



New York State
 DEPARTMENT OF STATE
 Division of Licensing Services
 P.O. Box 22001
 Albany, NY 12201-2001

Customer Service: (518) 474-4429
 Fax: (518) 473-6648
 Web site: www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers and sellers of property to advise the potential buyers and sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales associates.

Throughout the transaction you may receive more than one disclosure form. The law requires each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interest. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this

by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

As part of your negotiations with a real estate agent, you may authorize your agent to engage other agents whether you are a buyer or seller. As a general rule, those agents owe fiduciary duties to your agent and to you. You are not vicariously liable for their conduct.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation.

DOS 1736 (11/06)

This contract was prepared by PEI LIN HUANG using the INSTANET FORMS internet contract management service.



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Dual Agency with Designated Sales Associates

If the buyer and seller provide their informed consent in writing, the principals or the real estate broker who represents both parties as a dual agent may designate a sales associate to represent the buyer and another sales associate to represent the seller to negotiate the purchase and sale of real estate. A sales associate works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales associate for the buyer will function as the buyer's agent repre-

senting the interests of the buyer and the designated sales associate for the seller will function as the seller's agent representing the interests of the seller in the negotiations between the buyer and seller. A designated sales associate cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales associate must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales associates before agreeing to such representation.

This form was provided to me by the company named below:

Licensee or Associate of Licensee: Pei Lin Huang (Signature) of

Company: Keller Williams Realty

The above-named company, which is licensed as a Real Estate Broker is (check one)

- The Seller's Agent () A Dual Agent
- () The Buyer's Agent () A Dual Agent With Designated Sales Associates
- () The Broker's Agent

If Dual Agent with Designated Sales Associates is checked:

_____ is appointed to represent the buyer; and
_____ is appointed to represent the seller in this transaction.

(I)(We) acknowledge receipt of a copy of this disclosure form:

Signature of () Buyer(s) and/or (X) Seller(s):

X [Signature] _____

Date: 6/23/07

Date: _____

This form must be copied as a one page, two-sided form.



Property Condition Disclosure Statement

Name of seller or sellers: THOMAS ERICKSON

Property address: 8062 LUCAS DRIVE, CLAY, NY 13041

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This disclosure statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instructions to the seller:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form yourself.
- If some items do not apply to your property, check "NA" (non-applicable). If you do not know the answer check "UNKN" (unknown).

Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorizes his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

General Information

- How long have you owned the property? FIVE (5) YEARS SEVEN (7) MONTHS
- How long have you occupied the property? FIVE (5) YEARS SEVEN (7) MONTHS
- What is the age of the structure or structures? FIVE (5) YEARS SEVEN (7) MONTHS
Note to buyer- If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
- Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? Yes No UNKN NA
- Does anybody else claim to own any part of your property? Yes No UNKN NA (if yes, explain below)

6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property?
Yes No UNKN NA (if yes, explain below)
7. Are there any features of the property shared in common with adjoining land owners or a homeowners association, such as walls, fences or driveways? Yes No UNKN NA (if yes describe below)
8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? Yes No UNKN NA (if yes, explain below)
9. Are there certificates of occupancy related to the property? Yes No UNKN NA (if no, explain below)

Environmental

Note to Seller - In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short- or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

Note to Buyer - If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain? Yes No UNKN NA (if yes, explain below)
11. Is any or all of the property located in a designated wetland? Yes No UNKN NA (if yes, explain below)
12. Is the property located in an agricultural district? Yes No UNKN NA (if yes, explain below)
13. Was the property ever the site of a landfill? Yes No UNKN NA (if yes, explain below)
14. Are there or have there ever been fuel storage tanks above or below the ground on the property?
Yes No UNKN NA
If yes, are they currently in use? Yes No UNKN NA Location(s) _____
Are they leaking or have they ever leaked? Yes No UNKN NA (if yes, explain below)
15. Is there asbestos in the structure? Yes No UNKN NA (if yes, state location or locations below)
16. Is lead plumbing present? Yes No UNKN NA (if yes, state location or locations below)
17. Has a radon test been done? Yes No UNKN NA (if yes, attach a copy of the report)
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? Yes No UNKN NA (if yes, describe below)
19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance?
Yes No UNKN NA (if yes, attach report(s))

Structural

20. Is there any rot or water damage to the structure or structures? Yes No UNKN NA (if yes, explain below)
21. Is there any fire or smoke damage to the structure or structures? Yes No UNKN NA (if yes, explain below)
22. Is there any termite, insect, rodent or pest infestation or damage? Yes No UNKN NA (if yes, explain below)

