

BOOK

784 PAGE 382

\$ / .50 (U.S.I.R. CANCELLED)

# This Indenture

Made the 19<sup>th</sup> day of October Nineteen Hundred and thirty-five

Between MABEL V. BINGLE, widow, residing at 101 Avondale Place, Syracuse, New York

part y of the first part, and

HOLDEN F. HILLS and ANINA DeZENG HILLS, his wife, both residing at 646 Dewitt Street, Syracuse, New York, as tenants by the entirety and not as tenants in common

part ies of the second part;

Witnesseth, that the party of the first part, in consideration of

One Thousand Two Hundred - - - - - Dollars

(\$ 1,200.00 ) lawful money of the United States,

to her in hand

paid by the parties of the second part,

do es hereby grant and release unto the part ies of the second part,

their heirs

and assigns forever, all THAT TRACT OR PARCEL OF LAND,

situate in the Town of Dewitt, County of Onondaga and State of New York, being part of Farm Lot No. Seventy-two (72) in said Town, bounded and described as follows:- Beginning at a point in the easterly line of said Farm Lot No. Seventy-two (72) on the boundary line between lands owned by the party of the first part and lands owned by Leslie H. Judd and Eva Louise Judd, which point is in the center line of the highway known as Maple Drive, running thence westerly along said Judd's northerly line a distance of Three Hundred Seventy-four and 75/100 (374.75) feet to an iron stake; thence northerly parallel with the easterly line of said farm lot, One Hundred (100) feet to an iron stake; thence easterly parallel with said Judds' northerly line a distance of Three Hundred Seventy-four and 75/100 (374.75) feet to the easterly line of said farm lot; and thence southerly along the easterly line of said farm lot and the center line of said Maple Drive One Hundred (100) feet to the place of beginning, subject to the right, title and interest of the public and any government or subdivision thereof in and to the portion of the above described premises lying and being under Maple Drive.

This conveyance is made and accepted subject to the following restrictive covenants running with the land:-

FIRST:- The premises conveyed and any buildings erected thereon shall be used and occupied for residential purposes only, and shall not be used for the purpose of engaging in or carrying on any trade, manufacture, business or profession of any kind or description or as a school, church, hospital, penal or other public or charitable institution, or as a place of public resort or as a cemetery, or for any commercial use whatsoever, excepting only that a portion of any dwelling house erected thereon may be used as an office for the purpose of engaging in the practice of a profession by a person residing in said dwelling house, provided that nothing herein contained shall be construed to permit the use of said premises or dwelling house for the purpose of engaging in the veterinary business. No swine, poultry, goats or cattle shall be kept upon said premises, excepting that chickens may be kept thereon only as long as said premises shall remain as single parcel, providing such chickens shall be kept and confined within 100 feet of the westerly line of said premises and within 50 feet of the southerly line of said premises. No sand or gravel shall at any time be excavated or dug out of the said premises, except for the purposes of excavating cellars and laying foundations of buildings to be erected thereon, or for use in erecting such buildings or grading or improving said premises.

SECOND:- No buildings except one private first class dwelling house designed and built for use and occupancy by a single family, and necessary outbuildings, shall be constructed or placed on said premises, or any subdivision thereof. Said dwelling house shall have a cellar, shall be at least two stories high, exclusive of the cellar and attic, and shall have a lavatory incorporated therein as an integral part thereof. Said dwelling house shall cost and be reasonably worth not less than the sum of \$5,000.00 and shall have a cubical content of not less than 25,000. cubic feet, exclusive of the cellar. Any garage or other outbuilding constructed on said premises shall conform in architectural design to the dwelling house thereon, and such garage shall be constructed for use by not more than three automobiles. No lavatory detached from said dwelling house shall be erected on said premises and no lavatory shall be erected thereon except as an integral part of the architectural design of said dwelling house. No fences shall be erected on said premises to a height in excess of 4 feet, excepting fences used in connection with the keeping of chickens, as permitted in paragraph number "First." Any septic tank or other means for the

removal, reduction or elimination of sewage, maintained or used on said premises shall at all times be kept in a clean, sanitary and workable condition, provided that if any such septic tank or other means shall become defective or in need of repair that the owner of said premises shall have a reasonable time to repair the same.

