

44456

### WARRANTY DEED

THIS INDENTURE made this 10<sup>th</sup> day of November, Nineteen Hundred and Ninety-six

BETWEEN

**WOODGATE PROPERTIES**, a partnership of Christmas & Associates, Inc. and North Elba Inns, Inc., general partners, of 49 Lake Street, Tupper Lake, New York 12986, "Grantor", both partners being corporations organized under the laws of the State of New York

and

**JENNIFER E. MUDGE** of 325 Union Avenue, Harrison, New York 10528

Grantee

WITNESSETH that the Grantor, in consideration of TEN AND no/100 Dollars and other valuable consideration, paid by the Grantee, does hereby grant and release unto Grantee, her heirs, successors and assigns forever

ALL THAT TRACT OR PARCEL OF LAND in the Town of Salisbury, Herkimer County, New York described as Lot 45 (7.544 acres) on a map entitled "Map Showing Woodgate Properties - Aspen Hills Subdivision Lots 13-22 and 35-46 in the Royal Grant Fourth Allotment and the Ann Johnson Tract, Town of Salisbury, Herkimer County, New York", by Thomas J. Kovach, Professional Land Surveyor No. 49092 of Brantingham, New York 13312, dated March 7, 1995 and revised on March 27, 1995, which map was filed in the Herkimer County Clerk's Office on March 29, 1995 as Map No. JJ20C5.

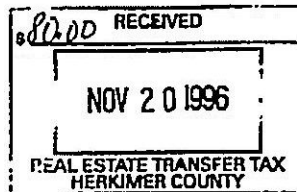
BEING PART OF THE PREMISES conveyed to Woodgate Properties by Ronnie J. Grabowiecki by deed dated January 4, 1995 and recorded in the Herkimer County Clerk's Office on January 19, 1995 in Book 820 of Deeds at page 700.

EXCEPTING therefrom any portion of said lot which falls within the bounds of James Road.

SUBJECT TO utility easements of record.

Said lot and all lots in the Aspen Hills Subdivision shall be subject to the following covenants and restrictions;

*E. Johnson*



19,900 - 0741  
80 -

2.5'  
5'  
28'  
6'

(a) Lots shall be used only for residential, recreational, agricultural and forestry purposes. Only seasonal use recreational camps will be permitted on Lots 29-37, 47-54 and 57-64.

(b) There shall be only one single family dwelling or seasonal use camp on each lot. Two family and/or multi-family dwellings are prohibited. No building will be more than 30' in height. Small lean-tos and/or picnic areas are exempt from all setbacks.

(c) All buildings, accessory structures, temporary camps and sewage disposal systems shall adhere to the following setbacks except that a structure may be rebuilt on the existing foundation on Lot 22:

- 1) 150' from the shoreline of a permanent pond
- 2) 100' from the boundary of any classified wetland
- 3) 25' from the side and rear lot lines of each lot
- 4) 100' from any stream, brook or intermittent water course
- 5) 60' from the centerline of any Town, County or private road (placement of sewage disposal is exempt from this setback)
- 6) 500' from the boundary of the Town of Little Falls watershed boundary line

(d) Further subdivision of lots less than forty (40) acres is prohibited. Any future subdivision of lots greater than forty (40) acres will require the approval of the Salisbury Town Planning Board. All future lots created must be greater than forty (40) acres and include an adequate means of access.

(e) No trailer, 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 shall not be allowed to remain on any lot for more than fourteen (14) consecutive days.

(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) Grantor hereby grants to each lot owner, and each lot owner grants to all other lot owners, easements for utilities along the access rights of way through the subdivision as shown on said survey map, such utilities to be located as close as practicable to existing road.

(j) All new utilities must be constructed underground except when conditions such as ledge or wetlands will cause undue economic hardship for the lot owner.

(k) An easement providing ingress and egress to each lot is granted over all existing roads within the subdivision for all Town Planning Board members, the Town Code Enforcement Officer and other Town officials for purposes of monitoring and enforcing these covenants, easements and restrictions and/or Town zoning regulations.

