



RECORDED

This Indenture,

April 7, 1994 at 2:48

Book 571 of Deeds Pg. 32

Made the 23rd day of March,

Nineteen Hundred and Ninety-Four (1994) Jesse Schmitt
Lewis County Clerk

Between KEVIN M. GORMAN and SARAH A. GORMAN, residing at
204 Conrad Drive, Rochester, New York 14616,

parties of the first part, and

RODNEY J. WIDRICK and NANCY MONNAT-WIDRICK,
husband and wife, residing at P.O. Box 416, Croghan,
New York 13327, as tenants by the entirety,

Witnesseth that the parties of the first part, in consideration of parties of the second part,

----- One and no/100 -----Dollar (\$ 1.00)
lawful money of the United States, and other good and valuable consideration
paid by the parties of the second part, do hereby grant and release unto the
parties of the second part, their heirs, distributees, and assigns forever, ~~and~~

ALL THAT TRACT OR PARCEL OF LAND in the Town of Croghan, Lewis County,
New York described as Lot 7 (13.014) acres) on a map of the subdivision
entitled "Map Showing Division of Lands to be Conveyed to Christmas &
Associates, Inc. in the 9th & 10th East - 15th & 16th North Ranges,
Great Lot 5, Macomb's Purchase, Town of Croghan - Lewis County - New
York", by Thomas J. Kovach, Professional Land Surveyor No. 49092 of
Brantingham, New York 13312, dated March 24, 1992 which map was
filed on April 14, 1992 in the Lewis County Clerk's Office as Map
No. 1905.

BEING PART OF THE PREMISES conveyed by B & B Investment Partnership
to Christmas & Associates, Inc. by deed recorded in the Lewis County
Clerk's Office.

BEING the same premises conveyed by Christmas & Associates, Inc., to
Kevin M. Gorman and Sarah A. Gorman, by Warranty Deed dated May 26,
1992, and recorded in the Lewis County Clerk's Office on May 28,
1992, in Liber 548 at Page 156.

Said lot and all lots in the subdivision described on the survey map
referred to above shall be subject to the following covenants and
restrictions:

(a) Said lot and the improvements thereon shall be used only
for residential, recreational and agricultural purposes.

(b) All buildings, accessory structures, temporary camps and

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Return to

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referred to above shall be subject to the following covenants and
restrictions:

(a) Said lot and the improvements thereon shall be used only
for residential, recreational and agricultural purposes.

(b) All buildings, accessory structures, temporary camps and
sewage disposal systems shall adhere to the following setbacks:

- 1) 100' from the boundary of any classified wetland.
- 2) 50' from the side and rear boundary lines of each lot.
- 3) 60' from the centerline of any Town, County or private
road.
- 4) 100' from any stream or brook.

(c) No trailer, bus, junk vehicle, basement, tent, shack,
garage or other out-building shall at any time be used as a
residence, except that a temporary structure, camper or tent may
be used for recreational purposes for a period not to exceed nine
months in any one year period. A mobile home is permissible as a
residence provided it meets all state, county and town building code
requirements.

RETURN
TO:

KEVIN M. MCGARDIE
24 N. State St.
P.O. Box 128
Lowville, N.Y. 13367

(d) The outside finish of all buildings must be completed within eighteen months after construction has started. No building paper, insulation board, sheathing or similar non-exterior materials shall be used for the exterior finish of any building. The exterior finish of all buildings shall be composed of natural materials with natural colors harmonious with the existing environment.

(e) The burying or dumping of garbage, junk, trash, oil, petroleum or other liquid or solid waste on any lot, or any other property in the subdivision is strictly prohibited.

(f) Maintenance of the private access road to each lot shall be the sole responsibility of the lot owners. Each lot owner agrees to keep his or her section of the road free of debris and all other obstructions. Lot owners will maintain the road in a suitable condition for two wheel drive vehicular traffic, except when prevented by weather conditions. The Grantor makes no representation concerning the aforesaid road, or maintenance thereof, and has created no mechanism for maintenance of said road.

(g) All new utilities must be constructed underground except when conditions such as ledge or wetlands will cause undue economic hardship.

(h) The grantee(s) herein, by acceptance of this deed, covenant and agree that said lot shall be subject to these covenants and restrictions. These covenants and restrictions shall be included in the deeds and shall bind all lots in the subdivision of property presently owned by Christmas & Associates, Inc., of which this lot is a part. These covenants and restrictions shall inure to the benefit of the grantee(s) herein, their heirs, legal representatives, successors and assigns. These covenants and restrictions may be enforced by the owner(s) of any lot in said subdivision against any person or persons violating or attempting to violate any provision hereof, either to restrain the violation thereof or to recover damages caused thereby. The failure to enforce any of these covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one of these covenants or restrictions shall not affect any other of these provisions which shall thereafter remain in full force and effect. Any lot owner who violates any of these covenants and restrictions shall be liable for the reasonable attorneys' fees and legal expenses of any other lot owner who is successful in a legal action to enforce such covenant or restriction.

(i) The Grantor reserves to itself the right to vary or modify the aforesaid covenants and restrictions, in cases of hardship or practical difficulty where the basic intent and purposes of said covenants and restrictions would not be violated.

of the first part in and to said premises,

To Have and to Hold the premises herein granted unto the parties of the second part, their heirs, distributees and assigns forever.

And said parties of the first part

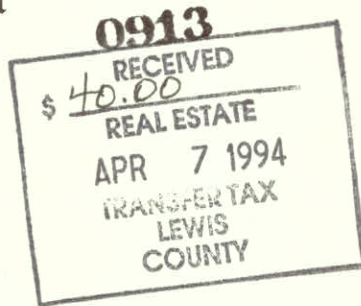
First, That the parties of the second part shall covenant as follows: quietly enjoy the said premises;

Second, That said parties of the first part

will forever Warrant the title to said premises.

In Witness Whereof, the parties of the first part have hereunto set the hands and seals the day and year first above written.

In Presence of



Kevin M. Gorman L.S.
Sarah A. Gorman L.S.
Sarah A. Gorman L.S.
Sarah A. Gorman L.S.

State of New York
County of Monroe

On this 23rd day of March,
Nineteen Hundred and Ninety-Four (1994)
before me, the subscriber, personally appeared

KEVIN M. GORMAN and SARAH A. GORMAN

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.

Richard Troutman
Notary Public

Richard Troutman
Notary Public
State of New York
County of Monroe
My Commission Expires 5/31/95

