

**Cedar Knoll
PROTECTIVE COVENANTS**

The premises conveyed shall only be used for residential, agricultural or non-commercial recreational uses except income offices and Bed and Breakfast businesses shall be allowed. No other commercial or industrial use of the property is allowed. All land uses must comply with the Town of Columbia land use ordinances in effect.

- 1) No more than one dwelling shall be allowed per parcel.
- 2) Grantees agree to keep this lot in a good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.
- 3) Single wide mobile homes are not allowed.
- 4) 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 14 days per month. 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 14 day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot. See Town of Columbia Zoning Law section 425 for additional requirements.
- 5) No parcel shall be further subdivided.
- 6) Grantee is responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.
- 7) Grantee is responsible for compliance with Federal Regulations pertaining to soil erosion, sediment control and storm water discharge from construction activities that disturb one or more acres of land.
- 8) Driveways, driveway crossings and culvert sizes along municipal highways shall be approved by the Town of Columbia Highway Superintendent.
- 9) There shall be no change allowed to existing drainage patterns of ditches and culverts along municipal highways without approval from the appropriate Highway Superintendent or New York State Department of Transportation.
- 10) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.
- 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 Grantees, their successors and assigns.
- 12) These Protective Covenants are to run with the land and shall be binding on New York Land & Lakes Development, LLC, and the Grantees, their successors and assigns. The invalidation of any one of the Protective Covenants by judgment 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 Development, LLC, or the owner of any parcel Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

A PORTION OF GREAT LOT 36.