

THIS INDENTURE made this 13th day of October, 1939,
by and between HENRY BENNETT BUCK, ROBERT S. COOK and JANE WOODWARD
COOK, his wife, FRANCIS O. HARBACH and MARGUERITE O. HARBACH, his
wife, and R. GUY COWAN, severally of the Town of Dewitt, Onondaga
County, New York; ONONDAGA COUNTY SAVINGS BANK, a banking corpora-
tion, organized pursuant to the laws of the State of New York,
with its principal office and place of business at Syracuse,
Onondaga County, New York; and FIRST TRUST & DEPOSIT COMPANY, a
banking corporation, organized pursuant to the laws of the State
of New York, with its principal office and place of business at
Syracuse, Onondaga County, New York, as successor to City Bank
Trust Company, and MARJORIE LYPE STACY, as trustees of and under
the last Will and Testament of Willard C. Lipe, deceased,
WITNESSETH:

WHEREAS each of the parties hereto is the owner of or
has an interest in part of the following described premises,
being all the premises situate in Lot Number 84, Town of Dewitt
(formerly Manlius), now or formerly owned by Henry Bennett Buck,
to wit:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town
of Dewitt, County of Onondaga and State of New York, being a
part of the Original Military Lot Number 84 in Dewitt
(formerly Manlius), bounded and described as follows:
Beginning at a stake in the south line of lands formerly
owned by Franklin May at the northeast corner of lands
formerly owned by Willian Babcock; thence south 2 degrees
west on said Babcock's east line 10 chains and 89 links to
a stake; thence north 71 degrees 50' east 2 chains and
82 links to lands formerly deeded by E. O. Clapp to
Alexander Smith; thence north 2 degrees east on the
west line of the last aforesaid lands 10 chains to said
May's south line; thence north 88 degrees west 2 chains
and 42 links along said line to the place of beginning,
containing 2½ acres and 6 rods of land more or less, being
all the lands formerly conveyed by Joseph Bennett and wife
by deed dated October 5, 1853, being the same lands con-
veyed by James W. Wickham and Mary E., his wife, to
Joseph Doherty by warranty deed dated October 22, 1860,
and recorded in Onondaga County Clerk's Office November 13,
1860, in Book of Deeds No. 138 at page 382, etc.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the
Town of Dewitt, County of Onondaga and State of New York,
being a part of Original Lot Number 84 of said Town of

Dewitt (formerly Manlius), bounded and described as follows: Beginning at a point in the west line of said lot, 11 chains and 12 links south of the northwest corner of said lot; thence east parallel with the north line of said lot to a point just 4 rods further west than the most westerly part of the barn a little north of the road; thence south to the center of said road, thence west bearing south along the center of said road to the west line of said lot; thence north on the west line of said lot, being formerly Lyman Burke's east line, 10 chains and 85 links to the place of beginning, containing 20 acres of land, being the south 20 acres of land formerly conveyed by C. M. Foster and wife to Elihu Balsley, which said south 20 acres were subsequently conveyed by Eliza Bostwick, wife of Henry Bostwick, to Joseph Doherty by warranty deed dated August 31, 1861, and recorded in Onondaga County Clerk's Office September 11, 1861, in Book of Deeds No. 141 at page 143, etc.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dewitt, County of Onondaga and State of New York, being part of Original Lot Number 84, Dewitt (formerly Manlius), bounded and described as follows: Beginning at the northwest corner of lands conveyed by Richard Homan and wife to Timothy Cronin by deed dated June 24, 1857, and recorded in Onondaga County Clerk's Office in Book of Deeds No. 230 at page 61; thence south 2 degrees west, 8 chains and 99 links to a cedar stake at said Cronin's southwest corner; thence north 71 degrees 50' east on said Cronin's south line, 1 chain and 71 links to a stake and stones; thence south 2 degrees west on the west line of lands conveyed in 1849 by James B. Sweet and wife to Charles Goodfellow by deed recorded in Onondaga County Clerk's Office in Book of Deeds No. 101 at page 289, to the northeast corner of lands conveyed by Alexander Smith to Dudley Spaulding by deed recorded in Onondaga County Clerk's Office in Book of Deeds No. 182 at page 30; thence south 71 degrees 50' west on said Spaulding's north line to his northwest corner; thence north 2 degrees east on lands conveyed in 1847 by Edmund O. Clapp to Elijah Weston, Jr., by deed recorded in Onondaga County Clerk's Office in Book of Deeds No. 102 at page 130, and the east line of said Doherty's land to Elijah May's south line; thence south 88 degrees east on said south line, 2 chains and 13 links to the place of beginning, containing 2 3/4 acres of land, more or less, and being the same lands conveyed by Tobias Goodfellow and Polly, his wife, to Joseph Doherty by warranty deed dated October 6, 1864, and recorded in Onondaga County Clerk's Office October 8, 1864, in Book of Deeds No. 153 at page 64, etc.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dewitt, County of Onondaga and State of New York, being part of Lot Number 84 in said Town of Dewitt, bounded and described as follows: Beginning at a stake in the southwest corner of a piece of land once contracted by Charles M. Foster and wife to Simeon Hughes and conveyed in 1864 to Timothy Cronin by deed recorded in Onondaga County Clerk's Office in Book of Deeds No. 230 at page 62, etc.; thence north 15 degrees west 4 chains and 53