THIRD:- No building, dwelling house or other permanent structure, excepting outside steps and fences, shall be erected or kept on said premises within 50 feet of the westerly line of Maple Drive, or within fifty (50) feet of the nearest street line of any street upon which any subdivision of said premises shall front. Said dwelling house shall not be erected or kept within 15 feet of the side lines of said premises. Garages, unless an integral part of said dwelling house, and other out-buildings, shall not be erected or kept within 5 feet of the side lines of said premises, or within 150 feet of the westerly line of Maple Drive. The entire ground area covered by all buildings and other structures erected on said premises shall not exceed 60% of the total area of said premises, exclusive of the part thereof under Maple Drive.

FOURTH:- Said premises shall not be subdivided so that any subdivision thereof shall have a frontage of less than 75 feet on a street duly laid out and dedicated, or a depth of less than 150 feet.

FIFTH:- No structure of any kind shall be erected, kept or permitted upon said premises or any part thereof, unless and until the plans and specifications for the same shall have first been submitted to and approved by the party of the first part. The provisions of this paragraph shall be deemed to be personal to the party of the first part, her heirs, devisees and personal representatives and shall not be construed to require the consent or approval of the plans and specifications for any proposed structure on said premises by any other purchaser of other premises from said party of the first part.

SIXTH:- No part of said premises shall ever be used or occupied by any person or persons of any race or blood other than the white race, providing that nothing herein contained shall prevent the lawful owner or occupants of said premises from keeping servants of other than the white race thereon.

SEVENTH:- All and each of the restrictions, conditions and covenants herein contained shall be deemed to run with the land, and shall be binding on the parties of the second/<sup>part,</sup> their heirs, personal representatives and assigns, and shall be deemed to be made for, and shall be enforceable by the party of the first part, her heirs, devisees and personal representatives, and except as provided in paragraph "Fifth" by any purchaser from the party of the first part of any other premises within 300 feet of the premises herein described, provided such person attempting to enforce any of the restrictions owns property so purchase d within said 300 feet, subject to restrictions similiar to those he attempts to enforce.

*Together with the appurtenances and all the estate and rights of the part y of the first part in and to said premises,*

*To have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever.*

*And said party of the first part*

*covenants as follows:*

*First. That the parties of the second part shall quietly enjoy the said premises;*

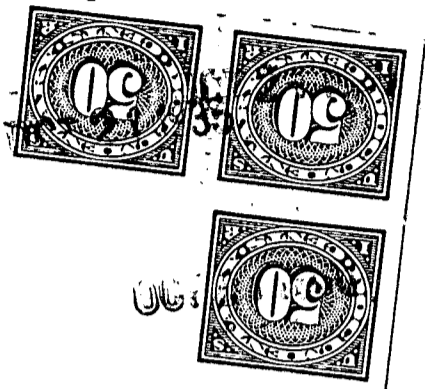
*Second. That said party of the first part*

*will forever ~~Warrant~~ the title to said premises.*

*Third. That, if any improvements, repairs or alterations have been commenced upon the foregoing premises and have not been completed at least four months before the making and recording of this deed, the grantor will receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of the improvements, and that the grantor will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.*

*In Witness Whereof, the part y of the first part ha s  
hereunto set her hand and seal the day and year first above written.*

In Presence of



*Mabel V. Bingle*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State of New York**

County of Onondaga

City of Syracuse

SS:

On this 19<sup>th</sup> day of October Nineteen Hundred and  
thirty-five before me, the subscriber, personally appeared

MABEL V. BINGLE

to me personally known and known to me to be the same person described  
in and who executed the within Instrument, and she duly  
acknowledged to me that she executed the same

*William D. Johnson*  
*Notary Public*

Recorded this 21<sup>st</sup> day of  
October 1935 at 10:31 A. M. Grant H. Goodelle Clerk