

ALL THAT TRACT OR PARCEL OF LAND in the Town of Diana, Lewis County, New York described as Lot 2 (65 +/- acres) on a map of the subdivision entitled "Deed Plot Map of Christmas & Associates, Inc. Property, Part of Lots 893, 894 and 895 of Great Lot 4 of Macomb's Purchase, Town of Diana, Lewis County, New York" by J.D. Plumley Land Surveying, L.L.S., No. 49793 of Camden, New York dated June 25, 2004 which map was filed in the Lewis County Clerk's Office on July 29, 2005 as Instrument No. M2005-00075.

TOGETHER WITH, SUBJECT TO and RESERVING UNTO GRANTOR, a right of way in common with others for purposes of ingress and egress to said lot and utility purposes therefor. Said right of way within the subdivision shall be 50' in width, the centerline of which is shown on said map.

ALSO TOGETHER WITH and SUBJECT TO covenants, easements and restrictions of record.

SUBJECT to any state of facts a personal inspection or current, accurate survey would disclose.

Grantee, by acceptance of this deed, hereby grants to Grantor a right of first refusal with respect to the subject property. Grantee shall give written notice to Grantor of any bona fide contract of sale of the property, including the terms and conditions thereof. Grantor shall thereupon have thirty days within which to exercise its right to acquire said premises on the same terms and conditions, which right must be exercised by giving written notice thereof to Grantee. Any conveyance or devise to a member of the immediate family of Grantee shall not be subject to this provision. This right of first refusal shall terminate after the first bona fide sale of the subject property, provided Grantor has been given the required written notice.

Said lot and all lots in the subdivision described on said map shall be subject to the following covenants, easements and restrictions:

- (a) Lots shall be used only for residential, recreational, agricultural and forestry purposes.
- (b) No further subdivision shall be permitted on any lot.
- (c) 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. 25' from the side and rear lot lines of each lot.
3. 100' from any stream, brook, pond or intermittent watercourse.

(d) There shall be only one single family dwelling or seasonal camp on each lot in the subdivision. Two family and/or multi-family dwellings are prohibited.

(e) No trailer (single wide or double wide), mobile home, basement, tent, shack, garage or other out-building shall at any time be used as a residence. 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 such structures shall not be allowed to remain on any lot for more than nine (9) months 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 burying or dumping of garbage, junk, trash, oil, petroleum or other liquid and/or solid waste on any lot is strictly prohibited.

(i) Maintenance of the private 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 four wheel drive vehicular traffic, except when prevented by weather conditions. The Grantor and the Town of Diana make no representations concerning the aforesaid roads, or maintenance thereof, and no mechanism for maintenance of any private road is proposed as part of this project.

(j) The Grantor and Grantee herein covenant and agree that said lot shall be subject to these covenants, restrictions and easements. These covenants, restrictions and easements shall be included in all 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, restrictions and easements shall inure to the benefit of the Grantee herein, his, her, their heirs, legal representatives, successors and assigns.

(k) These covenants, restrictions and easements may be enforced by the owner(s) of any lot in said subdivision (including 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. Invalidation of any of these covenants, restrictions or 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.

(l) These covenants, restrictions and easements may also be enforced by the Town Board and/or the Town Code Enforcement Officer. The Town shall likewise be entitled to recover the reasonable attorneys' fees and legal expenses of enforcement in a successful legal action.

(m) 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 and easements would not be violated, subject to approval by the Town or Town Planning Board.