

This is a re-typed copy of the

LINCOLNSHIRE CIVIC ASSOCIATION DEED RESTRICTIONS

Recorded: State of New York, County of Tioga on the 7th day of November 1983 and notarized by Judith A. Melville

No. 1.

Except as otherwise provided herein, no lot shall be used except for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars.

No. 2.

No building shall be erected, placed or altered on any lot until the construction plans and specifications have been reviewed by the Architectural Control Committee and approved in writing by the Lincolnshire Civic Association Board of Directors as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless plans therefore shall likewise have been approved by such committee.

No. 3.

No new dwelling shall be placed upon any lot which contains less than 9,000 square feet of area.

No. 4.

No dwelling shall be permitted on any lot, the ground floor area of which (exclusive of garage) shall be less than the following: for a one story house, nine hundred fifty (950) square feet; for a one and one-half story house, seven hundred twenty (720) square feet; and for a two story house, six hundred twenty-four (624) square feet. The living area of split level homes shall not be less than one thousand one hundred fifty (1150) square feet.

No. 5.

No building or any projection thereof shall be located nearer to the front lot line than thirty (30) feet nor nearer to the back lot line than thirty (30) feet nor shall any building be located nearer than eight (8) feet to any side lot line. Corner lots contain two front lot lines and two side lot lines. Front lot lines are adjacent to the streets. Location of utility sheds are an exception, subject to review and approval as set forth in Restriction No. 2.

No. 6.

Unfinished building exteriors of materials such as building paper, insulation, and sheathing, shall not be permitted for a period to exceed six months after the construction of the building has been commenced.

No. 7.

No individual sewage-disposal system shall be permitted on any lot.

Lincolnshire Civic Association Deed Restrictions (continued)

No. 8.

No building which shall have been constructed or erected upon any lot not within the boundaries of the aforementioned tract shall be moved, erected or placed upon any lot within said tract.

No. 9.

Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each interior lot and ten feet on each boundary lot.

No. 10.

No lot shall be used for other than residential purposes and no activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Neither this nor any other covenant or restriction set forth herein shall be interpreted to prevent the construction and maintenance of playground areas (including swimming pools and parks maintained on any part of the Lincolnshire Development).

No. 11.

No lot shall be used or maintained as a dumping ground or storage for rubbish, waste, junk, autos or auto parts, or new or used materials (except temporarily during the construction or modification of a dwelling). Trash, garbage or other waste shall not be kept except in sanitary containers.

No. 12.

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.

No. 13.

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than ten square feet advertising the property for resale or rent, or signs used by a builder to advertise the property during the construction and sales period.

No. 14.

No structure in the nature of a temporary dwelling shall be permitted on said premises and no trailer, tent, shack, barn or other out building shall be permitted on said premises either temporarily or permanently or shall any such structure or basement or garage be used as a temporary or permanent residence. Recreation vehicles shall be allowed on said premises during seasonal months. Recreation vehicles shall be stored in a garage or off said premises during the off season. Utility sheds shall be permissible on said premises as set forth in Restrictions Nos. 2 and 5.

No. 15.

The Architectural Control Committee shall be composed of three persons who shall be elected to said committee by the Lincolnshire Civic Association Board of Directors. Neither the committee nor any of its members shall be entitled to any compensation for services performed to this covenant.

No. 16.

The Board of Directors' approval or disapproval as required in these covenants shall be in writing, which approval shall not be unreasonably withheld. In the event this committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied to.

No. 17.

For the purpose of the improvement and maintenance of all lots and the facilities in the Lincolnshire Development, all persons who now own or who shall hereafter acquire lots in the Lincolnshire Development shall be obligated to become members of the Lincolnshire Civic Association and shall remain members so long as said persons shall own property in this development. Said Association shall be conducted for the purposes of improvement and maintenance to the recreational facilities provided or to be provided. All of said owners shall be bound by and adhere to the rules and regulations of said Association.

No. 18.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under said covenants. These covenants may be amended, altered, repealed or added to in any manner not inconsistent with the statutes of the State of New York or the provisions of the Certificate of Incorporation by the affirmative vote of a majority of the members of the Lincolnshire Civic Association, Inc. entitled to vote thereon.

No. 19.

These covenants and restrictions may be enforced either by the owners, or their personal representatives, heirs, distributees and assigns, of any real property within the Lincolnshire Development who are substantially affected by the violation or attempted violation of any such covenant or restriction. Enforcement shall be by proceedings 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..

No. 20.

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

No. 21.

