

RECEIVED
REAL ESTATE
MAY 14 1979
TRADING TAX
MADISON
COUNTY

State of New York
Madison County
Clerk's Office
LIBER 714 PAGE 574
PROTECTIVE COVENANTS
FOR
HEARTHSTONE VILLAGE
Recorded on the 14th Day of May 1979 at 11:00 A.M. in Liber 714 of 574 and examined by Joseph H. ... Clerk

01585

WHEREAS, certain premises were conveyed to H & R DEVELOPMENT CORP. by a warranty deed recorded in the Onondaga County Clerk's Office.

WHEREAS, H & R DEVELOPMENT CORP. as developer of said land, desires to have certain Protective Covenants affect said parcel and all of the lots as shown on a map of Hearthstone Village prepared by D. W. HANNIG and ASSOCIATES, which premises are situated in the Village of Chittenango, County of Madison and State of New York; said map was duly filed in the Madison County Clerk's Office on July 14, 1978 as Map No. 1778.

NOW, THEREFORE, in consideration of the premises, H & R DEVELOPMENT CORP. does hereby covenant, declare and agree, for itself its successors and assigns, that the premises above described shall be subject to the following covenants and restrictions which said covenants and restrictions shall run with the land as the same is conveyed, and be binding upon all grantees and persons claiming thereunder for a period of 25 years from the date hereof.

In the event of the violation or attempted violation of any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any real property situate within the above described premises to commence proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions so as to prevent such violation or attempted violation, or to recover damages by reason thereof.

Invalidation of any one or more of the covenants or provisions of this instrument by judgment, court order or other agreement in writing shall in no wise affect the validity of the remaining covenants and provisions all of which shall remain in full force and effect:

1. No lot shall be used except for residential purposes and the usual and ordinary uses connected therewith. No building shall be erected, altered, placed or permitted to remain on any lot other than the one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars.
2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural and Quality Control Committee as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front line of any building and in no case forward of the building setback line, unless approved by the said Architectural and Quality Control Committee. Approval shall be as provided in Paragraph 3.

3. The Architectural and Quality Control Committee is composed of:

- JOHN C. SETRIGHT, of East Lake Road, Cazenovia, N.Y.
- VICTOR J. CIABOTTI, of West Lake Road, Skaneateles, N.Y.
- MARY SETRIGHT, of East Lake Road, Cazenovia, N.Y.

RETURN TO
DOT, SETRIGHT & CIABOTTI
500 POWLESSEN BUILDING
SYRACUSE, N. Y. 13202

see No. 17 below

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DEPOSITION
STATE OF NEW YORK
COUNTY OF MADISON
IN SENATE CHAMBERS
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A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant.

No building shall be commenced until the Committee has approved the plans and specifications, which have been submitted to it, in writing.

4. No dwelling structure shall be erected, placed or used on any lot, other than one, one-family dwelling per lot with attached garage not to exceed three-car. These restrictions shall not be construed, however, so as to prohibit parts of two dwellings from being located on the same lot in the event the adjoining owners each own more than one full lot. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot street line than the minimum building setback lines shown on the filed map.

5. Grantor reserves for installation and maintenance of utilities and drainage facilities, an easement over the rear ten (10) feet of those lots in said tract, as well as over such other areas along the side lines of certain lots in said tract as the same shall more particularly appear in the separate deeds thereto or upon the recorded map, to permit the proper use and enjoyment of the aforesaid easements.

6. Grantor reserves a temporary easement for the purpose of operating equipment, or vehicles over same, 20 feet in width over the rear most portion of said lot in this subdivision until such time as all of the houses in said tract are completed or two years following the date of filing, whichever occurs first. This easement shall further be used for the purpose of correcting drainage of any lot together with the right to install such necessary ditching and/or pipes as will properly drain said lot.

There has been further created, certain easements on the filed subdivision map for said section for the purpose of installing and maintaining utilities and drainage facilities as shown on said aforementioned map. Within said easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of or the flow of the drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area on said lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility is responsible.

7. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot; one sign of not more than five square feet, advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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10. No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the New York State Health Department. Approval of such systems as installed shall be obtained from such Authority.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

No unlicensed vehicle shall remain for a period of over 48 hours.

12. Any building commenced shall be completed within six (6) months from the date of excavation, and in the event the owner of said lot fails to subsequently complete said dwelling within said six (6) months' time, the seller, or its successors and assigns shall have the option to purchase said building at cost for labor and materials, as certified by the purchaser, upon the delivery of a thirty-day (30) written notice from the seller to the purchaser, and delivered either in person or by registered mail to said purchaser of lot, or his successor in title.

This provision shall not apply if the builder has an existing contractual liability to purchaser.

13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. The developer shall initially install drainage acceptable to the Village of Chittenango, according to a drainage map prepared by Anthony J. Malley, Engineer.

Upon transfer of title to builder, the builder shall maintain proper grade until the sale of said lot to the new homeowner.

15. The Architectural and Quality Control Committee, shall have the right to waive or modify minor violations or encroachments upon the foregoing building line, front line, side line, side street line or rear lot line restrictions on any lot in said tract. This saving clause is designed solely to allow completion of construction without violation of these restrictions, where due to inadvertence of unusual circumstances, some minor encroachment appeared to be unavoidable. Wholesale waiver or modification of restrictive covenants is neither contemplated nor permitted under this provision.



H & R DEVELOPMENT CORP.

BY:

John C. Setright
Its president

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

On this 9th day of May
Nineteen Hundred and Seventy-nine

before me, personally came JOHN C. SETRIGHT, to me personally known, who, being by me duly sworn, did depose and say that he resides in Cazenovia, New York, that he is the President of H & R DEVELOPMENT CORP., the corporation described in, and which executed the within 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.

BEVERLY A. EVERDING
Notary Public, State of New York
In, and for, the County of Onondaga
My Commission Expires March 28, 1981

Beverly A. Everding
Notary Public