

AGREEMENT CONCERNING BUILDING RESTRICTIONS

WHEREAS, HIGH LEDGE HOMES, INCORPORATED, a corporation organized and existing by virtue of and under the laws of the State of Connecticut, with its principal place of business in the Town of West Hartford, County of Hartford and State of Connecticut, is the owner of a certain tract of land situated in the Town of West Hartford, and known and described as follows:

FIRST PIECE

Lots Nos. 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, easterly sixty (60) feet of 38, 39, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 on a map entitled "Section One, High Ledge Tract, owned by R. G. Bent Co. West Hartford, Conn. Scale 1" = 100', August 1937, Osterling & Salmonsens, Land Surveyors", on file in the Town Clerk's Office in said Town of West Hartford to which reference is hereby made for a more particular description.

SECOND PIECE

Lots Nos. 67, easterly fifty-two (52) feet of 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90 on a map entitled, "Section Two, High Ledge Tract owned by R. G. Bent Co., West Hartford, Conn., Scale 1" = 100', April 1938, Osterling & Salmonsens, Land Surveyors", on file in the Town Clerk's Office in said Town of West Hartford, to which reference is hereby made for a more particular description.

THIRD PIECE

Lots Nos. 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128 on a map entitled, "Section Three, High Ledge Tract, owned by R. G. Bent Company, West Hartford, Conn., Scale 1" = 100', March 1940, Osterling & Salmonsens, Land Surveyors", to which reference is hereby made for a more particular description:

AND WHEREAS, High Ledge Homes Incorporated acquired title to the aforesaid property by a warranty deed from The R. G. Bent Company, dated April 15, 1940, recorded in West Hartford Land Records, Volume 150, Page 312; and

WHEREAS, it is the desire and intention of High Ledge Homes Incorporated to create a uniform plan of development for the property hereinbefore mentioned and to impose building restrictions thereon which are to be inserted in all deeds conveying title to any part of the above premises.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the premises High Ledge Homes Incorporated, for itself, its successors and assigns, does hereby covenant and agree to insert in each and every deed conveying title to any part of the above premises the following restrictions.

(a) All lots as shown on the maps herein mentioned shall be described as residential lots and no structure shall be erected on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars; nor shall any trailer, basement, tent, shack, garage, barn or other out-building erected on the premises be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(b) No building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line nor nearer than ten (10) feet to any side lot line on either side, and no building, except a garage or other outbuilding, shall be located nearer than five (5) feet to any side lot line.

(c) No residential structure shall be erected or placed on any building plot which plot has an area of less than nine thousand (9,000) square feet nor a frontage of less than sixty (60) feet.

(d) No noxious or offensive trade 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.

(e) No persons of any race except the white race shall use or occupy any building on any lot except that this covenant shall not prevent occupancy by domestic servants of a different race employed by an owner or tenant.

(f) No building shall be erected, placed or altered or permitted to remain on any building plot in this sub-division until the external design and location thereof have been approved in writing by the said High Ledge Homes Incorporated, its successors or assigns, hereinafter designated as the Committee. However, in the event that the said Committee fails to approve or disapprove such design or location within thirty (30) days after such plans have been submitted to it, then such approval will not be required. The completion of construction, alteration or placement of a structure for thirty (30) days shall be construed as prima facie evidence of the Committee's approval. In any case, either with or without the approval of the Committee, no dwelling costing less than \$4,500 shall be permitted on any lot in the property, and the ground floor area of the main structure shall be not less than seven hundred and fifty (750) square feet in case of a one story structure, nor less than five hundred (500) square feet in the case of a one and one-half, two, or two and one-half story structure.

(g) 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.

(h) 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 persons or person 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

see
also
map
#218
at
end
and
also
#222
and
#247

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.

(1) 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.

High Ledge Homes, Incorporated, further covenants and agrees that it will not release or modify the restrictions heretofore inserted in deeds to lots upon said property.

The covenants and agreements herein contained are for the benefit of each and every lot heretofore or hereafter sold in said development.

IN WITNESS WHEREOF said High Ledge Homes, Incorporated, has caused this instrument to be executed and its corporate name and its seal to be hereto affixed this 10th day of June, A. D. 1940.

Signed, sealed and delivered
in the presence of:
Howard L. Auerbach
Wm. Feinberg

(Corp. Seal)
HIGH LEDGE HOMES, INCORPORATED
By Edward F. Hammel
Its President

STATE OF NEW YORK }
COUNTY OF WESTCHESTER } ss. June 10th, 1940.

Personally appeared EDWARD F. HAMMEL, as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said High Ledge Homes, Incorporated, before me,

Howard L. Auerbach
Notary Public.
Westchester County.

