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TWIN PONDS PROTECTIVE COVENANTS

The following 13 covenants apply to each lot within the Twin Ponds Subdivision:

- 1) The premises conveyed shall be used for single family homes or non-commercial agricultural and recreational uses only except in home offices and Bed and Breakfast businesses shall be allowed. No other commercial or industrial use of the property is allowed.
- 2) Only one home, dwelling or residence shall be allowed per parcel.
- 3) Grantees agree to keep their lot in good 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.
- 4) Single wide and double wide mobile homes are not allowed on any parcel.
- 5) 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 60 days per calendar year. 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 60 day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.
- 6) No parcel shall be further subdivided.
- 7) Individual owners are responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.
- 8) All driveway crossings and culvert sizes along Twin Ponds Drive shall be approved by the Property Owners' Association. Driveway crossings and culvert sizes along Town and County Roads shall be approved by the appropriate Town or County Highway Department.
- 9) There shall be no change allowed to existing drainage patterns of ditches and culverts along association, town or county roads without approval from either the Property Owners' Association or the Town or County Highway Department.
- 10) Grantor hereby reserves the right to grant an easement of sufficient width for the distribution of utilities.

11) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.

12) 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 regulated 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.

13) These Protective Covenants are to run with the land and shall be binding on New York Land & Lakes, Inc. 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, Inc., or the owner of any parcel within the Twin Ponds subdivision. If New York Land & Lakes, Inc. brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

The following protective covenant applies only to lots 7 through 34:

Upon the acceptance and filing of a deed to any Grantee of lots seven (7) through thirty four (34) in the Twin Ponds Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Twin Ponds Property Owners' Association, Inc. b) have the right to use the private road known as Twin Ponds Drive for ingress and egress to and from Cook Hill Road to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; and c) pay the Twin Ponds Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Twin Ponds Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Twin Ponds Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Twin Ponds Property Owners' Association, Inc. Said charge may be increased or decreased by the Twin Ponds Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Twin Ponds Property Owners' Association, Inc., its successors and assigns. The charge for such use shall constitute a debt which may be collected in any Court of competent jurisdiction and upon the conveyance of any of the land described therein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay the Twin Ponds Property Owners' Association, Inc., its successors and assigns all charges past or future as provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.

The following protective covenant applies only to lot 35:

Notwithstanding covenant number one which pertains to commercial and industrial use of the property, the radio tower which currently exists on lot 35 shall not be deemed a violation of these protective covenants provided no additional towers or facilities are built thereon.