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No. 24.

PROTECTIVE COVENANTS

BELMONT VILLAGE

DECLARATION made the 27th day of March, 1963 by Augusta Development Co. Inc., a domestic corporation duly organized and existing under the laws of the State of New York, having its principal office at Taft and Kreisler Roads, North Syracuse, Onondaga County, New York for the benefit of certain numbered Blocks shown on a certain map entitled, Belmont Village-Section 1 filed in the Onondaga County Clerk's Office on the ~~X~~ day of ~~X~~ 1963 as Map No. ~~X~~ which blocks may hereafter be conveyed by August Development Co. Inc., or by its successors or assigns.

WHEREAS, the Declarant is the owner of Belmont Village and particularly of Blocks Nos. A through D shown on said Map No. ~~X~~ ; and

WHEREAS, it is the intention of the Declarant herein that uniform covenants and restrictions be imposed on each lot within said block Nos. A through D to secure the establishment of a well planned neighborhood and to secure the preservation of value levels of all lands and buildings therein through the proper care and maintenance of all lands and buildings therein

NOW, THEREFORE, these covenants, agreements and declarations  
WITNESSETH:

Augusta Development Co. Inc., in order to effectuate such intention and in order to provide a uniform scheme of covenant and restrictions affecting all lots within Belmont Village, does hereby make this Declaration of Covenants and Restrictions affecting all of the lots within Blocks Nos. A through D of Belmont Village for the benefit of all of the owners of said lots and does declare that all of said lots are held and shall be conveyed subject to the covenants and restrictions set forth in the following paragraphs of this Declaration.

ARTICLE 1-DEFINITIONS

Section 1. "Street" shall mean and refer to any street

or highway shown on any subdivision plat or plats now or hereafter laid out and recorded for Belmont Village, dedicated and conveyed to the Town of Clay, but not including private walks, private drives or private ways.

Section 2. "Common Area" shall mean and refer to those areas of land so designated on any subdivision plat or plats recorded or to be recorded for portions of Belmont Village and any supplements or amendments thereto and which areas of land are to be maintained and used for the benefit of Owners (as hereinafter defined) for the purposes and subject to the provisions and conditions as hereinafter set forth and any amendments, modifications or revisions thereof.

Section 3. "Structure" shall mean and refer to any building, wholly detached, containing one or more "Dwelling Units".

Section 4. "Dwelling Unit" shall mean and refer to each portion of a structure designed and intended for use and occupancy as a residence by a single family.

Section 5. "Dwelling, one-family semi-detached" shall mean and refer to a one family house having a party wall and one side yard, sometimes called a two family ranch dwelling.

Section 6. "Dwelling, two-family detached" shall mean and refer to a building having two side yards and accomodating but two families with one family living over the other.

Section 7. "Town House" shall mean and refer to a building consisting of a series of non-communicating dwelling units having a common wall between each two adjacent units with each unit having separate utility services.

Section 8. "Lot" shall mean any parcel of land within Belmont Village on which a dwelling, Town House or structure is erected.

Section 9. "Maintenance Association" shall mean and refer to the membership corporation to be formed and to be known as "Belmont Village Maintenance Association" as herein

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after provided for the purposes of owning and maintaining the "Common Area" aforesaid, as well as maintaining certain portions of the lots and "Structures" to be erected thereon as specified within these covenants or as authorized by the charter and/or the by laws of the said Association.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons and/or entities of the fee simple title to each parcel of land within Belmont Village upon which a Dwelling, Town House or Structure has been erected

Section 11. "Maintenance Charge" shall mean and refer to each Owner's share of the costs and expenses of the Belmont Village Maintenance Association in connection with its operation and the carrying out of its purposes as determined by the Board of Directors from time to time.

#### ARTICLE II - APPLICATION AND DURATION

Section 12. All of the restrictions, conditions, covenant and provisions contained in this Instrument shall run with the land subject to the provisions of Section 14 and Section 31 herein and shall continue in full force and effect for a period of twenty (20) years from the date hereof. Thereafter, unless otherwise terminated by written agreement of two-thirds (2/3rds) of the then Owners and the Federal Housing Administration if it is then the Owner, Mortgagee or insurer of at least ten per cent (10%) of the Dwelling Units in the project comprising the said Belmont Village Maintenance Association to which these covenants apply, this instrument shall be extended for successive periods of ten (10) years each until terminated as provided in this instrument. In the event of termination, an agreement to such effect shall be executed by the proper officers of the proposed Belmont Village Maintenance Association and duly filed for record in the Onondaga County Clerk's Office.

