

14

CICERO
3/22

RESTRICTIONS AND PROTECTIVE COVENANTS
OF
THE BLUFF AT ONEIDA SHORES

WHEREAS, THE BLUFF AT ONEIDA SHORES, LLC ("LLC and/or Developer") with offices at C/O Grenadier Village Office, 100 Kings Park Drive, Liverpool, New York, 13090, DAVID J. VALENTI ("Valenti") of 100 Kings Park Drive, Liverpool, New York, 13090; ANTHONY A. PUGLIESE ("Pugliese") of 540 Towne Drive, Fayetteville, New York, 13066; JOHN G. TOOLEY ("Tooley") of 524 North Salina Street, Syracuse, New York, 13208; PATRICK MASTRIANO ("Mastriano") of 5889 Bartell Circle, Brewerton, New York, 13029 ANGELA S. MASTRIANO ("Mastriano") of 5889 Bartell Circle, Brewerton, New York 13029, and PAUL G. JOYNT ("Joynt") of 7330 Eastman Rd, N. Syracuse, New York 13212 are the "Owners" of premises in the Town of Cicero, being all of the subdivided lots in a subdivision known as "The Bluff at Oneida Shores" ("Subdivision") according to a map thereof by Ianuzi & Romans Land Surveyors Inc., Dated January 25, 2007, last revised November 26, 07 and filed in the Onondaga County Clerk's Office on March 7th, 2008 as Map No. 10816; and

Lots 1-6

WHEREAS, the Owners desire that the aforesaid premises be used exclusively for residential purposes and for this reason, and in order that the values of the respective lots be maintained at the highest level, have decided to impose on the said premises, certain restrictions and covenants.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein, the Owners do hereby covenant, declare and agree for themselves, their heirs, successors and assigns, that all of the lots presently within The Bluff at Oneida Shores referred to above, except Lot 7 thereof, shall be immediately subject to the following covenants and restrictions, all of which shall run with the land and shall, as and when the same or any parts thereof are conveyed, be binding upon all subsequent owners of said premises from the date set forth below:

0354

1. LAND USE:

No building or structure of any kind whatsoever other than a private single family dwelling house with no less than a two (2) and no more than a four (4) attached car garage shall be erected on any lot in the Subdivision. Any such permitted building shall be used exclusively for residential purposes and shall never be used for any manufacturing, business, trade or home occupation or for any commercial purpose whatsoever. No lot and building or structure thereon shall be used as a church, synagogue or other place of assembly for group worship or group meditation or for a school. No lot and building or structure thereon shall be used as a group home for children or adults unrelated to the deed owner of the residence.

15:53 04/25/08 BH DE-05042P-938

2.

ARCHITECTURAL REVIEW:

No improvement or structure of any kind, including without limitation, any building, porch or deck, solar collection panels, fence, wall, in-ground swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative buildings, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography, as well as exterior finish and colors inclusive of, but not limited to, siding, trim, fascia, exterior doors and shutters and roof materials and colors. The committee may adopt minimum material standards at any time without the amendment of these Covenants and Restrictions.

3.

COMPOSITION OF ARCHITECTURAL CONTROL COMMITTEE:

Except as herein provided, the Owners of each lot except lot 7 shall be the members of the Architectural Control Committee and shall have the sole power to give approval or disapproval as required in these Covenants. Each lot shall be entitled to one (1) vote, to be cast by the Owner, with the LLC voting as Owner of any unsold lots.. The vote of a majority of the votes represented by the number of four (4) of the lots shall be required to approve any act or action by the Committee, except as may otherwise be provided herein. A tie vote of three (3) of the lots shall be deemed a disapproval. The Committee shall each year hereafter during the month of May, meet upon written notice of at least fifteen (15) days prior to such meeting, given by the Chairperson of the Committee for the purpose of electing a Chairperson, a Vice-Chairperson, a Secretary and any other officers authorized by the Committee.

4.