links to the center of the road; thence south 81 degrees west in the center of said road 7 chains and 50 links; thence south $4\frac{1}{2}$ degrees west 2 chains and 68 links to the northwest corner of what was known as Frank Worden's $3\frac{1}{2}$ -acre lot; thence east 8 chains and 80 links to the place of beginning, containing 3 acres of land, more or less, and being the same premises conveyed by Charles M. Foster and Eliza, his wife, to Joseph Doherty, by warranty deed dated April 23, 1863, and recorded in Onondaga County Clerk's Office April 14, 1892, in Book of Deeds No. 291 at page 167, etc.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dewitt, County of Onondaga and State of New York, being part of Original Military Lot Number 84 in said Town of Dewitt (formerly Manlius), bounded and described as follows: Beginning in the center of the highway leading from High Bridge to Jamesville at the northwest corner of these described premises as owned by Clinton Snook (in 1915), said point of beginning being identified by a stone wall intersecting the south line wall of the highway opposite said point and in line therewith; thence easterly along the center line of said road 1 chain and 80 links to an angle in said road; thence along the center line of said road north 48 degrees 17' east, 4 chains and 51 links to a point in line with a stone wall running southerly on these same premises; thence south 33 degrees 30' east along the center line of said stone wall, 9 chains and 40 links; thence north 89 degrees 43' east along a stone wall, 5 chains and 85 links to a stone wall, the first wall east of Clinton Snook's west line of home farm or residence lot; thence south 3 degrees 56' west, 5 chains and 60 links to a stake and to the margin of the swamp; thence along said margin, south 78 degrees 46' west, 3 chains and 15 links; thence south 87 degrees 18' west, 1 chain and 67 links; thence south 74 degrees 47' west, 2 chains; thence south 88 degrees 13' west, 2 chains and 32 links; thence south 77 degrees 48' west, 2 chains and 20 links; thence south 63 degrees 53' west, 3 chains; thence south 70 degrees 23' west, about 2 chains and 50 links to the west line of these premises as owned and occupied by said Clinton Snook; thence northerly 8 chains and 99 links on said west line (being also formerly French's east line) to a stone wall; thence north 89 degrees 43' east on said stone wall 2 chains and 17 links to a corner and an intersecting wall; thence northerly on said wall 4 chains and 53 links to the place of beginning, being all the land formerly owned and possessed by Clinton Snook as above described, extending south from the above highway to or into the swamp and on said Lot Number 84, Town of Dewitt, the boundary lines of which said lands were determined by a survey thereof made by F. J. Schnauber, C. E., on or about September 26, 1930, in accordance with the boundary lines of occupation on said date, being the same lands conveyed by Clinton Snook and Helen J. Snook to Oliver D. Burden and Clifford H. Searl, as copartners, by warranty deed dated April 21, 1915, and recorded in Onondaga County Clerk's Office January 8, 1918, in Book of Deeds No. 464 at page 416, etc., and thereafter conveyed by said Oliver D. Burden and Irene De T. Burden, his wife, and said Clifford H. Searl and Anna T. Searl,

his wife, to Lena C. Ryan by warranty deed dated March 20, 1920, and recorded in Onondaga County Clerk's Office on May 10, 1920, in Book of Deeds No. 489 at page 308, etc., in which said conveyances the angles and certain courses appear to have been incorrectly stated. /