Section 13. Notwithstanding any language or references to the contrary contained in this Instrument, implied or expressed

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the covenants, restrictions, conditions, provisions and charges contained in this Instrument may be altered, modified, revised, or terminated as to any portions of Belmont Village not then included within any recorded subdivision plat or plats, provided that such alterations, modifications, revisions or terminations of the covenants, restrictions, conditions, provisions and charges set forth in this Instrument shall be in writing and recorded as supplements to this Declaration in the Onondaga County Clerk's Office.

ARTICLE III- CONSTRUCTION REQUIREMENTS

Section 14. All Structures and Site Improvements original to be constructed, erected or installed in or upon any part of Belmont Village shall be constructed, erected, or installed only in accordance with plans and specifications approved in writing by the Declarant herein, its successors or assigns.

Section 15. No modification of the design, nor any addition to or alteration of any Structure or Site Improvement, including any Television Antenna or any other attachment or installation to or on the exterior of any Structure and including wells or fences or any other fixture on the lot, shall be made after the original construction thereof until the plans and specifications showing the description and location thereof shall have been submitted to and approved in writing by the Architectural Committee to be appointed as hereinafter specified.

Section 16. The Belmont Village Maintenance Association by its Board of Directors, shall appoint an "Architectural Committee" composed of five (5) persons, selected initially by the Declarant herein and provided that at all times one (1) member thereof shall be selected or appointed by the Declarant herein, its successors and assigns. The term of the initial Architectural Committee members shall be until January 1, 1965 and thereafter until their successors shall be appointed thereafter the terms of such members shall be for three (3)

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years, excepting that the first terms of the members beginning after January 1, 1965 shall be as follows: Two (2) members for a one (1) year term; two (2) members for a two (2) year term and one (1) member for a three (3) year term. In the event of any vacancy in said Architectural Committee, such vacancy shall be filled by the then remaining members of the Committee, provided that at all times, one (1) member of said Committee shall be a person designated by the Declarant, its successor or assigns. The decision of the majority of said Committee shall be conclusive and binding as to approval or refusal of any proposed modification changes or alterations or additions to any Structures or Site Improvements and may in their sole discretion for aesthetic or other reasons reject any requests not deemed suitable to nor conforming with or which might adversely affect the overall maintenance, design, character and development of the lands to which these covenants apply.

Section 17. As to the initial use thereof, all structures shall be used or permitted to be used only for and as private family residences and for uses incidental and accessory thereto and for such other uses as shall be specifically approved in writing by the Architectural Committee aforesaid, excepting those areas now or to be hereafter designated as personal service area. Nothing contained in this instrument shall be construed to affect or restrict in any way the improvements on or use of such portions of the Belmont Village as are not shown as numbered blocks on any subdivision plat or plats of all or part or parts of Belmont Village now or hereafter recorded.

Section 18. All Common Area shall be limited in use to <sup>and</sup> and for/only for parks, parking utilities and recreational purposes and such other community purposes authorized by the proposed Belmont Village Maintenance Association or by its Board of Directors subject to such rules and regulations as it may impose from time to time.

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Section 19. No trailer or other temporary structure or any kind whatsoever shall be permitted to be used as a residence or otherwise, temporarily or permanently with Belmont Village nor shall the basement of any unfinished Dwelling Unit be permitted to be used as a residence, temporarily or permanently.

Section 20. No animals, livestock or poultry of any kind shall be raised, bred or kept upon or in any Structure or Dwelling Unit nor any part of Belmont Village except household pets provided that such household pets are not kept, bred or maintained for any commercial purposes and provided further that such household pets shall not exceed one (1) per dwelling unit.

Section 21. No noxious or offensive activity shall be carried on anywhere within Belmont Village nor shall anything be done thereon or therein which may become a nuisance to the neighborhood.

#### ARTICLE IV- MAINTENANCE REQUIREMENTS

Section 22. The Declarant for itself, its successors and assigns, covenants and agrees that it or its successors or assigns shall create, form and establish a Maintenance Association as hereinabove defined, prior to or contemporaneous] with the initial occupancy of any Dwelling Unit.

Section 23. Each and every owner, upon acquisition of title shall automatically become a member of said Maintenance Association and shall continue as a member thereof and be bound by the Charter, By Laws, rules and regulations thereof until such ownership shall terminate or be terminated upon the happening of which event such Owner's membership in the said Maintenance Association shall automatically cease. Except the Federal Housing Administration or any mortgagee of property to which the within protective covenants are applicable and who shall become an Owner, each and every Owner, upon request of said Maintenance Association shall execute and deliver to said Maintenance Association a membership Agreement in such form as

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shall be required by said Maintenance Association and upon his failure or refusal to do so, such owner does hereby irrevocably constitute the Secretary of said Maintenance Association such Owner's attorney-in-fact with full power and authority to execute such Membership Agreement for and in the name of such Owner.