ARCHITECTURAL APPROVAL:

The proposed plans and specifications, together with proposed selection of exterior house colors or treatment shall be delivered either personally or by certified mail return receipt requested, to the Committee, c/o the LLC at the address set forth above and approval or disapproval or any action to be taken by said Committee as required in these Covenants shall be in writing and delivered within thirty (30) days after the receipt of all documents referred to above. The response shall be by certified or 1st class mail, or by hand delivery. No response shall be deemed as an approval. No construction shall commence unless and until such approval has been given.

5

PERMITTED STRUCTURES AND LOCATION:

No residence or any portion thereof shall be located nearer to the lot line of a lot than the building line,, as denoted by the building envelope for each lot as

shown on the aforesaid filed map, unless approved by the Architectural Control Committee. No clotheslines, storage sheds or any other structures of any kind shall be permitted on a lot, except children's play apparatus and such other permitted structures as are permitted elsewhere herein, and which have been approved by the Committee as to design, composition and location.

6

SALE OF LOTS / RESUBDIVISION:

No lot shall be resubdivided hereafter nor shall only a part thereof be conveyed to another.

7

TEMPORARY STRUCTURES:

No structure of a temporary character, or trailer, tent, mobile home, recreational vehicle, above ground swimming pool, or recreational equipment, unless otherwise approved by the Architectural Control Committee, shall be permitted on any lot either temporarily or permanently.

8

FENCES:

The only fences permitted to be maintained on lots within the Subdivision, are fences for inground pools, subject however, to the following restrictions:

(a) All fences must be of high quality materials and installed and maintained by the homeowner in an appropriate manner;

(b) All fences must be approved by the Architectural Control Committee as to their location, heights, and materials. Application for such approval must be made in the manner set forth herein. Approval from the Town of Cicero shall also be required if required by Town Ordinance, Code, rule or regulation.

(c) In all events, no fences shall be kept or maintained in the front of any home, or beyond the front building face to the street line;

(d) No fences, structures or other obstructions shall be kept and/or maintained within any easements or rights-of-way maintained by public or private utility companies or the Town of Cicero or County of Onondaga.

(e) No fences shall in any material manner, obstruct in whole or in part, the view of adjoining landowners of Oneida Lake and its shoreline.

9

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 or any other lot owner. No lawn cutting shall be done before 7:00 a.m. on Saturday, Sunday and holidays. No construction work shall be performed on the exterior of the residence or other structure on any Sunday or before 7:00 a.m. nor after 6:00 p.m. on any other day of the week.

10

SIGNS:

No signs, billboards or advertising devices of any character, except those used in any subsequent sale of a lot, shall be displayed or placed upon any part of the property. Where permitted for the subsequent sale of a lot, no more than one sign for the purpose of advertising such sale shall be displayed on any one lot and such sign shall not be greater in outside dimensions than 2 feet by 2 feet.

11 **COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS:**

Only four-wheel passenger automobiles shall be placed or parked upon any lot. No trailers or habitable motor vehicles of any nature, motorcycles, unregistered motor vehicles, service vehicles, ATVs, snowmobiles, boats or similar vehicles or vessels or any trucks in excess of 9,000 lbs. (curb weight) shall be kept, stored or parked overnight on any part of the property except in an enclosed garage. Golf carts or similar transportation vehicles shall be allowed. Any maintenance of any boat or motor vehicle shall not be performed on any lot except within an enclosed garage. No vehicles, including service vehicles, shall be permitted to park on a street in the subdivision from the hours of 10:00 p.m. to 7:00 a.m. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services for lots within the subdivision.

12

GARBAGE AND TRASH DISPOSAL:

No owner shall permit his property to be used or maintained as a dumping ground for rubbish, trash, solid waste or items or substances similar in nature thereto. Garbage and rubbish receptacles shall be maintained either within garages or in walled-in areas approved by the Architectural Control Committee and in conformity with all sanitation regulations. No garbage or rubbish receptacles are to be left at curbside longer than eighteen (18) hours and none shall be placed for collection more than twenty-four (24) hours in advance of scheduled collection. If available to the neighborhood, rubbish and trash removal should be made at garage door entrances of each home.

