

PROTECTIVE PROVISIONS RESPECTING THE USE
AND ENJOYMENT OF BLOCK E OF WELLINGTON
HILLS, C. DEWITT, NEW YORK, ACCORDING TO A
MAP THEREOF MADE BY M. B. PALMER, C.E.,
DATED JULY, 1939.

WHEREAS, David C. Waters, Levi O. Waters, and
Moses M. Waters are the owners of certain lots in Block
E of Wellington Hills, Dewitt, New York according to
a map thereof made by M. B. Palmer, C.E., dated July,
1939, and

WHEREAS, Martha B. Waters is the wife of David
C. Waters, Mayme M. Waters is the wife of Levi O. Waters
and Kittie A. Waters is the wife of Moses M. Waters, and

WHEREAS, the aforesaid parties for the purpose
of securing the desirable and attractive residential
character of said block free from all objectionable uses
and structures desire to place protective restrictions
thereon.

NOW, THEREFORE in consideration of the premises
said parties hereby agree to and with each purchaser from
them of a lot in said block that said block shall be
subject to the protective provisions hereinafter set
forth until January 1, 1963 and that in every conveyance
of any part thereof, excepting conveyance for highway,
park or sewer purposes, the provisions hereof shall be
embodied by making this agreement a part of such convey-
ance and further agree that such protective provisions
shall run with the land and bind any subsequent interest
or estate therein:

1. All lots in said Block shall be used for residential purposes only, except the lot fronting on East Genesee Street, which is restricted to commercial use for retail merchandising. No structure shall be erected on any residential building plot other than one single family dwelling and a one or two-car garage.

2. No building shall be erected on any residential building plot nearer than twenty-five feet (25') to nor farther than thirty feet (30') from the front lot line, nor nearer than five feet (5') to any side lot line. Side line restriction shall not apply to a garage located on the rear one-fourth (1/4) of a lot except that on corner lots no structure shall be permitted nearer than ten feet (10') to the side street line.

3. No residential lot shall be resubdivided into building plots having less than sixty-five hundred (6500) square feet of area or a width of less than fifty-five feet (55') each, nor shall any building be erected on any residential building plot having an area of less than sixtyfive hundred (6500) square feet or a frontage of less than fifty-five feet (55').

4. No noxious or offensive trade 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.

5. No race other than the Caucasian Race shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race employed by an owner or tenant.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said block shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

7. No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.

8. No building shall be erected on any building plot until the design and location thereof have been approved in writing by a committee composed of David C. Waters, Levi O. Waters and Moses M. Waters or the survivors or survivor of them, or by a committee appointed by them or the survivors or the survivor of them. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within thirty days, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee, the cost of the structures upon any building plot in the block shall be at least Forty-five Hundred Dollars (\$4500.00).

9. A perpetual easement is reserved over the rear five feet (5') of each lot for utility installation and maintenance.

10. These restrictive covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1st, 1963, at which time said covenants and restrictions shall terminate.

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 1st, 1963, it shall be lawful for any other person or persons on any other lots in said block to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such restrictive covenant and either to prevent him or them from so doing or to recover damages for such violation.

12. 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 hereto have set their hands and seals this 11th day of August, 1939.

David C. Waters (L.S.)

Martha B. Waters (L.S.)

Louis O. Waters (L.S.)

Mayne M. Waters (L.S.)

James T. Waters (L.S.)

Kittie A. Waters (L.S.)

STATE OF NEW YORK
COUNTY OF ONONDAGA
CITY OF SYRACUSE

On this 11th day of August, 1939, before
me, the subscriber, personally appeared DAVID C. WATERS,
MARTHA B. WATERS, his wife, LEVI O. WATERS, MAYME M.
WATERS, his wife, MOSES M. WATERS and KITTIE A. WATERS,
his wife, to me known to be the same persons described in
and who executed the foregoing instrument, and they duly
acknowledged to me that they executed the same.

Lawson B. Baker
Notary Public

Recorded this 3rd day of October 1939

at 2:14 P.M. Golland A. Stew. Clerk