

SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND in the Town of Croghan, Lewis County, New York described as Lot 5 (5.157 acres) on a map of the subdivision entitled "Map Showing Division of Lands of Christmas & Associates, Inc., B & B Investments - Phase 2 in the 9th East 15th North Range, 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 April 14, 1992 which map was filed on September 2, 1992 in the Lewis County Clerk's Office as Map No. 1957.

EXCEPTING such portion of said lot as may lie within the boundaries of Fish Creek Road.

BEING PART OF THE PREMISES conveyed by B & B Investment Partnership to Christmas & Associates, Inc. by deed dated May 13, 1992 and recorded in the Lewis County Clerk's Office on May 18, 1992 in Book 548 of Deeds at page 39.

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 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.

(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 on 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.



Douglas P. Hanno, Lewis County Clerk

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