13

UTILITIES:

No private water supply system or private sewage disposal system shall be permitted on any lot.

14. **COMMUNICATION TRANSMITTERS AND RECEIVERS:**

All antennas or aerials, if any, must be of the concealed type, and installed in attic space. No home satellite dish or similar facility is permitted on any part of any lot, except a satellite dish not larger than twenty-four (24) inches in diameter which shall not be mounted on any roof. Such satellite dish shall be mounted on a pole at a location which is of the least visibility thereof to the other lots in the Subdivision but provides the necessary reception of signals for the maximum use intended for the dish. Only one such dish shall be allowed and the location to be approved by the Architectural Control Committee.

15. **PETS, LIVESTOCK AND POULTRY:**

No animals, livestock, birds or poultry shall be kept or maintained on any part of the property, except no more than a total of two (2) of either dogs, cats or other common household pets or any combination thereof, for the pleasure and use of the occupants, provided they are not kept, bred or maintained for any commercial purposes. No animals shall be permitted to leave the owner's lot unless restrained at all times by an adequate collar and a leash of no more than six (6) feet. No animal shall be permitted outside of an owner's residence or the owner's lot unless restrained by a leash tethered securely to prevent the animal from immigrating beyond the owner's lot.. No animal shall become a nuisance to other owners in the Subdivision by barking or other acts. No dogs of a aggressive nature, or vicious or aggressive breeds, such as Pit Bulls, Rottweilers or any others deemed aggressive or vicious by the Committee shall be kept or maintained for any period of time on any part of a lot or structure thereon. Any feces deposited by an animal on a lot (including owner's lot) or on any public or private property in the Subdivision shall be immediately removed by the owner(s).

16. **FIREWOOD:**

No firewood shall be stored outside of a permitted structure on any lot.

17. **DRIVEWAYS:**

All owners shall be required to install an asphalt, concrete or decorative paver driveway on their lots within eighteen (18) months from the date of completion of any residence on a lot.

18. **LAMPPOST AND MAILBOXES:**

A lamppost of the same design and composition as approved by the Committee shall be installed on each lot, and shall be consistently located not less than 25 feet, plus or minus, from the road pavement and at a location in line with such installed on adjacent lots. Such lampposts shall be on a timer and illuminated each day from dusk to dawn of the next day. Homeowners are responsible for the installation of a

mailbox. United States Postal Regulations must be observed by the homeowner as to the placement of the mailbox. The mailbox shall be of the same design and composition as approved by the Committee for all lots in the Subdivision.

19

MAINTENANCE OF PROPERTY:

Each owner shall keep and maintain all lots and improvements owned by him/her in good condition and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and trimming of all trees, hedges, shrubbery and other plantings so that the same are not detrimental to adjoining lots, obstructive of a view of Oneida Lake and its shoreline, or unattractive in appearance; and the repairing and painting (or other appropriate external care and maintenance) of all improvements. Each owner shall maintain all lawn, shrubbery and trees located in the street right-of-way adjacent to such owner's lot

20

LIGHTING / SOUND:

All exterior lighting shall be as approved by the Committee. The use of high intensity light sources and motion activated lighting shall not adversely affect the use of neighboring properties by glare or excessive light spillage.

The sound level produced by mechanical, electrical or other operations on the lot as measured at the lot lines thereof shall not exceed the ambient noise level in the public highway abutting the lot.

21

DOCKS AND OTHER SHORELINE IMPROVEMENTS:

All docks or similar apparatus and other shoreline improvements shall be approved by the Committee. Docks shall be placed at and extend from a location which is at the middle of the shoreline between the side lines of a lot, unless otherwise approved by the Committee. All other characteristics of such structures or improvement shall be as approved by the Committee.