23. Has the property been tested for termite, insect, rodent or pest infestation or damage?
 Yes No UNKN NA (if yes, please attach report(s))
24. What is the type of roof/roof covering (slate, asphalt, other.)? ASPHALT
 Any known material defects? NO
 How old is the roof? FIVE (5) YEARS SEVEN (7) Months
 Is there a transferable warrantee on the roof in effect now? Yes No UNKN NA (if yes, explain below)
25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions. Yes No UNKN NA (if yes, explain below)

Mechanical Systems & Services

26. What is the water source (circle all that apply - well, private, municipal, other)? If municipal, is it metered?
 Yes No UNKN NA MUNICIPAL
27. Has the water quality and/or flow rate been tested? Yes No UNKN NA (if yes, describe below)
28. What is the type of sewage system (circle all that apply public sewer, private sewer, septic or cesspool)?
 If septic or cesspool, age? _____
 Date last pumped? _____
 Frequency of pumping? _____
 Any known material defects? Yes No UNKN NA (if yes, explain below)
29. Who is your electric service provider? NATIONAL GRID
 What is the amperage? _____
 Does it have circuit breakers or fuses? CIRCUIT BREAKERS
 Private or public poles? N/A
 Any known material defects? Yes No UNKN NA (if yes, explain below)
30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? Yes No UNKN NA (if yes, state locations and explain below)
31. Does the basement have seepage that results in standing water? Yes No UNKN NA (if yes, explain below)

Are there any known material defects in any of the following (if yes, explain below. Use additional sheets if necessary):

- | | |
|--|---|
| 32. Plumbing system? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 33. Security system? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 34. Carbon monoxide detector? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 35. Smoke detector? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 36. Fire sprinkler system? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 37. Sump pump? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 38. Foundation/slab? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 39. Interior walls/ceilings? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 40. Exterior walls or siding? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 41. Floors? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 42. Chimney/fireplace or stove? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 43. Patio/deck? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 44. Driveway? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 45. Air conditioner? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 46. Heating system? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 47. Hot water heater? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 48. The property is located in the following school district _____ | UNKN |

Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and flood plain maps)

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

- ① MAY 2007 HOME INSPECTION AVAILABLE UPON REQUEST.
- ② WALL MOUNTED TV IN MASTER BEDROOM DOES NOT STAY. OWNER TO REPAIR WALL.
- ③ BOAT HOIST/WINCH SYSTEM IN GARAGE TO BE REMOVED.
- ④ HOME OWNERS COVENANT AVAILABLE UPON REQUEST.

Seller's Certification:

SELLER CERTIFIES THAT THE INFORMATION IN THIS PROPERTY CONDITION DISCLOSURE STATEMENT IS TRUE AND COMPLETE TO THE SELLER'S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE SELLER. IF A SELLER OF RESIDENTIAL REAL PROPERTY ACQUIRES KNOWLEDGE WHICH RENDERS MATERIALLY INACCURATE A PROPERTY CONDITION DISCLOSURE STATEMENT PROVIDED PREVIOUSLY, THE SELLER SHALL DELIVER A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT TO THE BUYER AS SOON AS PRACTICABLE. IN NO EVENT, HOWEVER, SHALL A SELLER BE REQUIRED TO PROVIDE A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT AFTER THE TRANSFER OF TITLE FROM THE SELLER TO THE BUYER OR OCCUPANCY BY THE BUYER, WHICHEVER IS EARLIER.

Seller  date 6-22-2007

Seller _____ date _____

Buyer's Acknowledgment:

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer _____ date _____

Buyer _____ date _____

ADDITIONAL LISTING INFORMATION

FOR PROPERTY LOCATED AT:

8062 Lucas Dr.

As owner of the property referenced above, I give permission for videos to be taken of the exterior and interior of my property. I also give permission for these images to be used for marketing purposes on the internet.

I also state that there is ___ or will be at time of closing a working carbon monoxide detector located within my property.

To the best of my knowledge children residing at my property attend the following schools:

District: Cicero N. Syracuse

Elementary: CNS

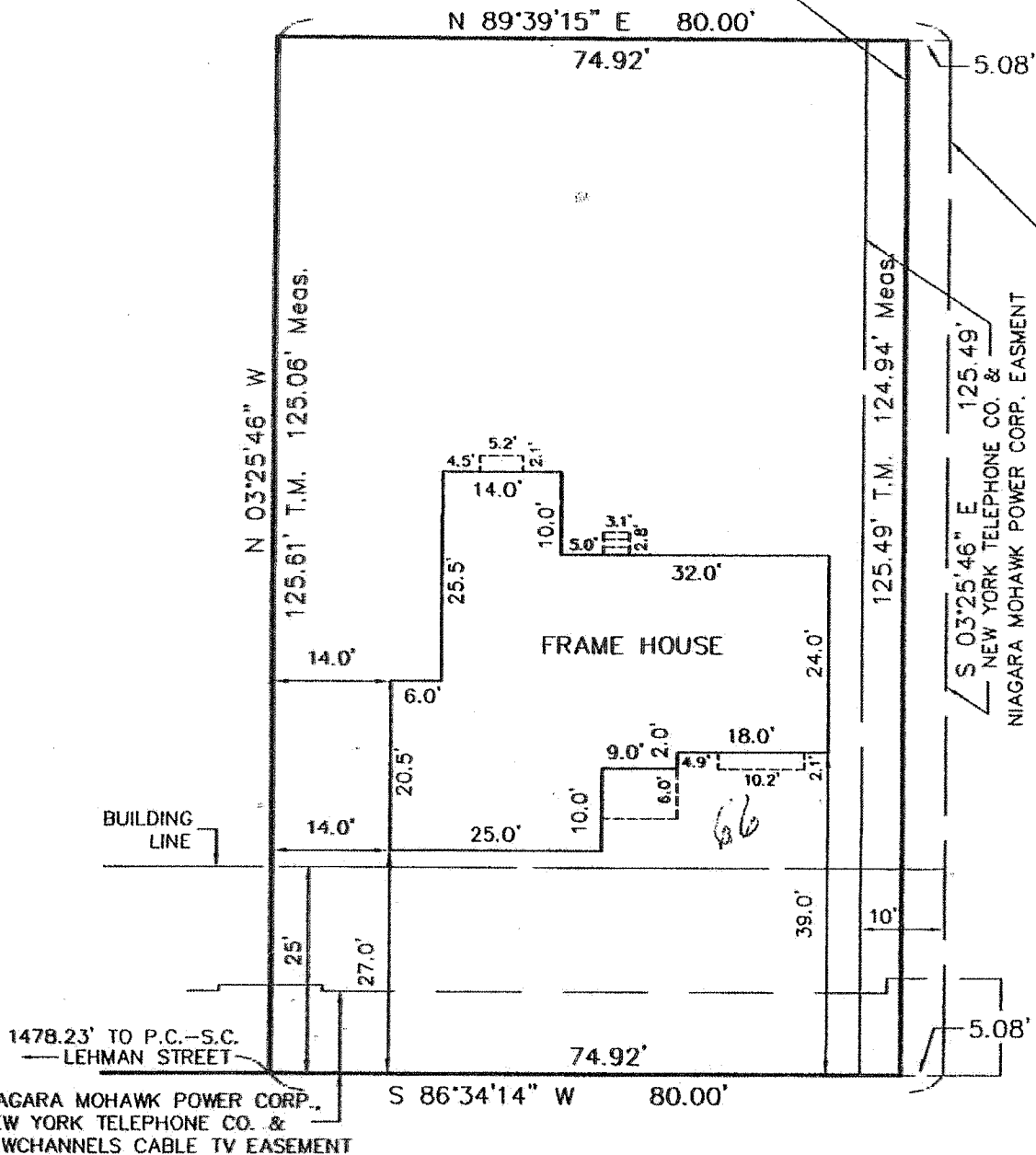
Middle: _____

High School: _____

*Call
School
district
pls.*


Signed _____

WESTERLY BOUNDARY MARLIN MEADOWS
SECTION No. 1 MAP No. 5270



EASTERLY BOUNDARY CEDAR HOLLOW
MAP No. 7288

LUCAS DRIVE

CEDAR1RL.DWG

Unauthorized alteration or addition to a survey map
 bearing a licensed land surveyor's seal is a violation
 of section 2209, sub-division 2 of the New York State
 Education Law.

TRACT MAP	
BY:	SURVEY SYSTEMS
DATE FILED:	MAY 11, 1990
MAP NO.	7288
PROPERTY CORNERS NOT SET THIS SURVEY, UNLESS SHOWN. OFFSETS FROM PROPERTY LINES MEASURED TO FOUNDATION WALLS, UNLESS	

LOT No. 1
CEDAR HOLLOW



View Your Account: Gas Usage

Name: THOMAS J ERICKSON

Account Number: ██████████ [VIEW ANOTHER ACCOUNT](#)

