

AGREEMENT made at New Haven, Connecticut, this 16th day of December, 1941, by and between Willard W. Shattuck and Frelove Shattuck, husband and wife, both of the Town of Hamden, County of New Haven, and State of Connecticut, hereinafter referred to as the Parties of the First Part, and Woodside Estates, Incorporated, a corporation organized under and pursuant to the laws of the State of Connecticut, and located in the Town of New Haven, County of New Haven, in said State, hereinafter referred to as the Party of the Second Part;

WITNESSETH, That whereas said Parties of the First Part are the owners of property situated in the Town of Hamden, in said County and State, known as Lot #4 on a certain Map entitled "Washington Manor, Subdivision of Woodside Estates, Inc., Hamden, Conn., March, 1940, Scale 1 inch equals 50 feet", Charles H. Miller, Civil Engineer, East Haven, Conn., on file in the Hamden Town Clerk's Office; and

WHEREAS, said Party of the Second Part is the owner of Lots #1, 2, 5, 7 to 10 inclusive, and 11 to 25 inclusive, as shown on said Map; and

WHEREAS, with respect to the several properties owned by the said Parties, they now are desirous of effecting a general development scheme by which the lots so owned by them shall be under uniform restrictive agreements;

NOW THEREFORE, said Parties of the First Part and said Party of the Second Part do hereby agree that as to each of the properties so owned by them shall be subject to the following restrictions, as the same apply to their respective properties, to wit:

All of said lots 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 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 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 6,000 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 shown on the recorded Map, and further, no building shall be located nearer than 5 feet to any side lot line, except that the side line restriction shall not apply to a detached garage or other out building located 60 feet or more from the lot 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 occupancy by domestic servants of a different race domiciled with an owner or tenant; that no dwelling costing less than \$3,000. shall be permitted 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 600 square feet in the case of a one story structure, nor less than 500 square feet in the case of 1-1/2, 2 or 2-1/2 story structure; that no trailer, basement, tent, shack, garage, barn or other out building 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, altered, placed or permitted to remain on any building plot until the external design and location thereof have been approved in writing by Woodside Estates, Incorporated, provided, however, if said Woodside Estates, Incorporated 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 considered as prima facie evidence of approval; provided, further, that should said Woodside Estates, 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 plots 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 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, 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.

IN WITNESS WHEREOF, On this 16th day of December, A.D. 1941, said Willard W. Shattuck and Frelove Shattuck, have hereunto set their hands and seals, and said corporation, Woodside Estates, Incorporated, acting herein by Ferdinand VonBeren its President, has caused this instrument to be executed and delivered, and its corporate seal to be hereto affixed.

Signed, sealed and
delivered in presence
of:

Prentice T. Chase

Wallace L. Lewis

Willard W. Shattuck (SEAL)

Frelove Shattuck (SEAL)

WOODSIDE ESTATES, INCORPORATED,
By Ferdinand VonBeren Pres.
Its President
(Corporate Seal)

State of Connecticut,)
New Haven County.) ss.

New Haven,

December 16th, 1941.

Personally appeared Willard W. Shattuck and Frellove Shattuck, two of the Signers and Sealers of the foregoing instrument, and acknowledged the same to be their free act and deed, before me.

Wallace L. Lewis
Notary Public

State of Connecticut,)
New Haven County.) ss.

New Haven,

December 16th, 1941.

Personally appeared Ferdinand VonBeren, President 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 - and the free act and deed of said corporation, - before me.

Prentice T. Chase
Notary Public.

Received for Record Dec 19 1941 at 9h 20m A.M., and recorded,

W. J. L. Town Clerk.

State of Connecticut)
District of New Haven) ss. Probate Court

I, Edna M. Crandall, Assistant Clerk of the Court of Probate for the District of New Haven hereby certify that the last place of residence of Angeline P. Barone, deceased, was in the town of Hamden; that the estate of said deceased has been settled in said Court; that by the terms of a distribution filed in said Court by Raymond J. Gilson, Clifford B. Sturges and John V. O'Brien, duly appointed distributors on said estate, there is set out and distributed to Joseph Barone and Antoinette Longo an undivided one-half interest to each in the following described real estate situated partly in the town of Hamden and partly in the town of New Haven, to wit:

All that certain piece or parcel of land with all the improvements thereon and bounded:

WEST by Prescott Street so called 60 feet;
NORTH by land formerly of Lucy E. Hill 140 feet, more or less;
EAST by a brook or stream 60 feet; and
SOUTH by land formerly of William F. Alling 140 feet, more or less.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at New Haven this 10th day of December, 1941.