Docks which are removed from the water for temporary storage shall be stored within the water's edge and the retaining wall set forth on the final subdivision plan.

22

TOWN AGREEMENT / SPEDES PERMIT:

As long as any Town Agreement or any similar agreement as to installation on care/maintenance or warranty of any public (or to be so dedicated) highway or utility in the subdivision is in effect, each owner of a lot in said subdivision shall comply with all provisions of said agreement as they pertain to that particular lot or as they pertain to the maintenance of the public roads, utility easements and drainage facilities and easements in the subdivision. Each owner shall further comply with any SPEDES Permit or storm water or detention permit or regulations as may be in existence and issued to the LLC as Developer or to all owners in the Subdivision as the

case may be.

23

ENFORCEMENT:

Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity by a person or legal entity owning a lot in the Subdivision against any person, or persons or legal entity violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages.

A lot owner(s) who shall succeed in obtaining a judgment or injunction in an action or proceeding against another lot owner for a violation or attempted violation of the Covenants and Restrictions herein, shall be entitled to recover reasonable attorneys fees and related expenses incurred in the action or proceeding.

The failure of any lot owner to enforce any provision of these Covenants and Restrictions shall not be deemed a waiver or any right to enforcement thereafter.

24

COMMON AREA COSTS:

Each lot by payment by its owner(s) (excepting Lot 7) shall equally share in any costs, as approved by the Architectural Control Committee, related to the maintenance, replacement, and cost of operating any of the common elements of the Subdivision including but not limited to, fencing (including off site fence on adjacent County Park), detention pond, emergency ingress and egress, entrance monuments, landscaping, and lighting. In addition, the lot owners agree that any lighting posts required to be placed on the individual lots as part of the road lighting system shall be maintained in good working order and be lit every night at times consistent with the Town ordinances. The cost of operating and maintaining such lighting on a lot shall be borne by owner(s) thereof.

25.

AMENDMENT:

The Covenants and Restrictions may be amended herein by a vote of two-thirds of the owners of all lots, except lot 7, (each lot entitled to one vote to be exercised proportionately by the owners of the lot) and the recording of a resolution to that effect in the Onondaga County Clerk's Office.

26

EFFECTIVE DATE AND DURATION:

The aforementioned Covenants and Restrictions shall become effective upon the recording hereto in the Onondaga County Clerk's Office, and shall continue to be in full force and effect for twenty (20) years thereafter. Thereafter, these Covenants and Restrictions shall be continued for successive five (5) year periods unless terminated by a vote of two-thirds of the then owners of record (voted as hereinabove) and the recording of a resolution to that effect in the Onondaga County Clerk's Office.

27.

SEVERABILITY:

Invalidation of any one or more of the above Covenants or Restrictions by judgment or court order shall in no way affect the validity of the remaining Covenants and Restrictions, all of which shall remain in full force and effect.

Date: April 1, 2008

THE BLUFF AT ONEIDA SHORES LLC.

By: David J. Valenti
David J. Valenti, Managing Member

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

On the 1st day of April in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared David J. Valenti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

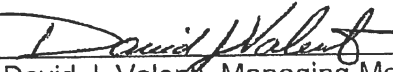
Nancy J. Lockward
Notary Public

NANCY J. LOCKWARD
Notary Public, State of New York
Qualified in Onondaga County
No. 34-7580200
Commission Expires September 30, 2010

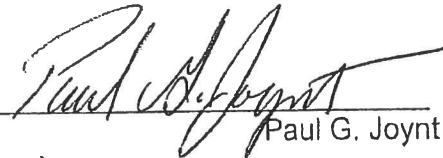
Lot 1 Owner: THE BLUFFS AT ONEIDA SHORES LLC
CONTRACT VENDEE: PAUL G. JOYNT

Date: April 1, 2008

The Bluffs At Oneida Shores LLC


By: 
David J. Valenti, Managing Member

Date: April 1, 2008


Paul G. Joynt

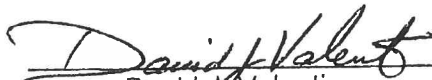
STATE OF NEW YORK)
) ss.:
COUNTY OF ONONDAGA)

On the 1st day of April in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared David J. Valenti and Paul A. Joynt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the Individual (s), or the persons on behalf of which the Individual(s) acted, executed the instrument.


