

PROTECTIVE COVENANTS [Residential use only]
MILLCROFT SUBDIVISION
Village of Lansing, Tompkins County, New York
Millcroft Trust, Developer

These restrictions shall apply to the area situated in the Village of Lansing, County of Tompkins, State of New York, consisting of Lots numbered ___ through ___ of MILLCROFT SUBDIVISION as shown on a final plat map entitled “*Final Plat of _____*” dated _____ to be filed in the Tompkins County Clerk’s Office.

The purpose of these restrictions is to establish and preserve an attractive and stable residential area by the private control of land use. The following covenants are meant to supplement the applicable local and state ordinances, regulations, and restrictions enacted in and in effect for the Village of Lansing, Tompkins County, New York in which this area is located, and to the extent that any restrictions or regulations made herein are more lenient or less restrictive than the applicable regulations, ordinances, or other restrictions in effect in the Village of Lansing, Tompkins County, New York, the later shall govern and apply. This parcel is also subject to any applicable additional regulations of the Village of Lansing or any other governing agency or jurisdiction, and further subdivision or development of the premises known as Millcroft Subdivision is restricted and controlled thereby:

1. **RESIDENTIAL USE AND RESPONSIBILITIES:** Subject to the remaining provisions of these covenants, the land and buildings shall be used only for residential purposes with a dwelling unit for one family. There shall also be permitted one subordinate apartment dwelling within such residential building or within a garage or carriage house building which may be occupied by a family (meaning persons related by blood or marriage), or by not more than two unrelated people provided such use complies with applicable zoning law (including the acquisition of a special permit when required by such law and conformity with any conditions imposed as part of the administration of such law). Not more than one primary residential building shall be erected on each lot and no lot shall be subdivided without the prior written consent of Millcroft Trust and only if permitted by applicable law. All lots are subject to the applicable provisions of the Village of Lansing Zoning Law. All lot owners will be responsible for keeping their lot stream drainage ways that are not within village easements clear of vegetation that may clog or impair the drainage ways.

2. **BUILDING HEIGHT AND LOCATION:** No part of any building with the exception of chimneys and/or plumbing vents or stacks, shall exceed a height of thirty-five (35) feet as measured vertically from the lowest finished grade abutting the building to the height which is level with the highest part of the building roof. The location of each building on its site is subject to set back requirements as shown on the plat to assure the best views are maintained from each site. All construction shall be within the buildable area as shown by the set back lines on the plat. All chimney and/or

plumbing vents or stacks shall be no higher than five (5) feet above the highest part of the building roof.

3. **TRAILERS/MOBIL HOMES/VEHICLES:** No trailers are permitted except construction trailers during actual construction, nor shall any mobile home be permitted to be kept on the premises. No unregistered motor vehicle shall be kept outside on the premises. At any one time, one boat and one recreational vehicle or camper may be stored on a lot, provided the boat is on a trailer, the recreational vehicle or camper is not occupied over night, and the surroundings are kept in a neat and orderly fashion. Notwithstanding this paragraph, no construction trailer shall remain on the premises for more than 365 days in any 3-year period.

4. **TREES AND VEGETATION:** Lot owners, builders, and the agents, contractors, employees or associates of any lot owner or builder will act reasonably and in good faith to protect and preserve mature or otherwise aesthetically valuable trees or other vegetation consistent with the residential development of each lot. Trees and shrubs native to the development site will be preferred when plantings are planned. In order to preserve the character of the land and the views of the adjacent homeowners, the height of trees and shrubs and their placement on each site must be considered. New plantings should appear natural to the area. The maximum height of trees and shrubs will be considered by the Owners and developer in order to protect the vistas of each residence. In all cases, the following provisions will be followed and will be binding:

A. **Areas that are subject to an easement of the Village of Lansing:** As set forth on the lot or as otherwise granted to the village; in any village easement area there shall be no dumping of leaves, compost, refuse, or other material and no lot owner will permit any activity on his or her lot in the area subject to any such village easement that would hinder drainage or otherwise impair the rights of the village in exercising its rights under the easement. Only minimal, reasonable trimming or pruning of trees or vegetation in any such area will be permitted and in all cases no removal or damage to any trees over six inches in trunk diameter measured one foot above grade will be permitted and in all cases no trimming, pruning, or other acts concerning any tree or vegetation in any such village easement area will be permitted if the village prohibits any such activity. In any and all cases no trimming, pruning or other activity shall be permitted which effects any detention pond vegetation or drainage area vegetation and all such vegetation shall be preserved and protected at all times. All federal, state and local ordinances, rules and regulations on pesticide use and other hazardous substance regulations shall be complied with at all times.