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dewitt, County of Onondaga and State of New York, being part of Original Lot Number 84, Dewitt (formerly Manlius), bounded and described as follows: Beginning in the south line of land formerly owned by Charles M. Foster at the northwest corner of lands conveyed in 1854 by Nicholas Wickham and wife to Anthony Hartop by deed recorded in Onondaga County Clerk's Office in Book of Deeds No. 119 at page 352, etc., which is south 88 degrees east 8 chains from Lyman Burke's southeast corner; thence south $1\frac{1}{4}$ degrees east on the west line of lands formerly owned by said Hartop, by Joseph Doherty, and by C. C. Goodfellow, 25 chains and 30 links; thence west on the north line of lands conveyed in 1836 by Robert Fleming and wife to Asel Willcox by deed recorded in Onondaga County Clerk's Office in Book of Deeds No. 66 at page 459, etc., 7 chains and 95 links, to the west line of said lot No. 84; thence north $1\frac{1}{4}$ degrees east on said west line 25 chains and 50 links to the center of the road; thence east in said road and on said south line of lands formerly owned by said Charles M. Foster, south 88 degrees east 8 chains to the place of beginning, being the same premises conveyed to Timothy Cronin by James O'Brien, and Bridget, his wife, by warranty deed dated November 11, 1866, and recorded in Onondaga County Clerk's Office January 3, 1867, in Book of Deeds No. 163 at page 159, etc.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dewitt, County of Onondaga and State of New York, being part of Original Lot Number 84 (formerly Manlius), bounded and described as follows: On the north by the center line of the road leading from lands formerly owned by Charles M. Foster to and past lands formerly owned by Addison M. Burke; on the east by lands formerly owned by Joseph Doherty; and on the south by lands formerly owned by Timothy Cronin, being a narrow and triangular piece of land containing about $1\frac{1}{2}$ acres, more or less, and being the same premises conveyed by Charles M. Foster and Eliza Foster, his wife, to Timothy Cronin by warranty deed dated February 17, 1869, and recorded in Onondaga County Clerk's Office February 25, 1869, in Book of Deeds No. 174 at page 194, etc.

The foregoing described parcels of land are intended to be the same premises conveyed to Henry Bennett Buck by Warren A. Wischerath and Elizabeth G. Wischerath, his wife, by warranty deed dated April 21, 1934, and recorded in the Onondaga County Clerk's Office April 25, 1934, in Book 737 of Deeds at page 277 &c.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dewitt (formerly Manlius), County of Onondaga and State of New York, being part of Original Lot Number eighty-four (84) in said Town, bounded and described as follows, to wit: Beginning at the southwest corner of

lands formerly owned by Anthony Hartop, and running thence east on the south line thereof about twelve (12) rods, more or less, to the southeast corner of the same; thence north on the east line of said lands about twenty (20) rods to the northeast corner thereof; thence east on the south line of lands formerly owned by Charles Foster and by Franklin May to the northeast corner of lands deeded by William Babcock and wife to Peter Blind in 1862; thence south on the east line of said latter lands (being in 1864 the west line of lands owned by Joseph Doherty) ten (10) chains and eighty-nine (89) links to the north line of lands formerly owned by Elijah Weston; thence west bearing south on the north line of lands formerly owned by said Weston to the east line of lands formerly owned by George S. Loomis; thence north on the east line of lands formerly owned by said Loomis, to the place of beginning, containing four and one-half ($4\frac{1}{2}$) acres and two (2) rods of land, and being the same lands deeded to said Peter Blind by Franklin Warden and wife September 10, 1860, and by William Babcock and wife January 10, 1862, which said deeds are recorded in the Onondaga County Clerk's Office in Book of Deeds No. 138 at page 264, and in Book of Deeds No. 148 at page 424, respectively, said premises being the same premises conveyed to George Dougherty by Peter Blind and Charlotte S. Blind, his wife, by warranty deed dated October 4, 1864, and recorded in the Onondaga County Clerk's Office October 8, 1864, in Book of Deeds No. 153 at page 63, etc., being the same lands conveyed to Henry Bennett Buck by Charles H. Dougherty and Edith M. Dougherty, his wife, and Bert A. Reals by warranty deed dated April 24, 1934, and recorded in Onondaga County Clerk's Office April 25, 1934, in Book 737 of Deeds at page 282 &c.

