

**GENEGANTSLET HORSE FARMS
PROTECTIVE COVENANTS**

The following 15 covenants apply to all the lots within the Genegantslet Horse Farms subdivision:

- 1) The premises conveyed shall be used only for single family homes, non-commercial agricultural or non-commercial recreational uses 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 dwelling 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. Modular homes are allowed.
- 5) No camping trailers, tents, or other recreational or temporary living quarters will be allowed unless the owner is present and occupying and using same for the purpose of camping. Said use shall not exceed 30 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. No camping trailer, tent or other recreational living quarters shall be stored on the premises at any time, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot. Any camping trailer or other recreational vehicle allowed under this section shall be limited to one per parcel at any time.
- 6) No accessory buildings shall be allowed unless a permanent dwelling exists on the lot.
- 7) No parcel shall be further subdivided.
- 8) Individual owners are responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.
- 9) All driveway crossings and culvert sizes along municipal highways shall be approved by the appropriate Highway Superintendent or New York State Department of Transportation.
- 10) 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.
- 11) Grantor reserves, in a deed to each parcel, the right to grant a standard easement of sufficient width for the distribution of utilities.
- 12) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.
- 13) No building of any kind shall be allowed within 75 feet of any front lot line or within 50 feet of any side lot line or on slopes over 12%. This covenant does not apply to any pre-existing structures which were built prior to Grantor's taking title to the premises.
- 14) 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.
- 15) 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 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 covenant applies only to the lots within the Urda Farm and Valentino Farm sections of the Genegantslet Horse Farms subdivision:

- 1) No live trees over six (6) inches in diameter may be cut or removed within the area designated Conservation Easement/Green Belt Area along either side of the Genegantslet Creek.

The following two covenants apply only to the lots within the Valentino Farm section of the Genegantslet Horse Farms subdivision:

- 1) Lots 1 & 27 may be used for equestrian purposes whether commercial or otherwise provided however that any such use shall be in compliance with all Town, County or State Ordinances which may govern said use.
- 2) All dwellings built on this section shall consist of a minimum of 1,200 square feet of enclosed living space and the exterior of all buildings shall be of an earth tone color only.

The following covenant applies only to the lots within the Urda Farm and Decker Farm sections of the Genegantslet Horse Farms subdivision:

- 1) All dwellings built on these sections shall consist of a minimum of 800 square feet of enclosed living space.