Service Address: 8062 LUCAS DR *LOT 1 CLAY NY 13041

Details		Electric Usage		Gas Usage		Payments
Read Date & Days	Read Type	Total Therms	Utility Charges	Supplier Charges	Late Payment Charges	Total Charges
06/11/2007 33 days	Actual	39	\$65.37	\$0.00	\$0.00	\$65.37
05/09/2007 32 days	Actual	83	\$115.85	\$0.00	\$0.00	\$115.85
04/07/2007 31 days	Actual	152	\$186.24	\$0.00	\$0.00	\$186.24
03/07/2007 28 days	Actual	196	\$223.23	\$0.00	\$0.00	\$223.23
02/07/2007 30 days	Actual	223	\$236.14	\$0.00	\$0.00	\$236.14
01/08/2007 31 days	Actual	125	\$158.09	\$0.00	\$0.00	\$158.09
12/08/2006 32 days	Actual	122	\$159.01	\$0.00	\$0.00	\$159.01
11/06/2006 31 days	Actual	82	\$104.35	\$0.00	\$0.00	\$104.35
10/06/2006 29 days	Actual	12	\$27.95	\$0.00	\$0.00	\$27.95
09/07/2006 30 days	Actual	17	\$34.11	\$0.00	\$0.00	\$34.11
08/08/2006 29 days	Actual	11	\$26.46	\$0.00	\$0.00	\$26.46
07/10/2006 33 days	Actual	20	\$38.50	\$0.00	\$0.94	\$39.44
06/07/2006 30 days	Actual	37	\$62.40	\$0.00	\$0.00	\$62.40
05/08/2006 32 days	Actual	69	\$103.22	\$0.00	\$0.00	\$103.22
04/06/2006 29 days	Actual	106	\$137.87	\$0.00	\$0.00	\$137.87
03/08/2006 29 days	Actual	157	\$193.32	\$0.00	\$0.00	\$193.32
02/07/2006 29 days	Actual	145	\$200.97	\$0.00	\$0.00	\$200.97
01/09/2006 32 days	Actual	141	\$202.59	\$0.00	\$0.00	\$202.59
12/08/2005 35 days	Actual	115	\$185.96	\$0.00	\$0.00	\$185.96
11/03/2005 27 days	Actual	36	\$74.22	\$0.00	\$0.00	\$74.22
10/07/2005 30 days	Actual	22	\$50.59	\$0.00	\$0.00	\$50.59
09/07/2005 30 days	Actual	15	\$33.50	\$0.00	\$0.00	\$33.50
08/08/2005 32 days	Actual	28	\$46.94	\$0.00	\$0.00	\$46.94
07/07/2005 31 days	Actual	26	\$42.76	\$0.00	\$0.00	\$42.76

Table View
 Chart View
 Download Detailed Usage

Account Links

Account Information

- > [View Your Account](#)
- > [View Multiple Accounts](#)
- > [Update Contact Info](#)

Payment Services

- > [Budget Plan](#)
- > [DirectPay](#)
- > [Online Bill-Pay](#)
- > [Find Payment Locations](#)

Moving?

- > [Start Service](#)
- > [Stop Service](#)

Other Online Services

- > [Meter Read](#)
- > [Street Lighting](#)
- > [Report Energy Theft](#)
- > [New Choices](#)



View Your Account: Electric Usage

Name: THOMAS J ERICKSON

Account Number: [REDACTED] [VIEW ANOTHER ACCOUNT](#)

