

WARRANTY DEED

THIS INDENTURE

Made the 16<sup>th</sup> day of July, 2005

**BETWEEN:** NEW YORK LAND & LAKES, INC., a corporation organized and existing under the laws of the State of New York, having a principal place of business at 839 State Highway 7, Unadilla, New York 13849.

Party of the first part, and

DAVID T. ZON AND STACEY E. ZON, his wife, residing at 18 Nettlecreek Road, Fairport, New York 14450,

Party of the second part

WITNESSETH, that the party of the first part, in consideration of ONE AND 00/100 Dollars (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

All that piece or parcel of land situate, lying and being in the Town of Fowler, County of St. Lawrence and State of New York, known and designated as Lot #1 on a map and survey prepared by Paul B. Koerts, Licensed Land Surveyor #49580 dated October 27, 2004, and entitled "Final Plat Subdivision of Island Branch Island Branch Road & Emeryville Road Tax Map No. 173.004-2-24.21 & 173.002-2-23" Town of Fowler County of St. Lawrence State of New York, and filed in the St. Lawrence County Clerk's Office on May 4, 2005 as Map #269, Instrument #20057048.

EXCEPTING AND RESERVING to the grantor herein the right to grant a standard easement for utility purposes not to exceed 50 feet in width.

Subject to all covenants, conditions, restrictions, agreements, easements and rights-of-way of record and/or as shown on abovementioned filed subdivision map.

Subject to the following covenants and restrictions:

1. The premises conveyed shall be used for single family



Party of the second part

WITNESSETH, that the party of the first part, in consideration of ONE AND 00/100 Dollars (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

All that piece or parcel of land situate, lying and being in the Town of Fowler, County of St. Lawrence and State of New York, known and designated as Lot #1 on a map and survey prepared by Paul B. Koerts, Licensed Land Surveyor #49580 dated October 27, 2004, and entitled "Final Plat Subdivision of Island Branch Island Branch Road & Emeryville Road Tax Map No. 173.004-2-24.21 & 173.002-2-23" Town of Fowler County of St. Lawrence State of New York, and filed in the St. Lawrence County Clerk's Office on May 4, 2005 as Map #269, Instrument #20057048.

EXCEPTING AND RESERVING to the grantor herein the right to grant a standard easement for utility purposes not to exceed 50 feet in width.

Subject to all covenants, conditions, restrictions, agreements, easements and rights-of-way of record and/or as shown on abovementioned filed subdivision map.

Subject to the following covenants and restrictions:

1. The premises conveyed shall be used for single family homes, non-commercial agricultural and non-commercial recreational uses only except for in home offices and Bed and Breakfast businesses shall be allowed. No other commercial or industrial use of the property is allowed.
2. Only one dwelling shall be allowed per parcel.
3. Grantees agree to keep this lot in good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of unregistered vehicles is prohibited.
4. Single wide mobile homes are not allowed.
5. No camping trailers, tents or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed 180 days per calendar year. Such camping trailers or other recreational vehicles must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic



system. All camping trailers, tents or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the 180 day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.

6. No parcel shall be further subdivided.

7. Individual owners are responsible for obtaining the necessary state and local permits for buildings, wells and septic systems.

8. All driveway crossings and culvert sizes shall be approved by the Town of Fowler Highway Superintendent.

9. There will be no change allowed to existing drainage patterns of ditches and culverts along the town road without approval from the Town Highway Superintendent.

10. Grantor reserves, in a Deed to each parcel, the right to grant an easement of sufficient width for the distribution of utilities.

11. For as long as any portion of the property described in this Deed is subject to regulation under State or Federal Wetland Laws, there shall be no construction, grading, filling, excavating, clearing or other related activity, as defined by these laws, on this property within any wetland area or any adjacent area as set forth in said laws, at any time without having first secured the necessary permission and permit required pursuant to the above noted laws. This restriction shall bind the grantee's, their successors and assigns.

12. There shall be no construction of any permanent dwelling or associated dwelling facilities (i.e., sewage disposal system or well) within 100 feet of the Oswegatchie River.

13. These protective covenants are to run with the land and shall be binding on New York Land & Lakes, Inc. and the grantee, their successors and assigns. The invalidation of any one of the protective covenants by Judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect. These protective covenants may be enforced by New York Land & Lakes, Inc. or the owner of any parcel within the subdivision. If New York Land & Lakes, Inc. brings an action to enforce any of these Protective Covenants, the violator shall be



7. Individual owners are responsible for obtaining the necessary state and local permits for buildings, wells and septic systems.

8. All driveway crossings and culvert sizes shall be approved by the Town of Fowler Highway Superintendent.

9. There will be no change allowed to existing drainage patterns of ditches and culverts along the town road without approval from the Town Highway Superintendent.

10. Grantor reserves, in a Deed to each parcel, the right to grant an easement of sufficient width for the distribution of utilities.

11. For as long as any portion of the property described in this Deed is subject to regulation under State or Federal Wetland Laws, there shall be no construction, grading, filling, excavating, clearing or other related activity, as defined by these laws, on this property within any wetland area or any adjacent area as set forth in said laws, at any time without having first secured the necessary permission and permit required pursuant to the above noted laws. This restriction shall bind the grantee's, their successors and assigns.

12. There shall be no construction of any permanent dwelling or associated dwelling facilities (i.e., sewage disposal system or well) within 100 feet of the Oswegatchie River.

13. These protective covenants are to run with the land and shall be binding on New York Land & Lakes, Inc. and the grantees, their successors and assigns. The invalidation of any one of the protective covenants by Judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect. These protective covenants may be enforced by New York Land & Lakes, Inc. or the owner of any parcel within the subdivision. If New York Land & Lakes, Inc. brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

Being a portion of premises conveyed to New York Land & Lakes, Inc. from Gary C. Williams and Sherrie A. Williams by Deed dated December 1, 2004 and recorded in the St. Lawrence County Clerk's Office December 7, 2004 as Instrument #2004-00022624.

*This conveyance by the grantor is in the normal course of its business and does not represent all or substantially all of the assets of the said grantor.*



TOGETHER with the appurtenances and all the estate and right of the party of the first part in and to said premises.

TO have and to hold the premises herein granted unto the party of the second part, the heirs and assigns forever.

AND the party of the first part covenants as follows:

FIRST, That the party of the first part is seized of said premises in fee simple, and has good right to convey the same;

SECOND, That the party of the second part shall quietly enjoy the said premises;

THIRD, That the said premises are free from encumbrances;

FOURTH, That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH, That the party of the first part will forever WARRANT the title to said premises;

SIXTH, That in compliance with Section 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purposes of paying the cost of the improvement before using any part of the total of the same for any purpose.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 16th day of July, Two Thousand Five.

David T. Zon

NEW YORK LAND & LAKES, INC.

Stacey E. Zon

BY:

  
Robert Lesperence, President

STATE OF NEW YORK )

ss.:

COUNTY OF OTSEGO )

On the 16th day of July in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT LESPERENCE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

DONNA VANDERMARK  
Notary Public, State of New York