

The following restrictions are intended to ensure that all environmentally sensitive areas are protected and that the overall character of the Town of Camden and Tug Hill Region is preserved. Each lot shown on the above referenced survey map is subject to the following covenants:

- (a) Lots shall be used only for residential, agricultural and forestry purposes. Year round residency or occupancy is prohibited on Lot Nos. 5, 6, 7, 8 and 9 unless the written consent of the Town of Camden or Town of Camden Planning Board agreeing to the same is obtained.
- (b) All buildings, accessory structures, and temporary camps, and sewage disposal systems shall adhere to the following setbacks:
 - 1. 100' from the boundary of any classified wetland.
 - 2. 20' from the side and rear lot lines of each lot.
 - 3. 100' from any stream, brook or intermittent water course.
 - 4. Except that any sewage disposal system must be setback 50' from side lines and rear lot lines.
- (c) Each parcel is limited to one residence or seasonal use cabin with associated structures. Two family and/or multi-family dwellings are prohibited. No building will be more than 35' in height. There shall be no further subdivision of any lot.
- (d) Pit privies/outhouses are prohibited by the Town of Camden.

- (c) No trailer, mobile home, basement, tent, shack, garage or other out-building shall at any time be used as a residence except that modular homes or double wide trailers are permitted provided they are set upon a permanent foundation with a minimum four (4) foot high crawl space and are less than six (6) years old at the time of installation on said foundation and otherwise meet all necessary governmental approvals. The placement of abandoned buses, cars or junk vehicles is prohibited on this property. A temporary camp, tent or camper may be used for recreational purposes, but shall not be allowed to remain on any lot for more than thirty (30) days in any one calendar year.
- (f) 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 colors harmonious with the existing environment.
- (g) No offensive activity shall be permitted on any lot nor shall any use or practice be allowed which is a source of annoyance to the residents of the subdivision or which shall interfere with the peaceful possession and proper use of the property.
- (h) The use of ATV's, snowmobiles or like recreational vehicles is limited to travel from the lot to and from preexisting and established trail system(s). By way of example, but in no way limiting the scope of the restrictive covenants set forth in this deal, it is the intention of this covenant to prevent the use of such vehicles for purposes of circling and "doughnut riding" on any lot.
- (i) The burying or dumping of garbage, junk, trash, oil, petroleum or other liquid or solid waste on any lot is strictly prohibited.
- (j) Grantor hereby grants to each lot owner, and each lot owner grants to all other lot owners, an easement for utilities along the access roads adjoining each lot in the subdivision as shown on said survey map. Such utilities to be located as close as practicable to existing roads.
- (k) An easement providing ingress and egress to each lot is hereby granted over all existing roads within the subdivision leading to said lots for all Town planning board members, the Town codes enforcement officer and other Town officials for purposes of monitoring and enforcing said restrictions and/or Town zoning regulations.
- (l) The Grantee(s) herein, by acceptance of this deed, covenants and agrees that said lot shall be subject to these covenants, restrictions and easements. These covenants, restrictions and easements shall be included in the deeds and shall bind all lots in the subdivision of property owned by Christmas & Associates, Inc. of which this lot is a part. These covenants, restrictions and easements shall inure to the benefit of the Grantee(s) herein, their heirs, legal representatives, successors and assignees
- (m) These covenants, restrictions and easements may be enforced by Grantee(s) or Grantor 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, restrictions or easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any of these covenants, restrictions and easements 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, restrictions and easements 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, restriction or easement.
- (n) These covenants, restrictions and easements may also be enforced by the Town Board and/or Town Code Enforcement Officer. The Town shall likewise be entitled to recover the reasonable attorney's fees and expenses of enforcement in a successful legal action.

- (o) The Grantor reserves to itself the right to vary or modify the aforesaid covenants, restrictions and easements, in cases of hardship or practical difficulty where the basic intent and purposes of said covenants, restrictions would not be violated, subject to approval by the Town Planning Board.

SUBJECT TO water rights, if any, reserved in Warranty Deed, recorded in the Oneida County Clerk's Office in Book 1936 of Deeds at Page 637.

ALSO SUBJECT TO an oil and gas lease between Henry K. Brown and Mason-Dixon Energy, Inc. recorded in the Oneida County Clerk's Office as Instrument Number R2002-00090.

ALSO SUBJECT to the state of facts shown on the above referenced survey.

ALSO SUBJECT to the right of the public, if any, in and to Howard Road and VanBuren Road.

TOGETHER WITH and SUBJECT TO all covenants, easements, conditions and reservations of record.