Service Address: 8062 LUCAS DR *LOT 1 CLAY NY 13041

Details		Electric Usage		Gas Usage		Payments	
Read Date & Days	Read Type	Total kWh	Utility Charges	Supplier Charges	Late Payment Charges	Total Charges	
06/11/2007 33 days	Actual	1,198	\$176.55	\$0.00	\$0.00	\$176.55	
05/09/2007 32 days	Actual	829	\$127.64	\$0.00	\$0.00	\$127.64	
04/07/2007 31 days	Actual	706	\$106.44	\$0.00	\$0.00	\$106.44	
03/07/2007 28 days	Actual	1,029	\$154.73	\$0.00	\$0.00	\$154.73	
02/07/2007 30 days	Actual	1,118	\$164.53	\$0.00	\$0.00	\$164.53	
01/08/2007 31 days	Actual	1,091	\$148.58	\$0.00	\$0.00	\$148.58	
12/08/2006 32 days	Actual	1,261	\$170.37	\$0.00	\$0.00	\$170.37	
11/06/2006 31 days	Actual	1,272	\$171.90	\$0.00	\$0.00	\$171.90	
10/06/2006 29 days	Actual	1,623	\$215.43	\$0.00	\$0.00	\$215.43	
09/07/2006 30 days	Actual	2,495	\$327.04	\$0.00	\$0.00	\$327.04	
08/08/2006 27 days	Actual	2,256	\$298.59	\$0.00	\$0.00	\$298.59	
07/12/2006 35 days	Actual	2,690	\$343.21	\$0.00	\$4.12	\$347.33	
06/07/2006 30 days	Actual	2,103	\$274.80	\$0.00	\$0.00	\$274.80	
05/08/2006 32 days	Actual	1,507	\$196.92	\$0.00	\$0.00	\$196.92	
04/06/2006 29 days	Actual	1,487	\$204.09	\$0.00	\$0.00	\$204.09	
03/08/2006 29 days	Actual	1,472	\$203.54	\$0.00	\$0.00	\$203.54	
02/07/2006 29 days	Actual	1,489	\$223.10	\$0.00	\$0.00	\$223.10	
01/09/2006 32 days	Actual	1,693	\$209.81	\$0.00	\$0.00	\$209.81	
12/08/2005 35 days	Actual	1,652	\$197.44	\$0.00	\$0.00	\$197.44	
11/03/2005 27 days	Actual	1,323	\$160.71	\$0.00	\$0.00	\$160.71	
10/07/2005 30 days	Actual	2,819	\$324.76	\$0.00	\$0.00	\$324.76	
09/07/2005 30 days	Actual	2,699	\$300.41	\$0.00	\$0.00	\$300.41	
08/08/2005 32 days	Actual	3,518	\$383.30	\$0.00	\$0.00	\$383.30	
07/07/2005 31 days	Actual	3,609	\$368.84	\$0.00	\$0.00	\$368.84	

Account Links

Account Information

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- > [View Multiple Accounts](#)
- > [Update Contact Info](#)

Payment Services

- > [Budget Plan](#)
- > [DirectPay](#)
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Moving?

- > [Start Service](#)
- > [Stop Service](#)

Other Online Services

- > [Meter Read](#)
- > [Street Lighting](#)
- > [Report Energy Theft](#)
- > [New Choices](#)



ESCROW

All parties acknowledge that it may take up to seven (7) business days for the Earnest money funds to clear the bank. In the event the contract is cancelled the funds will be disbursed as soon as they are available from our HSBC Escrow account. In accordance with Section 778 of the General Business Law of the State of New York, we are required to advise you that should Keller Williams Syracuse be the escrow agent in the attached Contract to Purchase or Lease, the down payment will be deposited in the escrow agent's bank account maintained at HSBC during the term of the escrow.

FRANCHISE DISCLOSURE ADDENDUM

Broker and owner Nastri Real Estate LLC is an independent franchise of the Keller Williams Realty System. Each office is independently owned and operated.

EQUAL OPPORTUNITY POLICY STATEMENT

Nastri Real Estate LLC dba Keller Williams Syracuse is a member of the Multiple Listing Service, which covers the Greater Syracuse area and some surrounding counties. Our agents can show you any homes you wish to see, regardless of location.

It is the policy of Keller Williams Syracuse to comply with local, New York State, and Federal fair housing laws. These laws require that the type of service provided to a home seeker shall not be influenced by the home seeker's race, color, religion, sex, handicap, familial status, or national origin - or such other classes as may be determined by law to be protected classes (collectively referred to as "protected classes"). Our agents are not authorized to discuss with any customer or client the composition of any neighborhood or area based upon protected classes listed. Neighborhood information may usually be secured from local schools, police departments, government offices, or from residents of the area. Further, our agents are not permitted to select houses or other property for prospective buyers on the basis of the neighborhood composition of protected classes.

If at any time in your relationship with this form, you believe that you may not have received equal service because of your protected class, we strongly encourage you to notify either the manager of the branch office through which you are seeking assistance, or the Principal Broker of this company. We do not expect there will be any problems, but we would like the opportunity to correct any problems that you feel may exist.

COMMISSION PAYMENT AUTHORIZATION

New York State Real Property Law considers the real estate commission due at the time of the meeting of the minds, which would be at the time a Purchase Offer or Lease is accepted. However, most real estate companies, including Keller Williams Syracuse, defer the actual collection of this earned commission until the closing of the sale or lease execution. In consideration of this deferred commission collection we request your authorization for collection of the commission at the closing or lease execution from the proceeds or a certified check.

To: Attorney, Closing Agent or Lender's Attorney:

I (we) hereby authorize and request that the real estate commission for the sale/lease/exchange of the above property, or any portion thereof outstanding, be disbursed from the proceeds of the sale/lease/exchange at the time of closing or lease execution as billed to Keller Williams Syracuse, which will indicate direct payment to the applicable real estate companies involved. In the event the proceeds are insufficient, the balance shall be paid by a certified check drawn on or official check issued by any bank, credit union (provided such check is drawn on a New York State bank) or savings and loan association having a banking office in the State of New York.