B. **Areas of lots that are outside village easement areas:** In any area of a lot that is outside a village easement area the lot owner, builder, and their agents, contractors, employees and associates, will reasonably act to protect mature trees, natural vegetation, and wild life habitat

consistent with the use of the premises for residential purposes. In any front yard (the area between the residence's exterior wall that is closest to a street and extended to the side lines of the lot to the paved street), only trees native to the development site or determined by the developer to be compatible with such native trees will be planted by the lot owner.

- i. In any area of a lot inside the setback lines (areas shown on the plot plan to be far enough from boundaries to be built upon), the lot owner, builder, their contractors, invitees, employees, and agents will position construction, improvements, fencing, pools, and all temporary or permanent landmarks or construction equipment so as to reasonably preserve trees over six inches in trunk diameter measured one foot above grade consistent with the approved location of the improvement. The above activities will also be subject to section 12 of these protective covenants.
- ii. In any area of a lot outside the setback lines (areas shown on the plot plan to be too close to boundaries to be built upon) the lot owner, builder, their contractors, invitees, employees, and agents shall act to protect and preserve any tree over six inches in trunk diameter measured one foot above grade, any tree or vegetation marked by the developer or developer's agent on the tree or vegetation as a tree or vegetation to be preserved, and any tree or vegetation marked on the plot plan or any survey provided to the lot buyer as being a tree a tree or vegetation to be preserved. In the case of any such tree or vegetation marked on a survey provided to a lot buyer or otherwise marked physically on the tree or vegetation such marking shall be in place prior to the acceptance of any offer of purchase of the lot involved.

C. Control of vegetation within clear site areas: In any clear site area that is subject to an easement in favor of the Village of Lansing as shown on the plot plan or as otherwise granted to the village, the lot owner, their agents, contractors, employees, or associates shall not introduce any vegetation that is commonly known to grow to a height or otherwise occupy an area that would violate any height or similar restriction set by the Village for any clear site easement area. Vegetation that complies with any such Village restriction shall be permitted provided the Village does not object to any such vegetation.

5. **CONSTRUCTION AND STORAGE:** The exterior construction of

buildings shall be completed within (1) one year of commencement of construction and final completion, together with grading and seeding of the lawn, shall be done within six (6) months thereafter. The premises shall not be used for the storage of any construction materials, machinery, equipment or supplies of any kind or nature, except during the course of actual construction of improvements to the premises.

6. **SIGNS:** No signs owned or authorized by individual lot purchasers shall be permitted on the premises nor within building lots built on the premises which are exposed to the outside. Temporary signs indicating premises are “For Sale” or “For Rent” or setting forth names of contractors or other trades actually involved during the construction of improvements may be placed on the premises provided such signs are no larger than five (5) square feet and with no side being longer than three (3) feet, and provided there is never more than two (2) such signs at any given time on such premises.

7. **PETS:** No livestock, chickens, pigs, exotic, or other animals other than usual household pets shall be kept on the premises subject to the remaining portions of this paragraph. An enclosure for up to three (3) pets may be maintained on the premises. Any such enclosure shall not be visible from any street adjoining the property, shall be screened or landscaped so as to prevent its visibility from adjoining properties, and the exterior appearance shall be maintained in a clear, orderly manner. Lot owners shall be responsible for limiting noise from pets so as to be respectful of all neighbor’s rights to quietly enjoy their premises.

