

PROTECTIVE COVENANTS AND RESTRICTIONS



STATE OF NEW YORK }
County of Onondaga) SS

KNOW ALL MEN BY THESE PRESENTS THAT: WHEREAS, the undersigned is the owner of Blocks A, AB, B, C, D, E, F, G, H, I, J, K, L, M and N in the subdivision known as DUNROVIN HOMESTEADS, in the Township of Dewitt, County of Onondaga, State of New York, is desirous of placing proper restrictions on the Blocks, and any part thereof, in said subdivision.

THEREFORE, THESE PRESENTS WITNESSETH the following restrictions are hereby placed upon said subdivision:

- (1) All lots in the subdivision, except those designated by the seller as zoned for commercial use, shall be known and described as residential lots.
- (2) No residence building with less than 500 square feet of ground floor space shall be erected or placed on any lot in this subdivision. Such building shall be on a solid stone, brick, or concrete foundation. The exterior shall be covered with drop siding, wood or asphalt shingle, cement, stone, stucco, rock, brick or acceptable prefabricated material. Rubberoid and roll roofing not permitted. Frame exterior shall be painted at least two coats of approved lead and oil paint. Any building shall be fully completed within a period of six months from the time of beginning.
- (3) All dwellings shall be placed at least thirty-five feet back from the front line of said lots (porches and bay windows excepted), and if a corner lot, all buildings shall be at least ten feet back from side street line.
- (4) No shed, outhouse or outbuilding shall be made of unsightly material or boxes or similar lumber. On a corner lot, any garage or other building shall not be less than 20 feet from the side street line.
- (5) No tent, trailer or house car, shack, garage or basement or other outbuilding shall be used on said lots as a dwelling.
- (6) No sod, earth, sand, gravel, stone or trees shall be removed from said lots to be sold or to the injury of the value or appearance of said lots.
- (7) No unused building material, junk or rubbish shall be left exposed on said lots except during actual building operations.
- (8) No wornout or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.
- (9) The privilege is hereby reserved to the seller, its representatives and assigns, to erect electric light and telephone poles and suitable equipment for any other utilities, and to lay water mains on or in the rear five feet of the land hereby conveyed or on or in a three foot strip along the side lines thereof, when necessary to gain access to the five foot strip reserved along the rear lot lines for utility purposes, and for such purposes as well as to repair, remove or replace poles, equipment and mains.
- (10) The seller reserves the right to enter upon said premises (before the same is conveyed by deed) for the purpose of cutting grass, removing debris, or filling in or for any purpose to improve the appearance of said premises as it may seem necessary in the opinion of the seller.
- (11) No pigs may be kept on any lot. No offensive trade or activity shall be carried on or anything done that may become a nuisance or annoyance to the neighborhood.
- (12) No person of any race other than Caucasian Race shall own, use or occupy any lot.

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(13) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

(14) 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 above described, 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 from so doing or to recover damages or other dues for such violation.

(15) Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

IN PRESENCE OF

M. S. Jones

E. O. Dillon

IN WITNESS WHEREOF, N. P. DODGE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the 12th day of August in the year Nineteen Hundred and Forty-seven (1947).

N. P. DODGE CORPORATION.

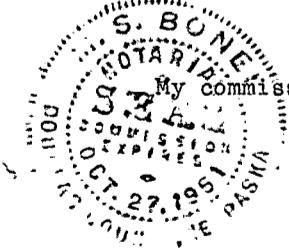
By N. P. Dodge
President.

STATE OF NEBRASKA)
County of Douglas) SS
City of Omaha)



On the 12th day of August in the year Nineteen Hundred and forty-seven (1947) before me personally came N. P. Dodge to me known, who, being by me duly sworn, did depose and say that he resides in Omaha, Douglas County, Nebraska, that he is the President of N. P. DODGE CORPORATION, the Corporation described in and which executed the above 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 Trustees of said Corporation, and that he signed his name thereto by like order.

M. S. Jones
Notary Public.

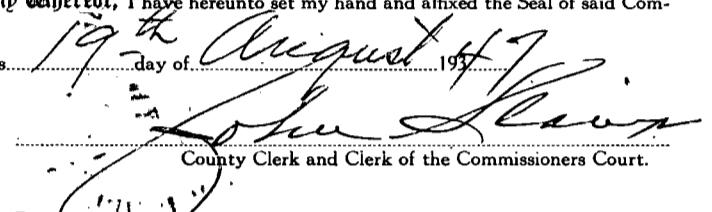


My commission expires Oct. 27, 1951.

State of Nebraska, {
Douglas County } ss.
JOHN SLAVIK

I, ~~John Slavik~~, County Clerk and Clerk of the Commissioners Court, in and for Douglas County, and State of Nebraska, which Court is a Court of Record, having a Seal, do hereby certify that M. J. Doner.....
by and before whom the foregoing acknowledgment was taken, was, at the time taking the same, a NOTARY PUBLIC, residing in said County, and was duly authorized by the laws of said State, to take and certify acknowledgments or Proofs of Deeds and other instruments in said State and that said conveyance and the acknowledgment thereof are in due form of law; and, further, that I am well acquainted with the handwriting of the said Notary Public and that I verily believe that the signature to the said Certificate of Acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Commissioners Court, this 19th August 1947 day of


John Slavik
County Clerk and Clerk of the Commissioners Court.

By W. Snowden Smith Deputy.

RECORDED THIS 26th DAY OF August 1947

AT 2:22 P.M. W. Snowden Smith
COUNTY CLERK

BOOK 1290 PAGE 137

(Modification Restrictions Book 2164 Page 629tc)
(2 Releases of lot Restrictions Book 2336 Pages 903tc, 906tc)