CERTIFICATION

I have read and understood the information in the "Franchise Disclosure Addendum" and the "Equal Opportunity Policy Statement".

SELLER NAME(S)

BUYER NAME(S)

SIGNATURE OF PROSPECTIVE SELLER

SIGNATURE OF PROSPECTIVE BUYER

SIGNATURE OF PROSPECTIVE SELLER

SIGNATURE OF PROSPECTIVE BUYER

I certify that I have provided the Prospective Buyer(s)/Seller(s) named above with a copy of the "Franchise Addendum" and "Equal Opportunity Policy Statement".

Signature of Sales Associate: Reilin Huang

Broker/Manager: _____ Phone: _____

Company Name: Nastri Real Estate LLC dba Keller Williams Syracuse

Date of Signatures: 6.23.07

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CEDAR HOLLOW
(CEDARVILLE ESTATES)

ONONDAGA DEVELOPMENT CORPORATION, a New York corporation, with offices at 217 South Salina Street, Syracuse, New York, 13202, hereinafter referred to as Grantor, is the owner in fee simple of certain real property located in the Town of Clay, County of Onondaga and State of New York, being part of Lot 65 in said town, all as more particularly described in Schedule A annexed hereto and made a part hereof, being a residential subdivision which has been approved as and is known as CEDAR HOLLOW, according to a final plat prepared by David S. Love, L.S., dated May 9, 1989, and recorded in the Office of the Clerk of Onondaga County as Map No. 7136.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the present and future lots comprising such subdivision, Grantor hereby declares that all of the real property described in Schedule A and each part thereof, shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions, which shall constitute covenants running with the land, and shall be binding on, and inure to the benefit of, all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns.

1. DEFINITIONS. Wherever used herein, the following terms shall have the following meanings:

a. "Grantor" shall mean Onondaga Development Corporation, its successors and assigns, provided such successors and assigns acquire one or more unimproved lot or lots from Grantor for the purpose of improving and reselling said one or more lot or lots.

b. "Lot" shall mean any plot of land having a numerical designation on any recorded subdivision plat of Cedar Hollow, including the final subdivision plat designated as Map No. 7136 and referred to above.

c. "Owner" shall mean the record owner or owners (other than Grantor and their successors and assigns) of a fee simple title to any lot in the subdivision, whether such person is a direct grantee of Grantor herein, or any subsequent grantee during the duration of the covenants and restrictions of this declaration.

d. "subdivision" shall mean all of the lands comprising Schedule A as such lands are formally subdivided into a residential subdivision known and to be known as Cedar Hollow in the same manner as the first section thereof known as Cedar Hollow, referred to above.

e. "DECLARATION OF COVENANTS" shall mean this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDAR HOLLOW.

f. "Sale" of any lot or lots shall mean the conveyance of title to any lot or lots by sale, gift, bequest, operation of law, or by any other means by which an owner is divested of legal title to any lot or lots, but shall not mean the transfer of title to any lot or lots from one spouse to the other.

2. ARCHITECTURAL COMMITTEE. An architectural committee is hereby created and established comprising Dan E. Bargaros, Ralph Irelandella and Huet Young, who shall have the power and authority by separate instrument to designate one or more other persons to comprise such architectural committee. In the event of any such appointment, if the number of persons appointed and comprising the committee is an even number, then action by the architectural committee must be unanimous to be effective; if it is an odd number, then action by the architectural committee shall be effective if passed by a majority of persons comprising the committee.

The architectural committee is empowered as follows:

a. No building or other structure shall be erected, and no alterations or additions shall be made to any such building or other structure which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefor by the architectural committee.

b. The architectural committee shall act within 10 days upon any request made by an owner or his agent to approve plans and specifications for the construction of any structure, the addition to any structure, or the alteration of any structure. Within said 10-day period, the architectural committee shall render its decision, in writing, to approve or disapprove any such plans or specifications. No action of the architectural committee shall be effective unless it is in writing, signed by Dan E. Bargabos, Ralph Orlando and Russ Young, or their successors or designees as provided above. The architectural committee's failure to act shall not be deemed approval, but rather shall be deemed as disapproval of the action sought to be approved.

c. No devices for receiving or transmitting electromagnetic signals used in communications, including without limitation, dish antennae for receiving television signals transmitted via satellite, and tower antennae for receiving/transmitting ham radio or other communication signals, shall be erected or installed unless owner first applies for, and obtains, a Special Permit from the architectural committee, which, in its reasonable discretion, exercised in the best interests of the owners in the subdivision, may deny such Special Permit, or may grant it upon conditions specified in its written decision. The architectural committee shall render its

written decision with reasonable promptness, but its failure to do so shall not be deemed approval of the application for the Special Permit, but rather shall be deemed as disapproval of the application for the Special Permit.