8. **YARDS AND UNDEVELOPED LOTS:** All yards except for gardens, ornamental landscaping areas, or driveways shall be covered by natural grass and no artificial yard coverage shall be permitted. Lawns and buildings shall be maintained in a neat and orderly manner. The storage or piling of articles outside of the residence shall not be permitted unless associated with the immediate construction of the dwelling or improvements thereon, in which case such articles shall be removed upon completion of the construction. In order to preserve the character of the land and the views of adjacent homeowners, the height of trees and shrubs and their placement on each site shall be maintained in consideration of such character of the land and views of adjacent homeowners. Where any subdivision lot is purchased by an owner and such lot is not developed into a residence within a one-year period of the date of such purchase, that lot owner shall be responsible for mowing and maintenance of the lot so as to prevent the invasion of the lot by shrubbery and scrub trees. After that initial one-year period, if development is not commenced or if control of such shrubbery and scrub trees is not carried out by the lot owner, the developer or an agent designated by the developer, shall be expressly authorized to clear out and/or mow down such high grasses, shrubbery, and scrub trees as in the discretion of the developer or his designated agent shall be necessary to maintain the appearance of the lot. The owner of such lot shall also be obligated to the developer, or his or her designated agent, for a sum of up to \$1,000.00 every two (2) years to compensate for such mowing and clearance work that is performed after the initial one-year period passes. In the event of such mowing or clearance work by the developer or his designated agent, the developer and any such designated agent shall not

be liable in any way for the mowing down or clearance of any such grasses, shrubbery, or scrub trees.

9. **OUTSIDE FACILITIES, EQUIPMENT, LIGHTING OR FENCES:** No satellite dishes or other devices designed to receive radio, television, or related reception shall be placed on any premises at a height greater than fifteen (15) feet above the highest roof line of the dwelling on the premises, and in all events, no satellite dishes greater than three (3) feet in diameter will be placed on any premises. No propane or other types of fuel tanks shall be permitted on the premises, except for such tanks as are necessary for outdoor grill or other barbecuing purposes or for appliances in the residence, in which case no such tank shall exceed 250 gallons. Any such tanks that are necessary shall be enclosed and screened and not visible from any street or other lot, nor shall they be located closer than twenty-five (25) feet to any boundary line of any lot. The type and placement of exterior lighting devices must be approved by the developer. The concern will be to eliminate or reduce glare and annoyance to neighboring property owners and passersby. No man-made fences will be constructed on or adjacent to any lots unless expressly approved in writing in its discretion by Millcroft Trust or its successor.

10. **GARBAGE OR TRASH:** No Structure separate from the main residence shall be erected or maintained for the storage of garbage or other equipment or material. Garbage and trash or other refuse shall be kept in secure containers with covers and shall be outside the residence only on evenings before or days when such garbage, trash or other refuse is to be picked up.

11. **POOLS:** Any outdoor pools shall be inground so that the water level is below grade and no closer than twenty (20) feet from any boundary line of any lot and shall only be located in the backyard of any premises. All such pools shall be fenced in by a fence at least four (4) feet high and as otherwise required by applicable codes.

12. **ARCHITECTURAL AND RELATED APPROVAL:** Before construction, exterior alternation, or any other exterior improvements on premises (including, without limitation, fences, pools, or outbuildings), the contractor or lot owner shall obtain a written certificate from the developer, or the developer's designated agent, that in the determination of the developer the planned action or actions are suitable and proper for the location and compatible with the residences in the subdivision, and the lot owner will provide any reasonable information sought by the developer or the developer's designated agent to make such a determination, including, but not necessarily limited to, the cost of the action, sketch plans and written description showing the intended action, survey map showing the proposed location of the action, and the type of construction and materials that will be used in any such action. The developer's review and determination shall include, but not necessarily be limited to, lot owner compliance with all of the terms of these protective covenants and shall include review and determination of proper exterior materials and finishes on improvements, landscaping, and tree or other significant vegetative plantings other than unfenced household vegetable or floral gardens. Said certificate shall be procured and recorded in the Tompkins County Clerk's Office at the cost of the lot owner. The developer or the developer's agent shall

have the authority to exempt any given lot from this review process and will have the authority to terminate this approval requirement by written notice of such termination sent to lot owners by first class mail at any time.

13. **MAILBOXES:** Streetside mailboxes or paper receptacles shall be maintained in a neat and orderly fashion and must be compatible with the neighborhood. If the developer provides written specifications on mailbox or mailbox pole design to a lot buyer prior to closing on the lot purchase, the lot owner will comply with those specifications.

14. **SIZE AND LOCATION OF DWELLINGS:** All dwellings constructed shall have a minimum residential area of 2400 square feet of inhabitable space, excluding the garage, basement, and attic area of any such dwelling. All such dwellings and other improvements shall be constructed consistent with the setback requirements shown on the plat and shall be constructed in such a way so as to not encroach upon or otherwise interfere in any way with any easements or rights-of-way that may exist on the premises.

