

IN THE MATTER OF COVENANTS AND RESTRICTIONS AFFECTING LANDS  
IN THE TOWN OF SPARTANBURG COUNTY OF ONONDAGA AND STATE OF NEW  
YORK, OWNED BY VN HOMES, LLC, SITUATED ALONG NEW YORK STATE  
ROUTE 41 AND DAVE HULL ROAD AS HEREINAFTER DESCRIBED.

VN HOMES, LLC, a limited liability company formed under the laws of the State of New York, as owner of the premises depicted on a "Subdivision and Boundary Survey Map for the lands of VN Homes" dated January 30, 2007 and last revised August 23, 2010, which map was filed on September 16, 2010, in the Onondaga County Clerk's Office as Map No. 11271, and is incorporated herein by reference, hereinafter referred to as "subdivision map", hereby declares that the restrictions and covenants hereinafter stated apply to use common to the above-described premises as follows:

MAP  
(7/11)

1. LAND USE AND BUILDING TYPE: No lot in the subdivision shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling for occupancy by not more than one family with a minimum size (exclusive of garage) of 1700 square feet, not to exceed two and one-half stories and maximum height of 40 feet, and a private garage for not more than three cars, except one additional building in the nature of a storage shed shall be permitted not exceeding 200 square feet.
2. LOT DIVISION PRECLUDED: No lot shall be further subdivided for resale for the purpose of building another dwelling.
3. ARCHITECTURAL CONTROL: No building shall be erected, altered, placed or permitted to remain on any lot until the construction plans, specifications and site plan showing the location of the structure upon the lot have been approved by the Architectural Control Committee as to quality of workmanship, materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. All homes and buildings shall have a masonry, wood, stone, brick or high grade vinyl exterior and color and texture shall be considered in relation to harmony with the overall subdivision character.

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DRAFTING (7/1)

No fence, hedge, plantings or trees shall be erected, placed or altered along any lot line, in a manner that will now or in the future obstruct views of adjoining property owners, said fence, hedge, plantings or trees shall be approved by the Architectural Control Committee. Any such fence, hedge, plantings or trees which obstruct site lines at elevations between two and six feet above the roadways shall be prohibited on any corner lot within the triangular area formed by the street property lines and any line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. At any time after ten (10) years or when VN Homes, LLC no longer has an ownership interest in any of the subject lots, whichever occurs first, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

4. **SEPTIC SYSTEM CONSTRUCTION:** All construction of septic systems on Lots 2, 3, 5, 6 and 7 of said tract shall be in accordance with the 100 feet septic setback lines as set forth on the subdivision map.
5. **DRAINAGE EASEMENT:** The "ditch" shown on the subdivision map is hereby reserved as a perpetual easement for drainage in favor of the Town of Spafford and for maintenance of the same and Lots 2, 3, 6 and 7 shall be conveyed subject to said drainage easement. Said drainage easement shall include the right on the part of the Town of Spafford to enter the 25 feet-wide strip of land, the centerline of which is the centerline of the ditch as depicted on the subdivision map for the purpose of repair, replacement and maintenance of the same so long as said Town leaves said area in its original condition.
6. **TEMPORARY STRUCTURES:** No structure of a temporary character, nor any mobile home, modular home, trailer, basement, tent, shack, garage, barn or other out building shall be allowed at any time as a residence, either temporary or permanent.
7. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except a maximum of two dogs, two cats or other household pets provided that they are not kept, bred or maintained for commercial purposes.
8. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground of rubbish. Trash, garbage or other waste shall not be kept, placed or permitted to remain on any lot except in sanitary containers.
9. **SIGNS:** 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 building/ developer to advertise property and/or the subdivision.
10. **NUISANCES:** 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. All lots, once developed, must be mowed at least twice a year to effectively contain vegetation.
11. **OUTDOOR LIGHTING:** There shall be no high intensity light sources placed so as to annoy neighboring properties.

15. ANTENNA: Outside antenna for television or radio are permitted; however, satellite dishes are prohibited, unless said dish is twenty-four (24) inches in diameter or smaller.
16. STORAGE TANKS: Any and all storage tank facilities, including but not limited to propane tanks, shall be hidden from the view of any other lot owner; either buried, fenced or shrubbed.
17. DWELLING COST AND QUALITY: No dwelling shall be permitted on any lot at a cost of less than \$125.00 per square foot based upon 2008 building costs as determined by the NYS Builders Code Index, exclusive of land value and the cost of installing water and sewer systems, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials and substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein.
18. MAINTENANCE: Record owners shall keep and maintain all lots and buildings owned in good condition and repair including, but not limited to, the repairing, staining or painting of all buildings; the seeding, maintenance and mowing of all lawn, trimming of trees and shrubbery so that the same are not detrimental to adjoining properties or obstructive to views of street or unattractive in appearance.
19. OIL, GAS AND MINIMAL OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral exaction or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. Nothing contained herein shall prevent any owner from signing an oil and gas lease regarding below surface activities only so long as the same prohibits all surface rights, including testing of any kind.
20. DRIVEWAY EASEMENT: Lots 4, 5 and 6 shall be conveyed subject to and together with a common driveway right-of-way, which right-of-way runs to and from Dave Hull Road and over portions of said Lots 4, 5 and 6 being generally 30 feet wide throughout its length and as depicted as "common driveway right-of-way" on the subdivision map which shall provide for ingress and egress to said Lots 4, 5 and 6 and shall be subject to the following terms and conditions:
  - A. Said easement shall be a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over and upon the common driveway right-of-way (hereinafter "common driveway") for the purpose of providing both vehicular and pedestrian access to said Lots 4, 5, and 6 for use by grantees of said lots, their successors, assigns, agents, employees, invitees, guests, mortgagees, tenants and visitors.
  - B. No such Grantee nor any successor assignee tenant guest employee or invitee

D. Except as expressly stated herein, there shall be no right of ingress and egress for any purpose upon any portion of said Lots 4, 5 and 6, except those portions contained in the common driveway area as depicted on the subdivision map.

E. Each respective owner of Lots 4, 5 and 6 shall maintain liability insurance coverage in an amount not less than \$500,000.00 per occurrence and which policy shall name the remaining respective owners of said lots as additional insured, as their interests may appear. Such insurance shall cover and include coverage for the common driveway area.

F. Said easement contained on said common driveway area shall inure to the benefit of the respective Grantees of said lots, their successors, assigns, heirs and personal representatives and shall constitute a covenant running with the land and shall bind every person having any fee, leasehold or other interest therein.

21. **NON-DISCRIMINATION:** No purchaser of any lot in the aforesaid tract nor his executors, administrators, successors or assigns, nor any agent thereof, shall refuse to sell, rent or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny any part of the property or improvements thereon to any person or persons because of race, color, religion, creed, sex, or national origin. Such nondiscrimination covenant shall run with the land and shall remain in effect without limitation of time.

22. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by a majority of the then owners of the lots has been recorded, agreeing to discontinue, change or terminate said covenants in whole or in part. Notwithstanding the foregoing, the drainage easement contained at paragraph 5 above and common driveway right-of-way contained in paragraph 20 above are perpetual and do not have a date of termination.

23. **ENFORCEMENT:** Any owner of real property in said subdivision shall have the right to enforce the foregoing covenants and restrictions. Enforcement shall be by proceedings at law or in equity against any person or persons or other entities violating or attempting to violate any covenant either to restrain violation or to recover damages and said owner shall be entitled to reasonable attorney fees incurred in order to enforce the same.

24. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Dated: <sup>October</sup> ~~September~~ 1, 2010

WALHOMES, LLC