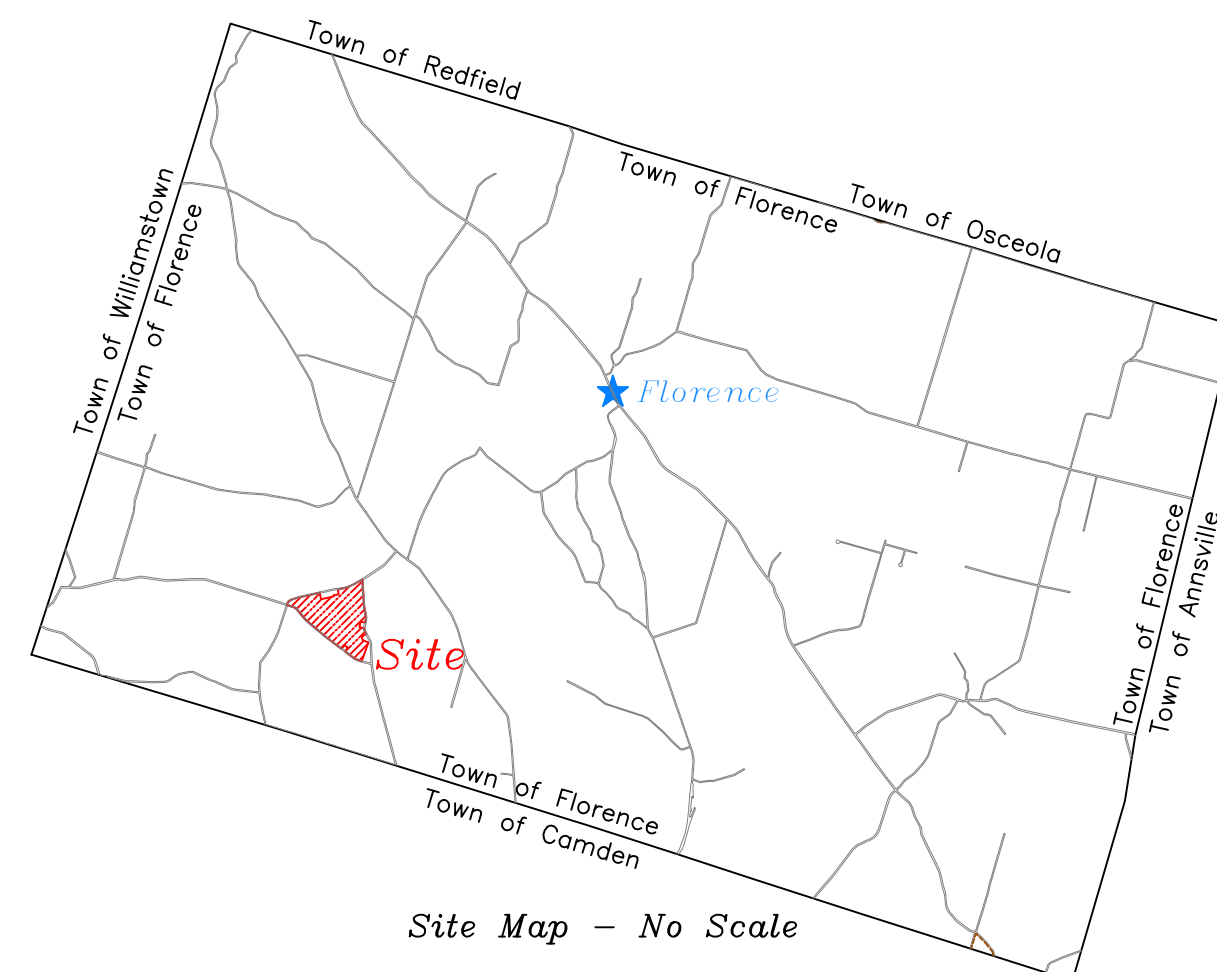


Area Features

- 1± mile to New York State Forest lands "Mad River State Forest & Florence Hill State Forest" with over 4200 acres of some of the best deer, turkey and small game hunting lands the northeast has to offer.
- Take a step back in time when you visit the West Camden Country Store just 1 mile down the road for your groceries and shopping needs.
- 4± miles to some of the best groomed snowmobile trails in the state.
- 5± miles to Village of Camden for gas, groceries and shopping.
- 9± miles to new state boat launch on Salmon River Reservoir in the Town of Redfield where you can enjoy some of the northeast's best kept secrets for bass and walleye.
- 11± miles to Panther Lake.
- 17± miles to boat launch on the North Shore of Oneida Lake where you can enjoy boating, sailing and some great fishing for bass and walleye.
- 19± miles to Interstate Route 81, Pulaski exit.
- 20± miles to the New York State Thruway, Canastota exit.
- 45± miles to Syracuse and Hancock International Airport.