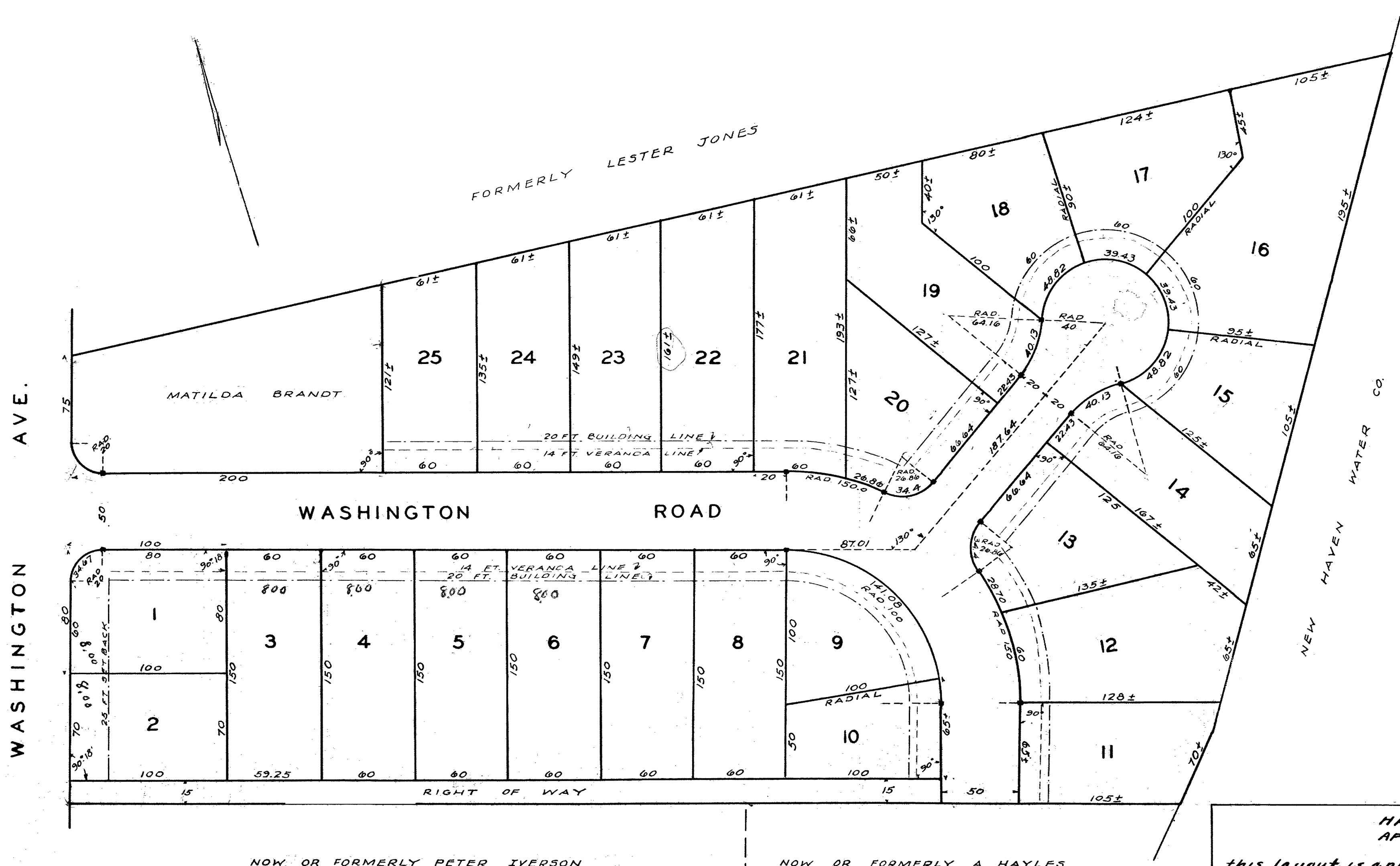
(COURT SEAL)

EDNA M. CRANDALL
Assistant Clerk

Received for Record Dec 19 1941 at 10h 10m A.M., and recorded,

W. J. L. Town Clerk.

222A



NOW OR FORMERLY PETER IVERSON

NOW OR FORMERLY A. HAYLES

HAMDEN CONN
APRIL 4, 1940
this layout is approved and
may be placed on file in the
TOWN CLERKS OFFICE
Raymond Stoddard
William H. Balke
George P. Fitch
SELECTMEN OF HAMDEN

Received for Record MAY 24 1940
At 9 h 29 m P. M., and recorded in
Vol. on Page of Hamden land
Records by *M. J. Whelan* Town Clerk

I hereby certify that this
map is substantially correct.
Chas. H. Miller

APPROVED AND ADOPTED BY
TOWN PLAN COMMISSION
DATE: - APRIL 2, 1940
Bennett J. Wickham
CHAIRMAN

WASHINGTON MANOR
SUB-DIVISION OF
WOODSIDE ESTATES, INC.
HAMDEN, CONN.
MARCH, 1940. SCALE - 1 IN. = 50 FT.

BROWN & VON BEREN
ARCHITECTS & ENGINEERS
NEW HAVEN CONN.
CHAS. H. MILLER
CIVIL ENGINEER
EAST HAVEN, CONN.