Section 24. The Maintenance Charges referred to in this Article IV shall be determined by the proposed Maintenance Association in accordance with its Charter and By Laws and any amendments thereof or thereto. Such maintenance charges shall be used for the care, repair, maintenance and replacement of the Common Area and the improvements therein, the care, maintenance, repair and replacement of certain portions of the exterior of the structures within the property to which these covenants apply, lawn areas outside of the Areas, all costs, expenses and taxes for or in the administration of said Association and for such additional purposes as authorized from time to time by said Maintenance Association.

Section 25. To accomplish the purposes of the proposed Maintenance Association, its employees, contractors or agents shall have the right at reasonable time or times, to enter into and upon, have access to and cross the property and any Structure thereon of any Owner to Carry out and enforce any of said purposes.

Section 26. Except with respect to the Federal Housing Administration or any mortgagees who shall become an Owner, upon any sale or transfer of any property to which these covenants apply, all Maintenance Charges or other sums of any kind whatsoever due and owing to the said Maintenance Association by the prior owner shall be assumed and paid by such transferee and said Maintenance Association is hereby authorized by the transferor to collect payment of all such

sums due and owing out of the proceeds of any such sale or transfer from the transferee or his agent.

ARTICLE V- GENERAL PROVISIONS

Section 27. Nothing herein contained shall constitute a dedication of any street, walk, drive easement, right of way, park or Common Area shown on any subdivision plat recorded or to be recorded, excepting only such streets and highways as are specifically dedicated and conveyed to the Town of Clay.

Section 28. Except as otherwise provided by Section 29, the Declarant and all subsequent Owners, shall have the right to use the private streets, walks, drives, parks and all Common Areas, all as designated on any recorded plat and as may be necessary for reasonable and convenient ingress, egress and regress, subject, however, to such regulations, restriction and conditions as may be imposed upon the used thereof by the proposed Maintenance Association and subject also to the right of said Maintenance Association to grade, change the grade of, regrade, close or partly close any private street, way, lane walk or drive as reasonably required of it, provided the same does not materially interfere with the right of ingress, egress and regress herein reserved and further provided that the Maintenance Association may dedicate to public use and convey to any municipality having the power to acquire <sup>same,</sup> ~~a~~ all of the right, title and interest in and to any of its lands containing community facilities, together with accesses appurtenant or incidental thereto.

Section 29. The "Parking Areas" so designated on any subdivision plat recorded or to be recorded shall be for the common use and benefit of the Declarant and all subsequent Owners, subject to such rights for exclusive use of portions thereof as may be designated or granted by said Maintenance Association and subject to such regulations, restrictions and conditions as may be imposed thereon by the said Maintenance Association.



Section 30. Wherever in this Declaration approvals are required to be obtained, such approvals shall not be unreasonably withheld.

Section 31. The invalidation of any one or more of the covenants, conditions or provisions contained in the Declaration or any part or parts thereof by judgment or order of Court or otherwise, shall in no way affect, alter or modify any of the other provisions, covenants, conditions and agreements set forth herein, which other covenants, conditions, provisions, declarations and agreements shall remain in full force and effect.

#### ARTICLE VI- MODIFICATION AND AMENDMENT

Section 32. Notwithstanding anything in the Declaration to the contrary the restrictions, conditions, covenants and provisions or any of them, of this Agreement may be altered, revised or modified upon the written consent of two-thirds (2/3) of the then owners and the Federal Housing Administration if it is then the Owner, mortgagee or insurer of at least ten per cent (10) of the Dwelling Units then construction in Belmont Village and by the Declarant, its successors or assigns, if then in existence. Any such revision, alteration or modification and the consents required thereto shall be recorded in the Onondaga County Clerk's Office and shall become effective as of the date of such recording.

#### ARTICLE VII- ENFORCEMENT

Section 33. The provisions of this Declaration shall enure to the benefit of and be enforceable by the proposed Maintenance Association, the Declarant herein or any Owner by a proceeding in law or in equity to enjoin any violation or attempted violation of any such covenant, condition, restriction or provisions and/or to the recovery of damages for such violation. The failure to enforce any covenant, condition, restriction or provisions contained in this Declaration shall not be deemed waiver of the right to do so thereafter for a like or any other violation.