CHRISTMAS & ASSOCIATES



Covenants:
Said lot and all lots in the subdivision described on said survey map shall be subject to the following covenants, restrictions and easement, in addition to any governmental regulations or ordinances:

- Lots shall be used only for residential, recreational, agricultural and forestry purposes.
- Further subdivision is prohibited.
- All buildings, accessory structures, temporary camps and sewage disposal systems shall adhere to the following setbacks:
 - 100' from the boundary of any classified wetlands.
 - 20' from the side and rear lot lines of each lot.
 - 100' from any stream, brook or pond.
 - 75' from the centerline of any road or right of way.
- There shall be only one single family dwelling or seasonal camp and accessory structures on each lot in the subdivision. Two family and/or multi family dwellings are prohibited. The living quarters of any dwelling must be greater than 750 square feet.
- 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 are permitted provided they are set upon a permanent foundation and otherwise meet all necessary governmental approvals. The placement of trailers, mobile homes, 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. Pit privies and outhouses are prohibited.
- 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.
- 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. Generators can not be used as a primary source of power.
- The burying or dumping of garbage, junk, trash, oil, petroleum or other liquid and/or solid waste on any lot is strictly prohibited.
- Grantor hereby reserves and grants to each lot owner, and each lot owner grants to all other lot owners, easements for utilities along access roads through the subdivision as shown on said survey map, such utilities to be located as close as practicable to said road.
- All new utilities must be constructed underground except when conditions such as ledge or wetlands will cause undue economic hardship.
- Each lot owner shall have an easement over each other lot in the subdivision to extend necessary to allow access for construction, maintenance and repair of camps and septic systems, said easements shall be exercised in a way which minimizes ground disturbance and disturbance of vegetation.
- The Grantor and Grantee(s) hereby indemnify and hold harmless the Town of Florence from any action, liability or cause of action instituted by a lot owner in the event any such lot owner is unable to locate a site suitable for an individual on-site sewage disposal system within the bounds of a particular subdivision lot.
- 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 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 attorney's fees and legal expenses of any other lot owner who is successful in legal action to enforce such covenant, restriction or easement.
- These covenants, restrictions and easements may also be enforced by the Town of Florence. The Town shall likewise be entitled to recover the reasonable attorney's fees and legal expenses of enforcement in a successful legal action.
- 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.
- The Grantor and Grantee herein covenant and agree that the property conveyed herein 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 which this lot is a part. These covenants, restrictions and easements shall inure to the benefit of the Grantee herein, his heirs, legal representatives, successors and assigns.

Notes

- Survey based upon Abstract of Title prepared by Central New York Abstract Corporation dated April 3, 2009.
- Total Area of Phase 2 = 149.02± Acres
- Area has meadows, fields, mixed hardwoods and conifers.
- Contours per U.S.G.S. Quad. Sheet "Westdale" - 10' intervals
- No flood hazard area on this property per Town of Florence F.I.R.M. Map, Community Number 360527 B, effective date April 17, 1985. (Area lies in Zone "C", areas outside 500 year flood)
- Wetlands per N.Y.S.D.E.C. Freshwater Wetlands maps.
- Federal wetlands per National Wetlands Inventory map.
- Area is zoned "RR" per Town of Florence zoning map.
- Minimum lot area is 40,000 sq. ft.
- Minimum lot width is 200' at building line.
- Minimum setback lines, front = 75' from centerline road, side = 20', rear = 20'
- Maximum building height shall not exceed 40'.
- Total road frontage on lot 18 = 230.15', lot width = 203.2'±.
- The road frontage on lot 19 is 193.8'±, the lot width on lot 19 is 212.1'± which exceeds the minimum lot width in an RR zone per Article 4 (Zone Regulations) Section 430 of the Town of Florence Zoning Law, Adopted October 8, 2001.

Subject To

- Right of way to New York Telephone Company, dated July 9, 1973 recorded October 18, 1973 in the Oneida County Clerk's Office in Book of Deeds 1979 at Page 478.

Deed References

Gordon L. Loomis and Francis K. Loomis to Gordyne D. Loomis by Warranty deed dated November 21, 1996 and recorded in the Oneida County Clerk's Office on November 25, 1996 in Book of Deeds 2760 at Page 146.
Gordon L. Loomis and Francis K. Loomis to Gordyne D. Loomis by Warranty deed dated November 21, 1996 and recorded in the Oneida County Clerk's Office on November 25, 1996 in Book of Deeds 2760 at Page 150.
Edward E. Palmer and Gordyne D. Palmer to Gordyne D. Loomis by Warranty deed dated February 17, 1999 and recorded in the Oneida County Clerk's Office on February 18, 1999 in Book of Deeds 2857 at Page 531.