Notary Public
NANCY J. LOCKWARD
Notary Public, State of New York
Qualified in Onondaga County
No. 34-7580200
Commission Expires September 30, 2010

Lot 2 Owner

Date: April 1, 2008


David J. Valenti

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

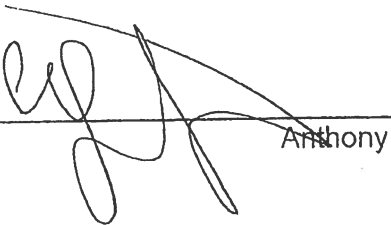
On the 1st day of April in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared David J. Valenti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

NANCY J. LOCKWARD
Notary Public, State of New York
Qualified in Onondaga County
No. 56-1500200
Commission Expires September 30, 2010

Lot 3 Owner

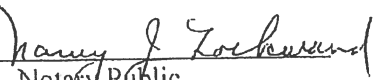
Date: April 1, 2008



Anthony A. Pugliese

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

On the 1st day of April in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony A. Pugliese, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

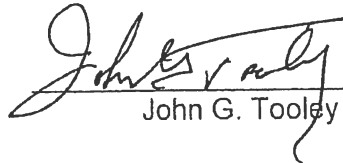


Notary Public

NANCY J. LOCKWARD
Notary Public, State of New York
Qualified in Onondaga County
No. 34-7560200
Commission Expires September 30, 2010

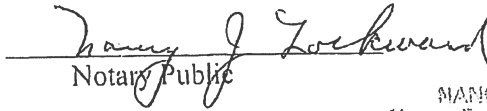
Lot 4 Owner

Date: April 1, 2008


John G. Tooley

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

On the 1st day of April in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared John G. Tooley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

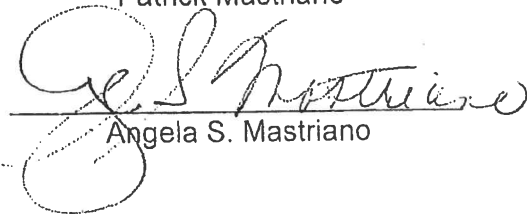

Notary Public

NANCY J. LOCKWARD
Notary Public, State of New York
Qualified in Onondaga County
No. 54-7510200
Commission Expires September 30, 2010

Lot 5 Owner

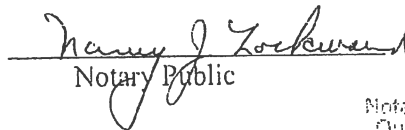
Date: April 1, 2008


Patrick Mastriano


Angela S. Mastriano

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

On the 1st day of April in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick Mastriano and Angela S. Mastriano, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person(s) upon behalf of which the individuals acted, executed the instrument.


Notary Public

NANCY J. LOCKWARD
Notary Public, State of New York
Qualified in Onondaga County
No. 34-7566200
Commission Expires September 30, 2010

Lot 6 Owner

Date: April 1, 2008

THE BLUFF AT ONEIDA SHORES LLC.

By: David J. Valenti
David J. Valenti, Managing Member

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

On the 1st day of April in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared David J. Valenti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Nancy J. Lockward
Notary Public

NANCY J. LOCKWARD
Notary Public, State of New York
Qualified in Onondaga County
No. 34-7580200
Commission Expires September 30, 2010

Mail to: 03546
COULTER, VENTRE & MCCARTHY
636 Old Liverpool Road
Liverpool, New York, 13088