ALSO ALL THAT TRACT OR PARCEL OF LAND, being part of Original Lot Number eighty-four (84) in the Town of Dewitt (formerly Manlius), County of Onondaga and State of New York, described in 1854 as follows: Beginning at the northwest corner of lands conveyed by John Alderman and wife to Judah B. Thompson by deed dated April 14, 1851, and running thence south parallel with the east line of lands formerly owned by William Read twenty (20) rods to lands formerly owned by E. O. Clapp; thence east on the line of said latter lands twelve (12) rods; thence north parallel with the first aforesaid line twenty (20) rods to the lands of Charles Foster; thence west on said Foster's south line twelve (12) rods to the place of beginning, containing one and one-half ($1\frac{1}{2}$) acres of land, more or less; being the same premises conveyed by Nicholas Wickham and Rosette, his wife, to Anthony Hartop by warranty deed dated September 27, 1854, and recorded in the Onondaga County Clerk's Office February 12, 1855, in Book of Deeds No. 119 at page 352, etc., and being the same premises conveyed to Henry Bennett Buck by Arthur Morse and others by quitclaim deed dated January 3, 1936, and recorded in Onondaga County Clerk's Office January 31, 1936, in Book 792 of Deeds at page 120 &c.

and

WHEREAS the parties hereto are mutually desirous of restricting the use and occupation of said property for the mutual

protection and increased enjoyment and benefit of the owners thereof,

NOW THEREFORE, the parties hereto, in consideration of the premises and of One Dollar (\$1.00) to each in hand paid by the others, do hereby establish the following restrictive covenants affecting the above-described property, to wit:

1. No structure shall be erected on any plot other than one detached, single-family dwelling with garage, stable, studio, lodge, guest house and/or other appropriate outbuildings.
2. No structure shall be erected nearer than one hundred (100) feet to the center line of Woodchuck Hill Road, nor shall any dwelling be erected nearer than twenty-five (25) feet or any outbuilding nearer than ten (10) feet to any plot side line.
3. No plot shall have a frontage of less than two hundred (200) feet nor an area of less than two (2) acres of land.
4. No plot shall be used for other than residential purposes.
5. No building on any plot shall be used or occupied other than by members of the Caucasian race, except that this covenant shall not prevent occupancy by domestic servants of a different race employed by an owner or tenant.
6. No dwelling erected upon any plot shall exceed two and one-half stories in height, and every dwelling erected thereon shall be designed by a registered architect and shall conform to and be in harmony with existing neighboring dwellings.
7. No dwelling shall be erected having a ground-floor square-foot area, including attached garage ^{excluding} but/porches, of less than twelve hundred (1200) square feet in the case of a one-story dwelling or less than nine hundred (900) square feet in the case of a dwelling having more than one story.
8. No building shall be commenced until the plans and design therefor shall have been first submitted to and approved in

writing by Henry Bennett Buck, or, in case of his death, disability, absence from the country or refusal to act, until said plans and design have been first submitted to and approved in writing by a registered architect appointed for the purpose by a majority of the record owners of plots which have an area equal to or exceeding two acres.

9. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected upon any plot, other than a guest house, lodge or garage with servants' quarters, shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

10. These covenants and restrictions are to run with the land and shall be binding on all the parties hereto and all persons claiming under them, until January 1, 1965, at which time said covenants and restrictions shall terminate, except that said covenants and restrictions may be continued and extended by agreement of seventy-five percent (75%) in number of the then owners of plots having an area of at least two acres.

11. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1965, or during the time of any extension thereof, it shall be lawful for any other person or persons owning any other plot 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 either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

13. No covenant or restriction contained in paragraphs numbered "2," "6," "7" and "8" hereof shall apply to any now existing structure, nor shall any covenant or restriction contained in paragraphs numbered "2," "7" and "8" hereof apply to the substantial duplication upon its present location of any now existing structure which may hereafter be in whole or in part destroyed.

14. The foregoing restrictions shall be contained in all conveyances hereafter made by the parties hereto, their heirs, executors, administrators, successors and assigns, of any portion of the real property herein described, but the said Henry Bennett Buck reserves to himself, his heirs, executors, administrators and trustees, the right to waive minor violations now or hereafter existing of these restrictions.

These restrictions shall run with the land and shall be binding upon the respective parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their respective duly authorized officers and their corporate seals to be affixed hereto, the day and year first above written.

Henry Bennett Buck (L.S.)

Robert S. Cook (L.S.)

James Macdonald Cook (L.S.)

Francia O'Harbach (L.S.)

Marguerite O'Harbach (L.S.)

