

IN THE MATTER OF THE RESTRICTIONS AFFECTING PROPERTY SITUATE IN THE TOWN OF LANSING, TOMPKINS COUNTY AND STATE OF NEW YORK, AS SHOWN AND LAID OUT ON A MAP OF LAKEVIEW SUBDIVISION PHASE I, DATED MAY 5, 1995, AND MADE BY RESOURCE ASSOCIATES, WHICH MAP WAS FILED IN THE TOMPKINS COUNTY CLERK'S OFFICE ON OCTOBER 5, 1995, IN DRAWER X, MAP NOS. 89, 90, 91 and 92.

The undersigned Owner/Developer of all the lots, being Lots 1 through 27 as laid out on a map of Lakeview Subdivision Phase I dated May 5, 1995 and filed in the Tompkins County Clerk's Office on October 5, 1995, do hereby declare that the following covenants, provisions and restrictions shall be applicable to the lots on said tract.

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one detached single family dwelling not to exceed two and one-half stories in height not including a walk-out basement and a private garage for not more than three (3) cars. House trailers, "double wides" and other unit constructed buildings shall not be permitted on any lots. No motorhomes, recreational vehicle, trailer or boat shall be parked or stored on any lot unless it is within the garage.

2. **DWELLING COSTS, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than \$150,000.00 based on 1995 building costs as determined by the NYS Builders Code Index, including land value and the cost of installing water and sewer systems, based upon cost levels prevailing on the date of these covenants being recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein.

3. **APPROVAL OF CONSTRUCTION PLANS.** All building plans for any structure or improvement of any kind to be erected upon any lot and the proposed location thereof upon any lot, and any changes after approval thereof or any additions to any buildings shall require the approval, in writing, of the Architectural Control Committee appointed by the Barden & Robeson Corporation, its successors or assigns, prior to the ground breaking as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and grade finish elevation. No structure of any kind, the plans and specifications of which have not received the written approval of the Architectural Control Committee, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. The Architectural Control Committee shall not be responsible for any structural defects in such plans and/or specifications or in any building erected according to such plans and specifications.

4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street or lot line than the minimum building setback lines required by the applicable zoning ordinances of the Town of Lansing.

(b) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. 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 unimproved lots and any portion of a lot not improved by lawn must be mowed twice a year in order to effectively contain vegetation.

6. COMMERCIAL VEHICLES. No commercial vehicles, construction or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot except such mobile trailers as can be parked in a garage completely enclosed or outside a garage in an area not generally visible from the road.

7. TIME LIMITATION. Construction of houses shall be completed within one year after breaking ground for such construction.

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

9. LIVESTOCK AND POULTRY. 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 purpose.

10. MINIMUM LIVING AREA. The total floor living area of main structure, exclusive of one-story open porches, shall be not less than 1100 square feet.

11. SIGNS. No sign 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 a builder to advertise the property during the construction and sales period.

12. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Tompkins County Health Department. Approval of such system as installed shall

be obtained from such authority.

13. **LOT DIVISION PRECLUDED.** No lot shall be further subdivided for resale for the purpose of building another dwelling thereon without the consent of the Architectural Control Committee.

14. **CONSTRUCTION REQUIREMENTS.** The maximum height of any building erected thereon shall not exceed two and one-half stories above the foundation wall not including walk-out basement, and the minimum height shall be not less than 12 feet. All exterior siding, trim and fascia shall be wood and stained earthtone. The roof shingles shall also be earthtone or such other color as the Architectural Control Committee may approve.

15. **CONSTRUCTION COMPLETION.** All construction on said lot shall be completed within one (1) year from the date of its inception.

16. **STORAGE TANKS.** Any and all storage tank facilities shall be hidden from the view of any other lot owner; either buried, fenced or shrubbed.

17. **SATELLITE DISH.** "Satellite Dish", TV or FM receivers greater than 18" in diameter are prohibited. The location of any satellite dish must first be approved by the Architectural Control Committee.

18. **FENCES.** No fences shall be erected on any lot without the approval of the Architectural Control Committee.

19. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in containers with lids or covers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

20. **LANDSCAPE.** No tree with a mature height of 15' or greater shall be planted without the prior written consent of the Architectural Control Committee. Any unimproved area of a lot must be mowed at least one time per year.

21. **DRAINAGE DITCH AND SWALE.** Lot owners of lots numbered 12 and 13 over which a drainage ditch and swale shall run, shall maintain the ditch and swale and shall not build or erect any structure or obstruction within said drainage ditch and swale area.

GENERAL PROVISIONS

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 10 years, unless at any time an

instrument signed by a majority of the then owners of the lots had been recorded, agreeing to change said covenants in whole or in part.

23. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

24. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provision which shall remain in full force and effect.

25. ALTERATION, AMENDING OR VACATING. Any of the above restrictions and covenants may be altered, amended or vacated by the consent in writing of the owners of two-thirds (2/3) of the lots in this subdivision and the consent in writing of the Barden & Robeson Corporation, its successors or assigns, if it has any ownership interest in this subdivision. The Architectural Control Committee may allow reasonable variances to the restrictions herein contained provided the variance is not material or otherwise detrimental to the subdivision.

IN WITNESS WHEREOF, I have duly executed this instrument this 7th day of August, 1996.

BARDEN & ROBESON CORPORATION
By [Signature]
MARK BARDEN, VICE PRESIDENT

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

On the 7th day of August, 1996, before me personally appeared the subscriber, MARK BARDEN, to me known, who, being by me duly sworn, did depose and say the deponent resides in the City of Cortland, New York, deponent is the Vice President of The Barden & Robeson Corporation, described in and which executed the foregoing instrument by order of the Board of Directors of said corporation; deponent signed deponents' name thereto by like order.

[Signature]
Notary Public
LAURA J. WILLIAMS
Notary Public, State of New York
Qualified in Cortland County
No. 4876347
My Commission Expires Nov. 10, 1996

Tompkins County, ss:
Recorded on the 7th Day
of Aug 19 96 at 7:17
o'clock PM M., in Liber 778
of 143 at page 143
Aurora R. Valenti and examined
Clerk