

PROTECTIVE PROVISIONS
July 8th, 1940.

Respecting the use and enjoyment of "Springside", a subdivision of the Village of Fayetteville, New York and securing the desirable and attractive residential character thereof.

WHEREAS, Jacob E. Gramlich and A. Isabelle Gramlich, his wife, of Fayetteville, New York are the owners of a certain tract of land situate on Lot No. 75, Town of Manlius in the Village of Fayetteville, Onondaga County, New York, known and hereinafter called "Springside" and more fully described together with other property in a Deed of conveyance thereof from Augustus C. Cross as administrator of the goods, chattels and credits of Margaret Cross, to said Jacob E. Gramlich and A. Isabelle Gramlich, his wife, dated the 17th day of January, 1919 and recorded in the Onondaga County Clerk's Office January 20th, 1919 in Book 470 of Deeds at page 554&c. through which tract of land the said Jacob E. Gramlich and A. Isabelle Gramlich, his wife, intend to lay out streets and sub-divide the said premises into building lots for residence purposes only, to the end that "Springside" shall become a desirable and attractive residence section of the Village of Fayetteville, New York, free from objectionable uses or structures.

Now therefore, in consideration of the premises, the said Jacob E. Gramlich and A. Isabelle Gramlich, his wife, hereby agree to and with each sub-division lot owner in "Springside" as follows:

- A. 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 stories in height and a private garage for not more than two cars, excepting present out building on Lot No. 1.
- B. No building shall be erected, placed, or altered on any building plot 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 Jacob E. Gramlich and A. Isabelle Gramlich, his wife, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to 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 there-

of, such approval will not be required. Said Committee or their authorized representative shall act without compensation. Said Committee shall act and serve until January 1, 1946, 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 representatives who thereafter shall have all powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

- C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building shall be located nearer than 10 feet to any side lot line except that the side line restriction shall not apply to a detached garage or other outbuilding located 60 feet or more from the front lot line.
- D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8000 square feet nor a width of less than 60 feet at the front building setback line.
- E. 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.
- F. No persons of any race other than the Caucasian and gentile 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.
- G. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- H. No dwelling costing less than \$4000.00 shall be permitted on any lot in the tract. 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 a one and one-half, two, or two and one-half story structure.
- I. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.
- J. Until such time as a sanitary sewer system shall have been constructed to serve "Springside", a sewage disposal system in accordance with the requirements of the New York State Health Department be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, until it has first passed through an absorption field approved by the health authorities.

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 vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

- L. 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 doing or to recover damages or other dues for such violation.
- M. 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 said Jacob E. Gramlich and A.

Isabelle Gramlich, his wife, have hereunto subscribed their names and affixed their seals the 8th day of July, 1940.

Jacob E. Gramlich S.
A. Isabelle Gramlich S.

STATE OF NEW YORK) SS:
COUNTY OF ONONDAGA)

On this 8th day of July, 1940, before me, the subscriber, personally appeared Jacob E. Gramlich and A. Isabelle Gramlich, his wife, to me personally known and known to me to be the same persons described in and who executed the within Instrument and they acknowledged to me that they executed the same.

Robert V. Naylor

Notary Public

Recorded this 1st day of August 1940
at 9:17 A.M. Folland A. Stearns Clerk