If said Lincolnshire Civic Association, its administrators or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning or having an interest in any of the real property above described, to institute and prosecute an action or proceeding at law or in equity against any person or persons violating or attempting to violate any of the restrictive covenants herein contained and to enjoin and prevent same and/or recover damages for such violation or attempted violation.

No. 22.

Each and every grantee of each and every lot or parcel of the premises herein described, as part of the consideration of the sale of the lot or lots to them, and by their acceptance of the deed or other instrument of conveyance, covenant for themselves, their respective distributees, heirs, personal representatives and/or assigns, that they each will incorporate the above restrictive covenants in any and all conveyances of said lots or parcels by setting the same forth in full or making suitable reference to this Declaration of Restrictions in said instrument of conveyance, and each agrees that as a part of the consideration of the sale of said lands to him or her, that he will abide by the covenants and restrictions herein contained.

End of Deed Restrictions

The "official copy" of these restrictions is filed with the Tioga County Clerk, Book 403, Page 523.

: The above deed restrictions were amended in 1983. Two pages preceded the restrictions above... this reads:

Certificate of Change
To the Declaration of Restrictions of
The Lincolnshire Subdivisions No. 1, 2 and 3.

We, the undersigned, being a majority of the record owners of the lots situate in the Lincolnshire Subdivisions No. 1, 2 and 3 in the Town of Owego, County of Tioga and State of New York, pursuant to the provisions of paragraph 18 of the Declaration of Restrictions dated October 31, 1958 and recorded November 6, 1958 in the Tioga County Clerk's Office, do hereby agree to alter, amend and change said covenants so that they shall hereafter provide as follows:

Acknowledgement

State of New York:
County of Tioga : ss.:

On this 20th day of September, 1983, before me, the subscriber personally appeared Molly A. Lane, Ralph F. Lane, Margaret R. Locke, Dorothy A. Johnston, Edwin C. Johnston, Paul E. Locke, Dolores M. Dickinson, Robert E. Dickinson, Barbara M. Thompson, William E. Thompson, Joan Neary, John T. Neary, Donna DeLozier, Wendy Carter, Jack E. Carter, Darith D. Gruszka, Michael P. Gruszka, Lorraine J. Ware, Newell E. Ware, Beverly L. Plummer, Norman R. Plummer, Raymond A. Hagstrom, Elizabeth Wilbur, Mahlon D. Wilbur, Irene Waters, Robert W. Waters, Patricia A. Gause, Donald C. Gause, Russell V. Nicosia, Shirley A. Nicosia, Dolores R. Carlson, James F. Frye, Marilyn J. Frye, Charlton H. Cobb, Sandra J. Hollenback, Faye D. Lem, John L. Lem, Emma M. Sedore, Stephen R. Sedore, Barbara A. Intrieri, Matthew C. Intrieri, Nancy Eliyas, Clarence J. Eliyas, John W. Oliver, David J. Oliver, Kathy A. Coyne, Theron L. Wenner Jr., Frances Wenner, John M. Marshall, Paul T. Coyne, Joan Miller, Pat Doerr, Dan Doerr, Rosemary L. Schappelle, Samuel J. Schappelle, Barbara A. Russell, Charles R. Russell, H.G. Nickerson, Carol Howard, John M. Howard, Clifford R. Miller, Genevieve S. Miller, Susan M. Wright, Allen L. Wright, Agnes Schlee, Frank H. Schlee, John E. Jones, Jacqueline Heenan, Josephine Marshall, Lionel E. Luis, Jr., Steven S. Palinosky, Margaret A. Palinosky, Janet T. Cross, Norman P. Cross, Thomas F. Sarge, Gail M. Sarge to me personally known and known to me to be the same persons described in and who executed the within Instrument and they duly acknowledged to me that they executed the same.

Signed:
Judith A. Melville Reg. No. 4734766
Notary Public, State of New York
Qualified in Tioga County
My Commission Expires March 30, 1984

Acknowledgement

State of New York:
County of Tioga : ss.:

On this 4th day of October 1983, before me, the subscriber, personally appeared Edna G. Cobb, William S. Leighton and Florence L. Leighton to me personally known and known to me to be the same persons described in and who executed the within Instrument and they acknowledged to me that they executed the same.

Signed:
Judith A. Melville Reg. No. 4734766
Notary Public, State of New York
Qualified in Tioga County
My Commission Expires March 30, 1984

Recorded on the 7th day of November 1983
4:30 o'clock p.m.
Charles M. Blackman