d. The architectural committee is hereby empowered to waive any restriction imposed by this DECLARATION OF COVENANTS upon written application of any owner. The power to waive shall be in the sole discretion of the architectural committee and the decision of the committee shall be final. The waiver of any such restriction must be by unanimous vote, regardless of the number of persons comprising said committee.

f. The architectural committee, by unanimous vote, is further empowered to amend any or all of the provisions and restrictions in this DECLARATION OF COVENANTS, provided however, that any such amendment shall not invalidate or in any manner affect any building or other structure on any lot which was in compliance with this DECLARATION OF COVENANTS prior to any such amendment, or which was in compliance when construction of any such building or other structure substantially began and continued in due course. It is the intent of the parties that any building or other structure constructed in reliance on this DECLARATION OF COVENANTS shall remain in compliance hereof notwithstanding any such amendment.

e. During the period the architectural committee is empowered to act under this DECLARATION OF COVENANTS, the architectural committee shall have the final word on whether the proposed plans submitted to it for approval fall within the requirements of this paragraph.

3. Term of Architectural Committee. The architectural committee, and the powers granted to it in this DECLARATION OF COVENANTS, shall continue for a term of five years from the date this DECLARATION OF COVENANTS is recorded in the Office of the Clerk of Onondaga County, or sixty days from the date the

last of all the lots in the subdivision are improved pursuant to the provisions of this DECLARATION OF COVENANTS, whichever shall occur later, on which date all power, authority, rights, duties and obligations of the architectural committee shall cease and terminate. For purposes of this paragraph the date all lots in the subdivision are improved pursuant to the provisions of this DECLARATION OF COVENANTS shall be the date when the last of all such lots shall become owner-occupied.

4. NON-PARTITION. No lot in the subdivision shall be partitioned in kind by the Grantor, or by any owner. Any judicial partition sought by any owner shall be a partition of proceeds, rather than a partition in kind.

5. ONE FAMILY DWELLINGS ONLY. Except as otherwise provided in this DECLARATION OF COVENANTS, no building or structure shall be erected on any lot in the subdivision except a one-family dwelling and not less than a 2-car attached garage, to be occupied by an owner and his immediately family, and to be used solely as a private residence by such owner, and for no other purpose.

6. CONSTRUCTION REQUIREMENTS. The following construction requirements shall be applicable to all residences and additions and alterations thereto, and to other permitted structures, constructed, re-constructed or to be constructed on each lot in the subdivision:

a. Each single family dwelling on each lot shall be constructed according to generally accepted construction standards in the industry in Central New York, and shall have a living area, exclusive of garage, basement (including "finished basement area"),

or attic (including "finished attic areas"), of at least one thousand six hundred (1,600) square feet. Exterior siding of each dwelling shall consist of vinyl, wood, brick or quarried stone, or a combination thereof.

b. No fence shall be permitted to be positioned and remain upon the portion of any lot within the subdivision which lies between the rear line of the residence constructed or to be constructed, and the road line. Additionally, on corner lots, no fence shall be placed within the setback line area facing the street to the side of the main dwelling. No metal or chain link fences shall be permitted on any lot in the subdivision. Any fences which are installed shall be of good quality construction, made from natural materials, installed in a good workmanlike manner, and shall not exceed a height of six feet.

c. No out-buildings of any kind or nature shall be permitted on any lot in the subdivision except gazebos, greenhouses, inground swimming pools, and similar recreational structures. All such structures shall be constructed in a good workmanlike manner, and, except for swimming pools, shall be made from natural materials. No above ground pools shall be permitted or constructed on any lot in the subdivision.

In making its decisions, the architectural committee shall be guided by, but shall not be restricted to, the provisions contained in this paragraph.

7. Keeping of Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot in the subdivision, except a maximum of two dogs, two cats, and other household pets kept for personal and not for commercial purposes.

8. Noxious Activities. No noxious or offensive activity of any kind, including any activity which result in loud noises or offensive odors, shall

be carried in or on any lot. The keeping of animals as provided in the previous paragraph shall not be considered noxious or offensive activities.

9. Motor Vehicles. No motor vehicles of any kind shall be stored or parked out-doors on any lot unless it has a valid registration, and no trucks or vans shall be stored or parked out-doors on any lot except light-use trucks utilized by the owner-occupant for personal use.