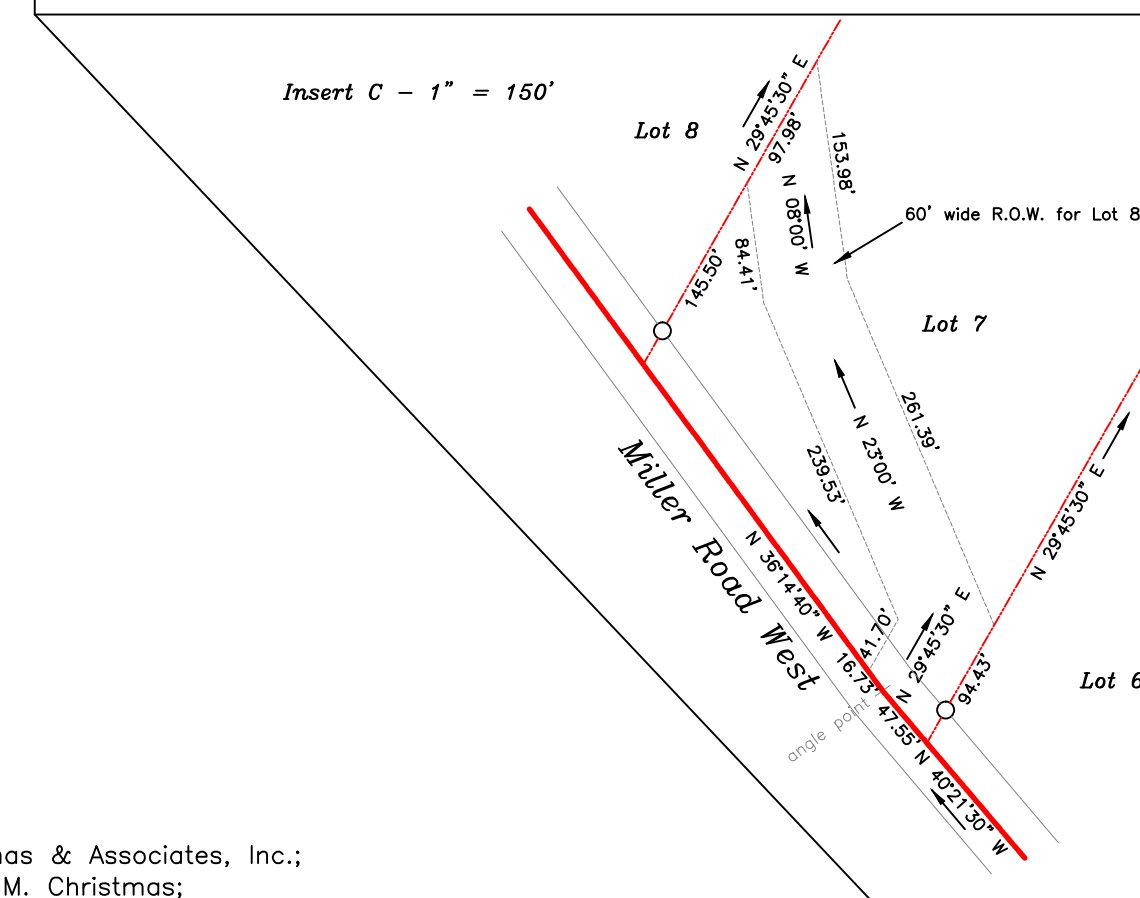
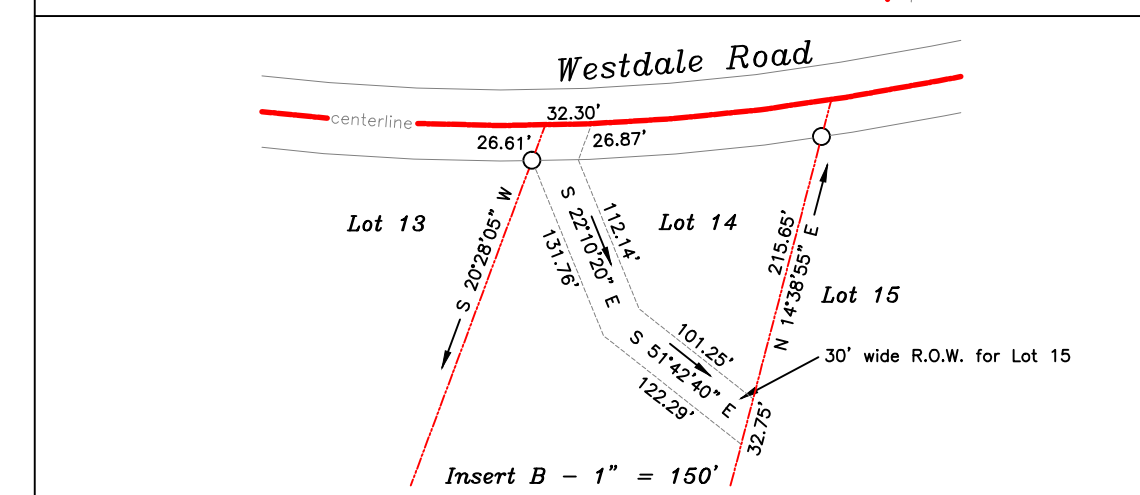
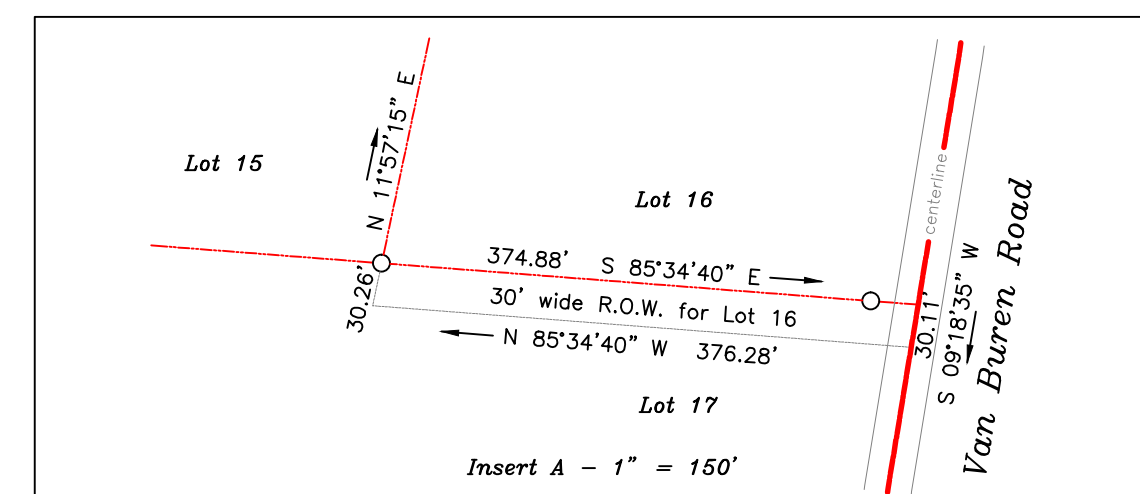
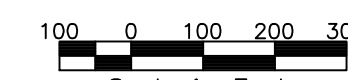
Legend