STATE OF NEW YORK, }
COUNTY OF WESTCHESTER, } ss.: No. 41417

I, HAROLD MERCER, Clerk of The County of Westchester, and also Clerk of the Supreme and County Courts in and for the said County, the same being Courts of Record, DO HEREBY CERTIFY that Howard L. Auerbach whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State, and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances of land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such Notary Public or have compared the signature of such officer upon the original certificate with a specimen of his signature filed or deposited in this office pursuant to law, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

No seal required by the laws of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto at my hand and affixed the Seal of the said Courts and County, the 14th day of Aug. 1940.

(Seal) Harold Mercer, Clerk.

Received 8:01 A. M. Aug. 29, 1940.

BE IT KNOWN BY THESE PRESENTS, That CONNECTICUT GENERAL LIFE INSURANCE COMPANY a corporation organized and existing under the laws of the State of Connecticut, does hereby release a certain Mortgage Deed made by High Ledge Homes, Incorporated, to Connecticut General Life Insurance Company dated June 3, 1940, and recorded in the Town Clerk's Office of the Town of West Hartford, County of Hartford, in the State of Connecticut in Vol. 154, page 82, and does hereby acknowledge payment in full of the debt secured by said mortgage.

IN WITNESS WHEREOF, said CONNECTICUT GENERAL LIFE INSURANCE COMPANY has caused its corporate seal to be hereto affixed, and this instrument to be executed by its Vice-President and attested by its Assistant Secretary, at Hartford, in the State of Connecticut, this the nineteenth day of August, 1940.

(Corp. Seal)
CONNECTICUT GENERAL LIFE INSURANCE COMPANY

By R. H. Cole
R. H. Cole, Vice-President.

Attest: C. G. Worsham, Assistant Secretary.

Signed, Sealed, and Delivered in presence of

Helen Malone
Helen Malone

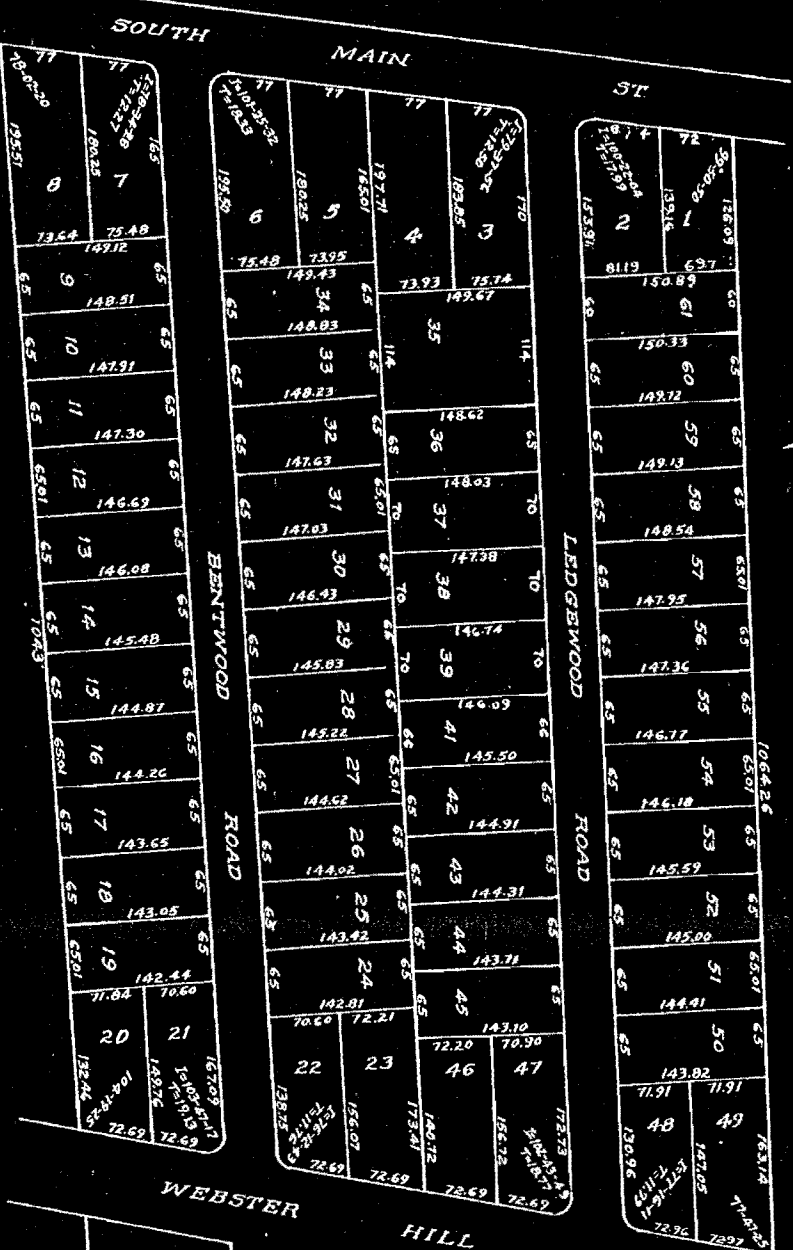
N. McKerracher
N. McKerracher

Hartford, Connecticut, August 19, 1940.

