

AGREEMENT BETWEEN ROBERT S. PENNOCK, THEODORE P. GOULD, GEORGE G. BROAD, STANLEY F. EMERICK and ANNE DURSTON EMERICK, his wife, and WILLIAM L. BROAD, As Owners of Certain Lands in Lot 74, Town of Manlius, County of Onondaga, New York

THIS AGREEMENT, by and between ROBERT S. PENNOCK, of the Town of Gouverneur, County of St. Lawrence, New York, THEODORE P. GOULD, of the Town of Dewitt, County of Onondaga, New York, GEORGE G. BROAD, of 815 Comstock Avenue, in the City of Syracuse, County of Onondaga, New York, STANLEY F. EMERICK and ANNE DURSTON EMERICK, his wife, both of 532 Elm Street, in the City of Syracuse, County of Onondaga, New York, and WILLIAM L. BROAD, of 302 Elm Street, in the Village of Fayetteville, County of Onondaga, New York,

WITNESSETH:

Whereas, the parties hereto are amongst themselves the owners in fee of certain parcels of land in Lot 74, Town of Manlius, County of Onondaga, New York, as described in the following deeds: Bert E. Baldwin and Mae Clifford Baldwin, his wife, to Robert S. Pennock, dated September 18, 1936, and recorded on April 30, 1937 in Onondaga County Clerk's Office in Book of Deeds 831 at Page 113, &c.; Edith E. Mott, as Administratrix, etc. of Charles N. Mott, Deceased, to William L. Broad, dated December 31, 1936, and recorded on that day in Onondaga County Clerk's Office in Book of Deeds 820 at Page 369, &c.; Genevieve Straub to Stanley F. Emerick and Anne Durston Emerick, his wife, dated April 22, 1937 and recorded on April 23, 1937 in Onondaga County Clerk's Office in Book of Deeds 830 at Page 326, &c.; John A. Mott and Kathryn L. Mott, his wife, to Stanley F. Emerick and Anne Durston Emerick, his wife, dated April 27, 1937 and recorded on April 28, 1937 in Onondaga County Clerk's Office in Book of Deeds 830 at Page 524, &c.; Marjorie M. Howe to Robert S. Pennock, Theodore P. Gould, George G. Broad and William L. Broad, dated August 24, 1938 and recorded on August 31, 1938 in Onondaga County Clerk's Office in Book of Deeds 877 at Page 396, &c.;

and Robert S. Pennock, Theodore P. Gould and William L. Broad to George G. Broad, dated January 24, 1940 and recorded on March 15, 1940 in Onondaga County Clerk's Office in Book of Deeds 924 at Page 482, &c.; and,

Whereas, all of said parcels are contiguous one to the other and are all part of and amongst themselves comprise the whole of that tract of land deeded by Hiram Eaton and Zada Eaton, his wife, to Frank Theo. Mott by deed dated July 10, 1875 and recorded on July 23, 1875 in Onondaga County Clerk's Office in Book of Deeds 204 at Page 335, &c., and formerly known as the Mott Farm; and,

Whereas, all of the parties hereto, for the mutual advantage of each and all of the parcels included in said lands, desire to impose certain restrictions upon the future development of said lands as a residential locality,

NOW, THEREFORE, we, the undersigned, Robert S. Pennock, Theodore P. Gould, George G. Broad, Stanley F. Emerick, Anne Durston Emerick, and William L. Broad, as owners of the said several parcels of land, do hereby covenant and agree each with the other that the lands hereinafter described shall be subject to the restrictions hereinafter set forth, that such restrictions shall be embodied in any contract or conveyance of any part thereof during the period of twenty-five years from December 20, 1941, that such restrictions shall be covenants running with the land and binding any present or subsequent interest or estate therein for said period, unless cancelled or altered by written instrument signed and acknowledged by all the parties herein restricted or the respective successors and assigns of such parties, and that at the end of said period of twenty-five years the said covenants shall be automatically extended for successive periods of ten years unless within one year before the end of any such ten year period it is agreed by the concurring vote of the then owners of a majority of the

acreage in all of said lands to terminate the restrictions in whole or in part, in which event said vote of said majority shall be sufficient so to terminate the restrictions in whole or in part.

The restrictions are as follows:

1. The lands which shall be subject to these restrictions are all those lands, being a part of Original Lot No. 74 in the Town of Manlius, County of Onondaga, State of New York, described in and conveyed by a deed from Hiram Eaton and Zada Eaton, his wife, to Frank Theo. Mott, dated July 10, 1875 and recorded on July 23, 1875 in Onondaga County Clerk's Office in Book of Deeds 204 at Page 335, &c., said lands being now owned amongst themselves by the parties hereto as hereinabove set forth.

2. For the purpose of these restrictions a "lot" is defined as any portion of said lands having at least 150 foot frontage on the road adjoining and running through said lands. No structure of any kind shall be built or permitted to remain on any part of the lands other than on such a "lot".