- - existing iron pipe
- - existing 5/8" iron re-rod
- - 5/8" iron re-rod set
- △ - existing P.K. nail
- - buried cable telephone box
- utility pole
- stonewall or stonewall ruins
- wire fence line or ruins
- tree with wire fence unless noted
- PEMIB - Federal wetlands
- building setback line

As owner I hereby certify that I have caused the land described by this plat to be surveyed, divided, mapped and access rights reserved as represented by this plat.

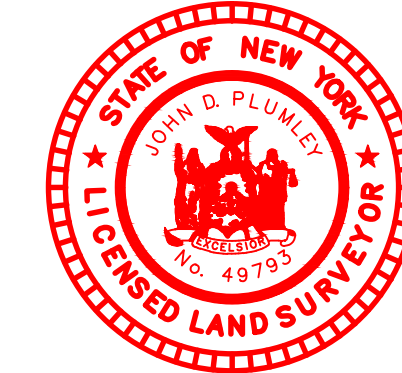
Owner: _____ Dated: _____
Daniel M. Christmas
Plot Approved: _____ Dated: _____
Sharon Loomis, Town of Florence Chairperson

• Map revised to show area features on November 19, 2009.



To: Christmas & Associates, Inc.; Daniel M. Christmas; Developer Finance Corporation; Fidelity National Title Insurance Company; Stewart Title Insurance Company; Commonwealth Land Title Insurance Company; Jason C. Lamb, Esq.,

I hereby certify that this map was prepared from an actual field survey performed by me, and completed on July 20, 2009, and to the best of my knowledge, information and belief, the information shown hereon is correct.



N.Y.S. Licensed Land Surveyor # 49793
No alteration permitted hereon except as provided under section 7209 sub. division 2 of the New York State education law.
John D. Plumley
P.L.S. No. 49793
Dated July 20, 2009
Drawn By: B.P.M. - Checked By: J.D.P.

- Map revised September 16, 2009. **Final Plat**
- Map revised August 19, 2009.

Survey Map of

Heaven's Ridge Subdivision

Part of Lots 117, 118, 131 & 132
4th Township of Scriba's Patent

Town of Florence

Oneida County, New York

Map prepared for Christmas & Associates, Inc.

J.D. Plumley Land Surveying P.O. Box 323 - 63 Main Street Camden, New York 13316 (315) 245-3355	Date: July 20, 2009 Scale: 1" = 300' File No.: 09-021-Phase2 Drawn By: B.P.M.
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