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

W.H. Map 218
 W.H. 152 - 2224/235

SECTION ONE
 HIGH LEDGE TRACT
 OWNED BY
R.G. BENT CO.
 West Hartford, Conn.
 Scale 1:100 - August 1937
 Oslerling & Salmonson
 Land Surveyors



Note: Radii at street corner = 25 feet
 Distances to street intersections

We hereby certify that this map is substantially correct
 C.H. Salmonson



Map 222

WH

(Vol. 152, pg 224)

Section Two

HIGH LEDGE TRACT

OWNED BY

R. G. BENT CO.

West Hartford, Conn.

Scale 1"=100' - April 1938

Osterling & Salmontsen, Land Surveyors

The layout of new street corners is shown in accordance with G.S. Sec. 12-106

R. L. Salmontsen, Town Clerk

April 24, 1938



Received April 26, 1938
C. C. Tommerson, Town Clerk

Note: All radii of street corners are 15 feet
Distances to intersection of street lines.

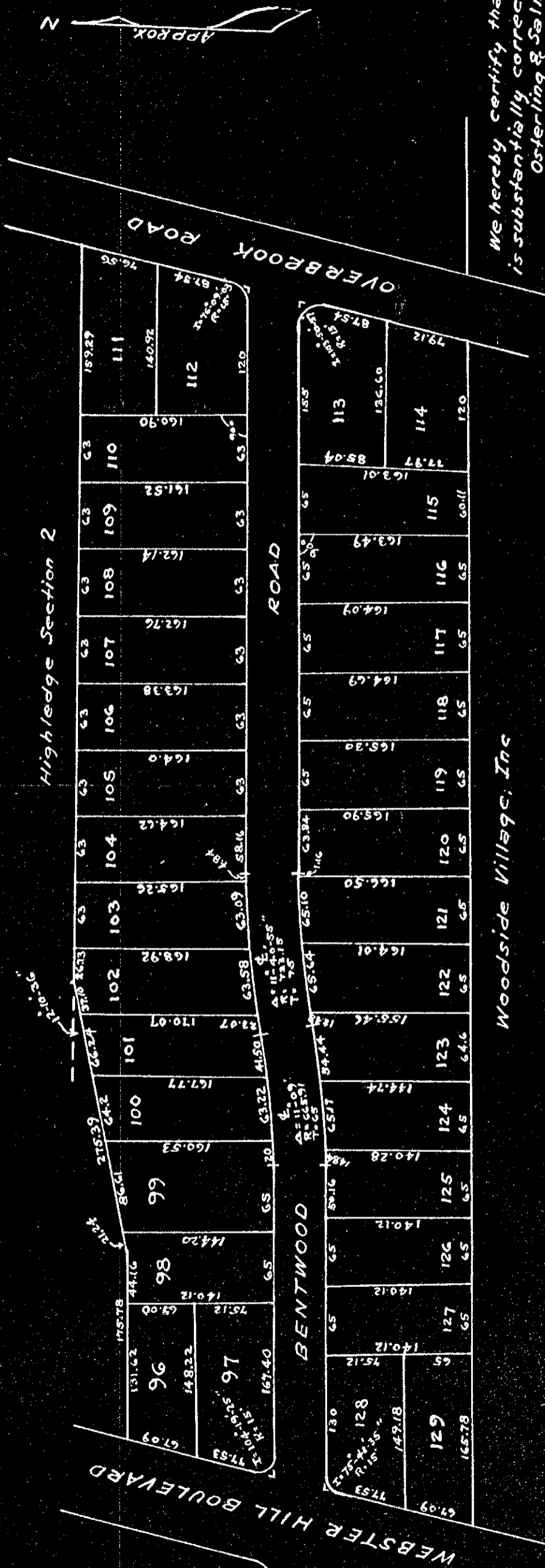
We hereby certify that this map is substantially correct
Osterling & Salmontsen by J. J. Salmontsen

Section Three
HIGHLEDGE TRACT

owned by
R. G. Bent Company
West Hartford, Conn
Scale 1" = 100' March 1940
Osterling & Salmonsen - Surveyors

5 340

Highledge Section 2



We hereby certify that this map
is substantially correct.
Osterling & Salmonsen
By Eric Q. Osterling

Woodside Village, Inc

map 247 WH (vol 152, pg 224)