

JOHN H. WELLS and LUCIA WELLS, his wife, of the Village of Fayetteville, Onondaga County, New York, parties of the first part,

to and with

RICHARD M. HOOKER and HELEN I. HOOKER, his wife, of the Village of Fayetteville, Onondaga County, New York, parties of the second part,

WHEREAS parties of the first part are the owners in fee simple of a certain tract of land, being part of Farm Lots 75 and 76 in the Town of Manlius, New York, and which tract is known as "Wellwood Manor", and which full tract is described and shown on a map thereof by William S. Gere, licensed engineer and land surveyor, dated June 10, 1940, certified September 24, 1940, approved by the New York State Board of Health on September 26, 1940 and filed in the office of the Clerk of the County of Onondaga on September 28, 1940, and

WHEREAS said parties of the first part desire to secure said tract so that it will be and remain a desirable and attractive residential locality, and have for such purposes determined and agreed with the parties of the second part, to impose on said tract the covenants and restrictions hereinafter mentioned, and

WHEREAS parties of the second part are about to purchase from the parties of the first part a portion of the land in said tract, provided said covenants and restrictions are made,

NOW, THEREFORE, the parties hereto agree to and with each 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 October 7th., 1940, and that such restrictions shall be covenants running with the land and binding any subsequent interest or estate therin for said period unless cancelled or altered by written instrument

signed and acknowledged by all of the parties herein restricted, or the successor owners thereof, and at the end of the said period the said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots, it is agreed to change the covenants in whole or in part:

1. The lands which shall be subject to such restrictions are as follows:

*Manhasset*

ALL of the lots of the "Wellwood Manor" Tract, as shown on a map thereof made by William S. Gere, C. E., dated June 10, 1940, certified September 24, 1940 and filed in the Onondaga County Clerk's Office on September 28, 1940.

2. None of the said lots as shown on said map shall be used for any but dwelling and residential purposes.

3. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stores in height and a private garage for not more than two cars.

4. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of Paul A. Wells, John H. Wells and Harold B. Davenport or their authorized representative, for conformity and harmony of external design of existing structures in the subdivision; and as to the location of the building with respect to property and building setback lines. 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 building, 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. Said committee shall act and serve until October 7th., 1945, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing, duly recorded among the land records, their authorized representative who thereafter shall have all of the powers, subject to the same limitations as were previously delegated herein to the aforesaid committee.

5. Every building erected on any residential building plot of the aforesaid Wellwood Manor Tract, shall be strictly located with reference to the building lines shown on the map of said Tract made by William S. Gere, C. E., dated June 10, 1940, certified September 24, 1940 and filed in the Onondaga County Clerk's Office on September 28, 1940. No building, excepting a garage or other outbuilding, shall be located nearer than five (5) feet to any side lot line, except that a garage not to exceed two cars, may be attached to the residence, and no fence shall be erected except on the side or rear lines of any lot, and such fence shall not exceed thirty-six inches (36") in height, and shall be erected wholly on said lot. ~~No fence or wall attached to a building or structure shall be erected on any side or front line which shall be nearer than six feet from the front line.~~

6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may or may become an annoyance or nuisance to a neighborhood.

7. No persons of any race other than the Caucasian 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.

8. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract 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.

9. No dwelling costing less than \$6500.00 shall be permitted on Lots Numbers 1, 2, 3 and 52 of said tract, and no dwelling costing less than \$4500.00 shall be erected on Lots Numbers 4, 5, 6, 7, 8, 9, 10, 11, 12, 43, 44, 45, 46, 47, 48, 49, 50 and 51 of said tract, and no dwelling costing less than \$4000.00 shall be erected on any of the remaining lots in said tract. The ground floor area of the main structure of any such dwelling, exclusive of one story porches and garages, shall be not less than 700 square feet in the case of a one-story structure, nor less than 500 square feet in the case of a one and one-half, two or two and one-half story structure.

10. In the event that an entire lot and a portion of an adjoining lot shall be sold to any subsequent purchaser, it is understood and agreed that the foregoing restrictions and covenants shall be construed as meaning that the lot upon which he shall build shall include the entire width of the lot and/or portion of adjoining lot so purchased and that the whole thereof shall be considered as one lot for the purposes of such restrictions and covenants, and that the same shall apply to the parties of the second part as well as to any other subsequent purchaser.

11. The foregoing restrictions and covenants shall continue for a period of twenty-five (25) years from October 7th., 1940 unless cancelled or altered by written instrument signed and acknowledged by all of the owners or successor owners of the property so restricted, and the same shall be deemed covenants running with the land.

12. 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.

13. 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, the parties have set their hands and seals this 7th day of October, 1940.

John H. Wells L.S.  
Lucia Wells L.S.  
Richard M. Hooker L.S.  
HeLEN I. Hooker L.S.

STATE OF NEW YORK )  
 COUNTY OF ONONDAGA ) SS:.  
 CITY OF SYRACUSE )

On this 7<sup>th</sup> day of October, 1940 before me,  
 the subscriber, personally came JOHN H. WELLS and LUCIA WELLS, his  
 wife, and RICHARD M. HOOKER and HELEN I. HOOKER, his wife, to me  
 known, and known to me to be the individuals described in and who  
 executed the foregoing agreement, and they duly severally acknow-  
 ledged to me that they executed the same.

Alleen R. Longhini  
 Notary Public, Onondaga Co., N.Y.

Recorded this 9th day of October 1940

at 2:32 P.M. Pollard A. Brown, Clerk