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Section 34. In addition to all other remedies upon the violation of any restriction, condition or provision contained in Article III of this Declaration the Proposed Maintenance Association, its successors or assigns may enter upon the premises of any Owner to abate remedy or remove at the expense of such owner, any thing of condition constituting or imminently threatening to constitute a violation of any such provision, condition, covenant or restriction without any liability upon the said Maintenance Association, its successors or assigns or any of its agents, contractors or employees by reason thereof.

Ack'd March 27, 1963.

AUGUSTA DEVELOPMENT CO. INC.

John L. Bellinger  
President

Rec. May 17, 1963 at 2:29 P.M.

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DECLARATION made the 9th day of September, 1963, by AUGUSTA DEVELOPMENT CO., INC., and BELLINGER CONSTRUCTION CO., INC., domestic corporation duly organized and existing under and by virtue of the Laws of the State of New York, both having their principal offices at Taft and Kreisler Road, North Syracuse, Onondaga County, New York, and being the owners of lands as shown on the "Final Plan of Belmont Village, Section No. 1" as filed in the office of the Clerk of the County of Onondaga on the 17th day of April, 1963, as Map Number 4539.

WITNESSETH that the declarants are the owners of Blocks A through D shown on the aforesaid map; and

WHEREAS it is the desire of the declarants to amend a certain declaration entitled "Protective Covenants, Belmont Village" dated March 27, 1963, recorded in the Onondaga County Clerk's Office on May 17, in Book 2144 of Deeds at Page 264 &c. with respect to certain provisions contained therein, namely to delete Section 13 thereof and to delete references to the Federal Housing Administration in Sections 12, 23, 26 and 32 thereof;

Now, therefore in order to effectuate such intention, the covenants and restriction affecting Blocks A through D within Belmont Village, Section No. 1, being part of Farm Lot Number 75 of the Town of Clay, Onondaga County, New York, as shown on "Final Plan of Belmont Village, Section Number 1" filed in the Onondaga County Clerk's Office as Map Number 4539, the undersigned declarants hereby amend "Protective Covenants, Belmont Village" as follows:

Article II, Application and Duration, Section 13 is hereby amended by the deletion in full of said Section 13.

Article II, Section 12, is hereby amended to read in full as follows:

Section 12. All the restrictions, conditions, covenants and provisions contained in this Instrument shall run with the land subject to the provisions of Section 14 and Section 31

herein and shall continue in full force and effect for a period of Twenty years from the date hereof. Thereafter, unless otherwise, terminated by written agreement of two-thirds of the then Owners, this Instrument shall be extended for successive periods of 10 years each until terminated as provided in this instrument. In the event of termination, an agreement to such effect shall be executed by the proper offices of the proposed Belmont Village Maintenance Association, Inc., and duly filed for record in the Onondaga County Clerk's Office.

Article IV, Section 23, is hereby amended to read in full as follows:

Section 23. Each and every Owner, upon acquisition of Title shall automatically become a member of said Maintenance Association and shall continue as a member thereof and be bound by the Charter, By-Laws, rules and regulations thereof until such ownership shall terminate or be terminated upon the happening of which event such Owner's membership in the said Maintenance Association shall automatically cease. Except as to any mortgagee of property to which the within Protective Covenants are applicable and who shall become an Owner, each and every Owner, upon request of said Maintenance Association shall execute and deliver to the said Maintenance Association a membership agreement in such form as shall be required by said Maintenance Association, and upon his failure or refusal to do so, such owner does hereby irrevocably constitute the Secretary of said Maintenance Association such Owner's attorney-in-fact with full power and authority to execute such membership Agreement for and in the name of such Owner.

Article IV, Section 26, is hereby amended to read in full as follows:

Except with respect to any mortgage who shall become an Owner, upon any sale or transfer of any property to which these covenants apply all Maintenance Charges or other sums of any kind whatsoever due and owing to the said Maintenance

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Association by the prior Owner shall be assumed and paid by such transferee and the said Maintenance Association is hereby authorized by the transferor to collect payment of all such sums due and owing out of the proceeds of any such sale or transfer from the transferee, or his agent.

Article VI, Section 32, is hereby amended to read in full as follows:

Section 32, Notwithstanding anything in these declarations to the contrary, the restrictions, conditions, covenants and provisions, or any of them, herein may be altered, revised, or modified upon the written consent of two-thirds of the then Owners. Any such revision, alteration or modification and the consents required thereto, shall be recorded in the Onondaga County Clerk's Office and shall become effective as of the date of recording.

Ack'd September 9, 1963

AUGUSTA DEVELOPMENT CO. INC.

John L. Bellinger, President

Recorded September 10, 1963  
at 2:49 P.M.

Book 2163 page 285 &c.