuable considerations, received to my full satisfaction of Nathan H. White and Virginia R. White, husband and wife, both of the Town of Cheshire, in the County of New Haven, and State of Connecticut, do give, grant, bargain, sell and confirm unto the said Nathan H. White and Virginia R. White, and unto the survivor of them, and unto such survivor's heirs and assigns forever, all that certain piece or parcel of land, with all the improvements thereon, situated in the Town of Hamden, in the County of New Haven, and State of Connecticut, being all of Lot #11 and the Southerly 20 feet of Lot #10 on a map entitled, "Map #3, of Spring Glen Estates, Property of Spring Glen Estates, Incorporated," on file in the office of the Town Clerk of the Towns of Hamden and North Haven, respectively, said premises being bounded:

EAST by Brookside Drive, 80 feet;
SOUTH by Lot #12 on said map, 194.4 feet, more or less;
WEST by Lots #6 and 7 on said map, 80 feet;
NORTH by the remaining portion of Lot #10 on said map, 194.4 feet, more or less.

Said portion of Lot #10 on said map is subject to certain restrictions contained in a deed from Spring Glen Estates, Incorporated, to Ira D. Joel, dated June 23, 1933, and recorded in Volume 164 on Page 446 of the Hamden Land Records.

Said premises are also subject to building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances, affecting said premises, a mortgage for \$7000. to The Union & New Haven Trust Company, covering a portion of the above described premises, and one-half of the taxes on the list of 1941, which mortgage and taxes, said grantees hereby assume and agree to pay as part of the consideration for this deed.



E.B. Morris

Thayer P. Jones

562

Note: Right of Way across Lot 14 is in favor of The Town of Hamden.

Received for Record NOV 21 1941
At 2 h 35 m P. M., and recorded in
Vol. on Page of Hamden land
Records by *W. Whalen*
Town Clerk

MAP OF
COLONIAL VILLAGE
-HAMDEN CONN.
DEVELOPED BY
ALBERT SWANSON.
OCT. 3, 1941 SCALE 1 INCH = 50 FEET

I hereby certify that this map is substantially correct
H.E. Phelps

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
J. Raymond Rockford
William H. Balch
BOARD OF SELECTMEN
Bennett J. Linsman 11/18/41
TOWN PLAN COMMISSION
Walter S. Lay, Health Officer
BOARD OF HEALTH

surveyed by H.E. Phelps