(l) The Grantor and Grantee(s) hereby indemnify and hold harmless the Town of Salisbury, the Town of Salisbury Planning Board and the Planning Board members from any action, liability or cause of action instituted by a lot owner in the event any such lot owner is unable to locate an adequate potable supply of water or a site suitable for a conventional, individual on-site sewage disposal system within the bounds of a particular subdivision lot.

(m) Maintenance of the private access roads within the subdivision shall be the sole responsibility of those lot owners which adjoin said private roads. Each lot owner agrees to keep his or her section of the road free of debris and all other natural and man-made obstructions. Lot owners will maintain their section of road in a suitable condition for two wheel drive vehicular traffic, except when prevented by weather conditions. The Grantor and the Town of Salisbury make no representation concerning the aforesaid road, or maintenance thereof, and no mechanism for maintenance of said roads other than as stated above has been created.

(n) 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 Woodgate Properties 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 assigns.

(o) 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. Invalidity 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.

(p) 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.

(q) 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 basis intent and purposes of said covenants, restrictions and easements would not be violated, subject to approval by the Town Planning Board.

TOGETHER WITH the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, her heirs, successors and assigns forever.

AND the Grantor covenants as follows:

FIRST, That the Grantee shall quietly enjoy the said premises;

SECOND, That the Grantor will forever WARRANT the title to said premises;

THIRD, 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 purpose of paying the cost of improvement before using any part of the total of the same for any other purpose.

This conveyance is made in the usual and ordinary course of business of the Grantor.

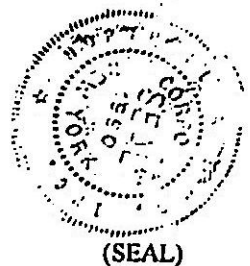
IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be duly executed on the date set forth above.

WOODGATE PROPERTIES, a Partnership

CHRISTMAS & ASSOCIATES, INC., Partner



BY: *D.M. Christmas*  
DANIEL M. CHRISTMAS, President



(SEAL)

NORTH ELBA INNS, INC., Partner

BY: [Signature]  
DANIEL M. CHRISTMAS, Authorized Agent

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[Signature]  
JENNIFER E. MUDGE

STATE OF NEW YORK )  
COUNTY OF FRANKLIN ) ss.

On this 10<sup>th</sup> day of November, 1996, before me the subscriber, personally appeared DANIEL M. CHRISTMAS, to me known, who being by me duly sworn, did depose and say that he is the President of Christmas & Associates, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

[Signature]  
Notary Public

DAVID W. JOHNSON  
Notary Public, State of New York  
02JO1976105  
Qualified in Franklin County  
Commission Expires 8/31/1997

STATE OF NEW YORK )  
COUNTY OF FRANKLIN ) ss.


On this 10<sup>th</sup> day of November, 1996, before me the subscriber, personally appeared DANIEL M. CHRISTMAS, to me known, who being by me duly sworn, did depose and say that he is the Authorized Agent of North Elba Inns, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

[Signature]  
Notary Public

DAVID W. JOHNSON  
Notary Public, State of New York  
02JO1976105  
Qualified in Franklin County  
Commission Expires 8/31/1997

STATE OF NEW YORK )  
COUNTY OF FRANKLIN ) ss.

On this 7<sup>th</sup> day of November, 1996 before me personally came Jennifer E. Mudge to me known and known to me to be the same person described in and who executed the within Instrument, and duly acknowledged to me that she executed the same.



Notary Public

DAVID W. JOHNSON  
Notary Public, State of New York  
02JO1976105  
Qualified in Franklin County  
Commission Expires 8/31/1997

RECORDED  
*Bk 837 Deeds*  
*pg 21*  
96 NOV 20 AM 10:36

HEWLETT CO.  
CLERK'S OFFICE