R. Guy Cowan (L.S.)

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ONONDAGA COUNTY SAVINGS BANK

By John E. Hunt
Vice-President

FIRST TRUST & DEPOSIT COMPANY

By OB Johnson
as Successor to City Bank Trust
Company
andMajor Lipe & Son (L.S.)As Trustees of and under the Last
Will and Testament of Willard C.
Lipe, DeceasedSTATE OF Connecticut
COUNTY OF New London) SS.:On this 13th day of October, 1939, before me, the subscriber, personally appeared HENRY BENNETT BUCK, to me personally known and known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

My Commission Expires Feb. 1, 1942

My Commission Expires Feb. 1, 1942

Reeth B. Bundy
Notary PublicSTATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:On this 13th day of October, 1939, before me, the subscriber, personally appeared ROBERT S. COOK and JANE WOODWARD COOK, his wife, to me personally known and known to me to be the same persons described in and who executed the foregoing instrument, and they duly and severally acknowledged to me that they executed the same.William S. Johnson
Notary PublicSTATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:On this 3rd day of October, 1939, before me, the subscriber, personally appeared FRANCIS O. HARBACH and MARGUERITE O. HARBACH, his wife, to me personally known and known to me to be the same persons described in and who executed the foregoing instrument, and they duly and severally acknowledged to me that they executed the same.William S. Johnson
Notary Public

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

On this 14th day of ^{November} October, 1939, before me, the subscriber, personally appeared R. GUY COWAN, to me personally known and known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Schuyler L. Black
Notary Public

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

On this 19th day of October, 1939, before me, the subscriber, personally appeared JOHN E. HUNT, to me personally known, who, being by me duly sworn, did depose and say that he resides in Syracuse, New York; that he is the Vice-President of the ONONDAGA COUNTY SAVINGS BANK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Schuyler L. Black
Notary Public

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

On this 14th day of ^{Nov.} October, 1939, before me, the subscriber, personally appeared John E. H. Kieran, to me personally known, who, being by me duly sworn, did depose and say that he resides in Syracuse, New York; that he is the ~~only~~ ^{trustee} ~~trust~~ of the FIRST TRUST & DEPOSIT COMPANY, the corporation described in and which executed the foregoing instrument as successor to City Bank Trust Company and as one of the trustees of and under the last will and testament of Willard C. Lipe, deceased; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

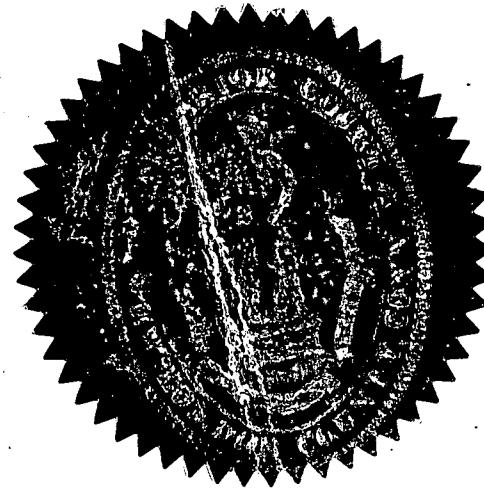
John E. H. Kieran
Notary Public

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

On this 14th day of ^{Nov.} October, 1939, before me, the subscriber, personally appeared MARJORIE LIPE STACY, to me personally known and known to me to be the same person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same as one of the trustees of and under the last will and testament of Willard C. Lipe, deceased.

John E. H. Kieran
Notary Public

State of Connecticut
COUNTY OF NEW LONDON
County Clerk's Office.



I, WILLIAM H. SHIELDS, Clerk of said County and of the Superior Court in and for said County, the same being a Court of Record, having by law a seal hereby certify

That RUTH R. BUNDY whose name is subscribed to the certificate of proof, acknowledgment, or affidavit of the annexed instrument, and thereon written, was, at the time of taking such proof, acknowledgment or affidavit, a Notary Public, ~~Commissioner of the Superior Court, Justice of the Peace, within and for said County, residing in said County, duly appointed, commissioned and sworn, and authorized by the laws of said State, to administer oaths, and take the acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments, in said State, and other instruments to be recorded therein, and to certify the same; that full faith and credit are and ought to be given to his official acts; and I further certify that I have compared the signature to the original certificate with that deposited in this office by such person and verily believe that the signature to the attached certificate is her ~~his~~ genuine signature and said certificate is not required to be under seal, and the person signing such certificate is not required by law to file in this office an impression of his official seal.~~

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at Norwich, in said County and State, on the 13th day of October..... 19.39..

By WILLIAM H. SHIELDS Clerk
Ruth R. Bundy Asst. Clerk

Recorded this 14th day of November 1939

at 4:17 P.M. Goland A. Stearns Clerk