3. No lot shall contain more than one single-family dwelling house, to be erected and used solely for residential and dwelling purposes, plus a private garage (which may be attached to the house), and other outbuildings except outdoor toilets.

4. No portion of any structure shall be within seventy-five (75) feet of the center of the road adjoining and running through these lands, measured at right angles from said road.

5. No portion of any dwelling house shall be within fifty feet of any portion of any other dwelling house.

6. No structure shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location of such structure have been approved in writing by a majority of a committee composed of Stanley F. Emerick and William L. Broad and such architect as said Emerick and Broad may from time to time designate if they so choose, or their authorized representa-

tive, for conformity and/or harmony of external design of existing structures on the lands hereby restricted and as to the location of the structure with respect to other structures and to the road. In the case of the death of any member or members of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within thirty days after plans have been submitted to it, or if no suit to enjoin the erection of such structure or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation by the person who desires to build or alter any such structure. Said committee shall act and serve until a successor committee is appointed, and each successor committee shall continue so to serve until its successor committee is so appointed. Successor committees may be appointed at the end of each five year period commencing with the period ending December 20, 1946 by written instrument signed by the then owners of a majority of the acreage in all of said lands, designating the persons to comprise such successor committee, such instrument to be duly recorded in the Onondaga County Clerk's Office. Any such successor committee shall have all the powers subject to the same limitations as are delegated herein to the committee herein named.

In the event of the death of all members of the original or any successor committee during the period of the committeeship, an interim successor committee may be appointed, in like manner and with the same powers as a successor committee, to serve until the next successor committee is appointed.

The words "structure" or "structures", as used in this section "6" shall include a fence or fences.

7. No fence (other than a separate fence for use in connection with a tennis court) erected within 150 feet of the road running through the lands shall exceed 48 inches in height of solid construction, nor exceed 6 feet in height over all.

8. No business of any kind other than the raising and sale of farm crops or of flowers, fruits or vegetables, shall be conducted on any part of said lands.

9. No persons of any race other than the Caucasian race shall own, use or occupy any structure, except that this restriction shall not prevent occupancy by domestic servants of a different race residing with an owner or tenant.

10. No trailer, basement, tent, shack, or barn shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

11. No dwelling costing less than \$7,500.00, excluding the cost of land grading, shrubbery, etc., shall be built on any lot, provided that a habitable permanent portion of such dwelling house may be built at an actual cost of not less than \$6,000.00, exclusive of cost of land grading, shrubbery, etc.

12. The foregoing restrictions and covenants shall continue for a period of twenty-five years from December 20, 1941, unless cancelled or altered by written instrument signed and acknowledged by all of the then owners of the property so restricted, and the same shall be deemed covenants running with the land.

13. If the parties hereto, or any of them, or their executors, administrators, heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other such party or his executors, administrators, heirs or assigns, then owning any real property included among the lands hereby restricted to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and to prevent him

or them from so doing and/or to recover damages or other dues or penalties for such violation.

14. Invalidation of any one or any part of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other covenants and restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 20th day of December, 1941.

Robert B. Cumock (L.S.)

Theodore P. Gould (L.S.)

Wm L. Broad (L.S.)

Stanley J. Emrich (L.S.)

Gene Wurstou Peeverick (L.S.)

William L. Broad (L.S.)

STATE OF NEW YORK }  
COUNTY OF ONONDAGA } SS:  
CITY OF SYRACUSE }

On this 20th day of December, 1941, before me personally appeared THEODORE P. GOULD and WILLIAM L. BROAD, to me known and known to me to be the same persons described in and who executed the foregoing Agreement, and they severally duly acknowledged to me that they executed the same.

Maynie W. Howe

Notary Public, Onondaga Co. N. Y.

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) SS:

On this 20<sup>th</sup> day of December, 1941, before me personally appeared STANLEY F. EMERICK and ANNE DURSTON EMERICK, his wife, to me known and known to me to be the same persons described in and who executed the foregoing Agreement, and they severally duly acknowledged to me that they executed the same.

Dewey H. Bruce  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) SS:

On this 22<sup>nd</sup> day of December, 1941, before me personally appeared GEORGE G. BROAD, to me known and known to me to be the same person described in and who executed the foregoing Agreement, and he duly acknowledged to me that he executed the same.

Maryne T. Horne  
Notary Public, Onondaga Co. N. Y.

STATE OF NEW YORK )  
COUNTY OF Onondaga ) SS:

On this 23<sup>rd</sup> day of December, 1941, before me personally appeared ROBERT S. PENNOCK, to me known and known to me to be the same person described in and who executed the foregoing Agreement, and he duly acknowledged to me that he executed the same.

George S. Sullivan  
Notary Public

Recorded this 26<sup>th</sup> day of December 1941  
at 1:08 P. M. P. M. Holland Clerk