15. **COMMERCIAL, BUSINESS, OR PROFESSIONAL USE:** No commercial, business, or professional use or office or business may be operated or maintained on the premises, except that occupants who reside in the dwelling as their primary residence for at least six (6) months out of each calendar year may operate a professional office or other business from the premises, provided such operations is solely from within the dwelling unit, there is no evidence on the exterior of the premises indicating any such professional or business use, such use does not generate any more than one (1) customer or client visit to the premises at any one time and also generates no more than three (3) customers or clients in any one day, and such use does not involve any employee(s) of the office or business working on the premises. Notwithstanding this provision, the Developer shall have authority in its sole discretion to grant a written revocable license to the owner of a lot permitting the owner to post on the premises one (1) sign of no greater than (2) square feet and permitting the owner to have no more than one employee of the office or business working in the dwelling unit for up to eight (8) hours per week day or any shorter time period as set forth in the revocable license. Any such commercial, business, or professional use or office or business must also comply with applicable zoning law (including the acquisition of a special permit when required by such law and conformity with any conditions imposed as part of the administration of such law).

16. **ENFORCEMENT OF PROTECTIVE COVENANTS:** Any or all of the above covenants may be enforced by injunction or by any other appropriate legal remedy. The invalidity of any part or portion of these covenants shall not invalidate any other part or portion of the same. These covenants shall be enforced by and run for the benefit of each of the lots of this subdivision. Each lot shall have the right of enforcement thereof as against any other lot for any such violation.

17. **AMENDMENT OF PROTECTIVE COVENANTS:** The approval of the owners of 75% of the total number of lots contemplated by the developer in the

subdivision as determined by the developer shall constitute authorization for the amendment, exemption, alteration, or change in any one or all of the foregoing covenants, with each lot to be entitled to a single vote irrespective of the number of owners of such lot. If any given lot has more than one (1) owner and such owners are unable to reach consensus on their vote as of the date such vote is to occur, then that lot's vote shall be disregarded. Notwithstanding any other terms of these covenants, no such amendment, exemption, alteration, or change in any such covenant will be valid if the developer owns any approved or contemplated lot of the subdivision until the developer approves such amendment, exemption, alteration, or change, with such approval being in writing, signed, and acknowledged by the developer.

18. **CONVEYANCE:** Any conveyance or transfer of title or any interest in any lots subject to these covenants shall include a specific statement subjecting title to the provisions of these protective covenants. It shall be specific compliance with this paragraph to state that the conveyance is made together with and subject to the covenants, rights, easements and conditions established by a Declaration of Protective Covenants made and executed by Millcroft Trust with the date of execution provided, and recorded in the Tompkins County Clerk's Office in the Liber and Page number of the deed book in which these restrictions are recorded, and if these covenants are subsequently amended, the conveying language shall add reference to such amendments, including the dates of same, dates of recording, and the book and page of such recording.

19. **EXPIRATION:** Unless the expiration date is otherwise amended or altered as herein provided, these covenants shall expire on December 31, 2040.

MILLCROFT TRUST

Millcroft Covenants Addendum

Paragraph 9 – Outside Facilities, Equipment, Lighting or Fences

Note that exterior lighting shall not be permitted that deviates from the soft muted lighting provided by the street lighting or is an annoyance to others.

Paragraph 12 – Architectural and Related Approval

- a. Meritorious architecture, good balance, and integration of design elements are desired. Consistent with upscale quality image but avoiding sameness of variations on “model house”.*
- b. Materials and construction to be of highest quality and not of minimum quality to pass building codes. Interior finish to high standards with utilities and equipment scaled to surpass minimum requirements.*
- c. Foundations will be poured concrete with exposure limited to 18” above front grade.*
- d. All exterior chimney surfaces shall be masonry with non-metal flues*
- e. Any exterior masonry or stone shall be full depth and not applied surface treatment*
- f. All siding and trim shall be wood.*
- g. Windows with metal storm sash shall not be used.*
- h. Exterior colors shall be consistent with the natural setting with earth tones predominating*
- i. Roof colors shall be black or gray unless otherwise approved.*
- j. Driveways shall be paved and of non-reflective materials. Porous block paving desirable but not required.*

Paragraph 13 – Mailbox and pedestal shall be to design provided by developer.

Paragraph 14 – Size and Location – Garage entrance should be to the side if site permits

Other – Builder shall warrant against any damage to road, road gutters or other infrastructure during construction. Escrow will be required.