

ERNEST C. EDWARDS and EMILY KATE EDWARDS, his wife, of the Town of DeWitt, Onondaga County, New York, parties of the first part,

to and with

MARSHALL H. SAVAGE of 116 Redfield Place, Syracuse, New York, party of the second part.

WHEREAS the parties of the first part are the owners in fee simple of a certain tract of land being Part of Farm Lot 63 DeWitt and situate in the Town of DeWitt, Onondaga County, New York, and known as "Lyndonlea", formerly "Beverly Heights", which full tract is described and shown on an amended map of Beverly Heights Tract approved by Nelson F. Pitts, City Engineer, and the Syracuse Park and Planning Commission May 6, 1940, except as to certain lots therein which have been sold and to which reference is hereafter made, and

WHEREAS said parties of the first part desire to secure a portion of said tract, with certain exceptions hereinafter mentioned, so that such portion will be and remain a desirable and attractive residential locality, and have for such purpose determined and agreed with the party of the second part to impose on such portion, except as hereinafter set forth, the covenants and restrictions hereinafter mentioned, and

WHEREAS the party of the second part is about to purchase from the parties of the first part certain lands in said tract provided said covenants and restrictions are made,

NOW, THEREFORE, the said parties 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 May 1, 1940 and that such restrictions shall be covenants running with the land and binding any subsequent interest or estate therein for said period unless canceled or altered by written instrument signed and acknowledged by all of the owners of the property herein restricted, or the successor owners thereof; and at the end of 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 the lots, it is agreed to change the said covenants in whole or in part:

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

All of the lots of the Lyndonlea Tract, as shown by an amended map of Lyndonlea, formerly Beverly Heights, made by M. B. Palmer, C.E., No. 2527, dated May 6, 1940 and approved by Nelson F. Pitts, City Engineer, and Syracuse Planning and Parks Commission, and filed in Onondaga County Clerk's office May 23, 1940, excepting Lots 1 and 29 which already have houses upon them, excepting also Lots 30 and 31 fronting on East Genesee Street, sometimes called the Fayetteville Road, which are conceded and agreed to be business lots and excepting also Lot 32 fronting on Edwards Street and excepting also Lots 2, 3 and 7 which have heretofore been sold and the deeds to which contained restrictions of not less than \$5,000.00 as to the minimum cost of dwellings to be erected thereon and a minimum front set back line of 30 feet for any such dwelling.

2. None of the said lots as shown on said map, except for the lots so reserved or excepted, to wit, Nos. 1, 2, 3, 7 shall be used for any but dwelling and residential purposes.

3. All lots in the tract shall be known and described as residential lots, except Lots 29, 30, 31 and 32. No structures shall be erected, altered, placed or permitted to remain on any residential building plot not excepted as above set forth and not already built upon, 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 Ernest C. Edwards, H. Jerome Edwards and Carl E. Dorr 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 June 1, 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. No building shall be located on any residential building plot to be hereinafter erected, nearer than 30 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a garage or other outbuilding located 80 feet or more from the front lot line, shall be located nearer than 10 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 36 inches in height and shall be erected wholly on said lot. No residence or attached appurtenance shall be erected on any lot, the front wall of which shall be farther than 40 feet from the front lot 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 \$5,000.00 shall be permitted on any lot lying between East Genesee Street on the south and (including) lots 23 and 54, and no dwelling costing less than \$4,000.00 shall be permitted on any of the lots extending for a distance of 1000 feet north of such lots 23 and 54. The ground floor area of the main structure of any such dwelling, exclusive of one story open 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. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

11. 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 party of the second part as well as to any other subsequent purchaser.

12. The foregoing restrictions and covenants shall continue for a period of twenty-five years from May 1, 1940 unless canceled 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.

13. 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.

14. 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 17th day of June, 1940.

Ernest C. Edwards (L.S.)
Emily Kate Edwards (L.S.)
Marshall H. Savage (L.S.)

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

On this 17th day of June, 1940 before me, the subscriber personally appeared ERNEST C. EDWARDS AND EMILY KATE EDWARDS to me personally known and known to me to be the individuals described in and who executed the within instrument, and they duly acknowledged that they executed the same.

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

On this 17th day of June 1940 before me the subscriber personally appeared MARSHALL H. SAVAGE, to me known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged that he executed the same.

Mary D. Batson
Notary Public

Recorded this 17th day of June 1940

at 4:03 P.M. Gillard A. Green, Clerk