10. Temporary Structures. No mobile home, trailer, recreation vehicle, tent, or any other temporary structure of any kind, shall be stored, parked, or erected on any lot in the subdivision, and no such temporary structure shall be used as either a temporary or permanent residence on any lot in the subdivision, except that an owner may store on his lot no more than one mobile recreational vehicle, either self-propelled or trailer, provided such recreational vehicle is hidden from the view of any other lot by the use of appropriate landscaping shrubbery.

11. Signs. No signs of any kind or nature shall be displayed on any lots in the subdivision, except a sign which will not exceed seven square feet solely for the purpose of advertising the property for sale by the owner, grantor, or builder, or their agents, and only during the executory period of the contract of sale.

12. No Storage of Trash. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot in the subdivision except in sanitary containers located in appropriate areas concealed from public view.

13. Lawn and Home Care. Each owner of a lot shall, at his own cost and expense, maintain his lot and lawn in a mowed, neat condition, free from any and all debris. In addition, the owner shall repair and maintain his residence, and any permitted other structures, in substantially the same

condition as when the house was initially constructed, normal wear and tear excepted.

14. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

15. Amendments. This DECLARATION OF COVENANTS may be amended by the architectural committee during the term it is empowered to act by duly recording in the Office of the Clerk of Onondaga County an appropriate instrument executed and approved by the architectural committee, provided however, that any such amendment shall not invalidate or in any manner affect any building or other structure on any lot which was in compliance with this DECLARATION OF COVENANTS prior to any such amendment, or which was in compliance when construction of any such building or other structure substantially began and continued in due course. It is the intent of the Grantor that any building or other structure constructed in reliance on this DECLARATION OF COVENANTS shall remain in compliance hereof notwithstanding any such amendment. Any amendment or modification of any of the covenants, conditions, or restrictions of this DECLARATION OF COVENANTS does not extinguish the right to further modification or amendment by the architectural committee.

16. Enforcement. The Grantor, the architectural committee, and any owner in the subdivision, as complainants, shall have the right and authority, but not the duty, to enforce any and all provisions of this DECLARATION OF COVENANTS by any proceeding at law or equity. In the event of any such enforcement in a court of law or equity, and the petitioning Grantor, Architectural Committee, or owner prevails and an order or judgment issues from the court permanently restraining the the activity of the respondent or

... incurred by the complainants or complainance, subject to the discretion of the court.

17. SUBORDINATION. No breach of any of the provisions herein contained shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein. This DECLARATION OF COVENANTS shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

18. DURATION. This DECLARATION OF COVENANTS shall run with and bind the land and the owners of each lot, and shall inure to the benefit of and be enforceable by the Grantor and the architectural committee until the Grantor shall have sold the last lot in the subdivision, and until the expiration of the term of the architectural committee, and shall be binding upon and enforceable by each owner, for a period of forty (40) years from the date this DECLARATION OF COVENANTS is recorded in the Office of the Clerk of Onondaga County.

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York, being a part of Lot 65 in said town and more particularly described as follows:

BEGINNING at a point in the center line of Caughdenoy Road 20 feet westerly as measured along said center line from the southwest corner of Dennis Sick (Book of Deeds 2955, Page 132); thence S. $85^{\circ} 37' 40''$ W. along the said center line a distance of 434.42 feet to the southeast corner of Iozza (Book of Deeds 3030, Page 345); thence N. $3^{\circ} 12' 30''$ W. along the east line of said Iozza a distance of 150 feet to the northeast corner thereof; thence S. $85^{\circ} 39' 05''$ W. along the north line of said Iozza and said line extended, a distance of 145 feet to the east line of Donald W. Miller, Inc. (Book of Deeds 2496, Page 568); thence N. $3^{\circ} 12' 30''$ W. along the east line of said Miller and along the east line of the Spruce Hill Farms Amended (Filed Map No. 5443) a distance of 1183.51 feet to a point in the south line of Cherry Estates, P.U.D. Section 2 (Filed Map No. 5483); thence N. $86^{\circ} 39' 15''$ E. along the said south line, which is along the north line of Military Lot 65, a distance of 744.16 feet to a point which is the northwest corner of Block 10-C as shown on Filed Map No. 5398; thence S. $3^{\circ} 25' 46''$ E. a distance of 1052.13 feet to a point 20 feet north of the northeast corner of Dennis Sick (Book of Deeds 2955, Page 132); thence S. $85^{\circ} 37' 17''$ W. parallel with the north line of said Sick a distance of 170 feet to a point; thence S. $3^{\circ} 25' 46''$ E. parallel with and 20 feet west of the west line of Sick a distance of 270 feet to the point of beginning.