

DECLARATION OF COVENANTS, RESTRICTIONS AND ROAD MAINTENANCE

A. PREAMBLE

1. This DECLARATION made this 3rd day of July 2008 by Lingerlong Estates LLC, 566 Coffeen Street, Watertown, NY 13601, its successors and assigns, for all the land and improvements for the project known as “Chase Lake Subdivision” as more particularly described on a survey map entitled “Chase Lake Subdivision Lingerlong Estates LLC Property” dated April 17, 2008, prepared by Moncrief Land Surveying, P.C. and as further described by drawings S1, S2 S3, D1, D2, D3, and D4 dated April 2008 prepared by Wilbur D. Thesier, P.E., P.C. The survey map and engineering drawings are specifically incorporated into and made a part of this declaration as Exhibit A, and shall be collectively referred to as the subdivision drawings.
2. Lingerlong Estates LLC is a New York Limited Liability Company and is the owner of 48 +/- acres as described in Exhibit A and is organized for the purpose of subdividing the property into 14 lots to be sold for the construction of single family residences and ancillary uses.
3. The land described on Exhibit A, together with any improvements thereon, shall be held, sold, conveyed, and owned, leased, mortgaged and otherwise transferred subject to the covenants, restrictions, easements and conditions established by this Declaration and the subdivision drawings. This Declaration shall run with the land and be binding upon and inure to the benefit of any and all persons who acquire a right, title or interest in and to such land, or part thereof, from the date of the recording of the Declaration until the date that it is terminated.
4. Lots Number 1 through 8, and Lot 14 are subject to the requirements of the Adirondack Park Agency Permit No. 2007-167 dated February 11, 2008, filed with the Office of the Lewis County Clerk on March 24, 2008 under Instrument No. 2008-001369 as the same may be amended by the APA. In this regard, individual lot owners may apply to the APA for modification of the subdivision for the purpose of relocation of and/or increasing the size of the building footprint or changing cabin locations, including any required modifications to limits of clearing and associated site infrastructure. In no event, however, shall any newly constructed structure be located closer than 75’ from the mean high water mark of Chase Lake.
5. It is intended that any owner of any lot in the subdivision shall be entitled to enforce any of the covenants and restrictions contained in this declaration.

B. LAND USE COVENANTS, RESTRICTIONS AND EASEMENTS

1. **SOUTH LINE EASEMENT – Lots 10 through 14** – Said lots abut a strip of land, 50 feet in width, which strip is bounded on the south by the southerly line of Great Lots 305 and 295. This strip of land was conveyed to the Shore Owner’s Association of Chase’s Lake, Inc. by deed from William D. Hough dated, January 7, 1965 and recorded in the office of the Lewis County Clerk at Liber 284, Page 18.

This particular strip of land mistakenly entered Lingerlong Estates, LLC's chain of title by way of a 1992 deed from the devisees of Esther Hough's last will and testament (Elmer Cobb and Ruth Cobb) who then attempted to convey it to Lingerlong Estates, LLC's immediate predecessor in title, Chase Lake Resort, Inc. by deed recorded in the Office of the Lewis County Clerk at Liber 554, Page 355.

The issue of ownership was resolved by Lingerlong Estates LLC execution of a quit claim deed in favor of the Shore Owners Association of Chase's Lake, Inc, recorded in the Office of the Lewis County Clerk under Instrument No. 2008-001198 recorded March 17, 2008, which deed contained the following express reservation:

Excepting and reserving to the Grantor, and its successors and/or assigns, a permanent easement over the above-described property for purposes of ingress and egress to the lands north of said property, or any part thereof, and for any other lawful purposes.

2. **SHORELINE ACCESS EASEMENT FOR BENEFIT OF Lots 10, 11, 12, and 13** - Together with a right of way or easement over a strip of land across Lot 14, to be used in common with Owners of Lots 10 through 13, for the purpose of access to the Lake. Such right of way is described as a strip of land 50 foot wide, bounded on the South by the southern line of Great Lots 305 and 295, and extending to the shoreline of Chase Lake as shown on the subdivision drawing. Such right of way to the Chase Lake shoreline is for the sole purpose of the hand-launching of non-motorized watercraft within the 50' right of way. Watercraft shall be removed from Lot 14 or from the water daily. Overnight storage is prohibited. Parking is

prohibited and vehicles shall be removed from the area after the loading and unloading of watercraft.

3. **PRIVATE ROAD ACCESS EASEMENT FOR THE BENEFIT OF Lots 1-8 and Lots 11-14** – Excepting and reserving a 50’ right of way or easement over a strip of land, to be used in common with other Road Lot Owners as a private road for the purpose of ingress and egress for the benefit of twelve Lots in the Chase Lake Subdivision, specifically Lots 1-8 and Lots 11-14. Such private road shall be located as shown on the subdivision and maintained by the owners of Lots 1-8 and 11-14 pursuant to the Road Maintenance Covenants described herein.

4. **UTILITY EASEMENT.** Excepting and reserving a right of way or easement, for the benefit of Lots 1-9 and 11-14 for the installation and maintenance of utilities along the private road as shown on the subdivision. Such utilities are to be located within the 50’ road width or as close as practicable to said road. Utilities extended from the private road to service individual lots shall be constructed underground, except when conditions such as ledge or wetlands will cause undue economic hardship.

5. **RESTRICTION FOR ANIMALS.** The raising or keeping of swine, fowl, or livestock shall not be permitted on any lot. No horses shall be permitted on lots 1,2,4,5,6,7 and 8. On Lots 3, 9, 10, 11, 12, 13, 14 there shall be permitted up to two horses, but they shall not be kept for commercial purposes and no property owner shall stable more than two horses at any given time. On Lot 3 and Lot 14, horses, corals, stables and manure storage shall be located at least 200’ set back from the shoreline. Notwithstanding the above, no persistently barking dog shall be kept on the Premises, even if it is a household pet. The raising, breeding or boarding of dogs on the Premises, other than as personal household pets, shall not be permitted.

6. **COMMERCIAL ACTIVITY.** Notwithstanding the covenants and restrictions recorded previously, there shall be no commercial activity of any kind on the premises, except that individual residences may be rented to private families for private use.

7. **ENVIRONMENTAL.** The burying, dumping or burning of garbage, junk, trash, oil, petroleum or other liquid and/or solid waste on any lot is strictly prohibited. No unregistered vehicles shall be kept on lots. The use of lawn fertilizers, pesticides and other chemicals applied to the land is prohibited.
8. **CLEARING.** Tree removal and clearing shall be limited to the areas designated as limits of clearing on the subdivision drawing, except dead, damaged or diseased trees which may cause a threat to the surroundings. Limits of clearing are intended to be a “maximum” clearing limit, and should not be interpreted as “required” clearing limits. Limits of clearing may be modified as permitted by the application to APA for modifications to this subdivision.

C. ARCHITECTURAL COVENANTS AND RESTRICTIONS

1. The lots shall only be used for the construction and occupancy of single family homes and accessory structures pursuant to regulations set by the Adirondack Park Agency and other regulatory authorities, and no further subdivision shall be permitted;
2. Any and all structures erected on the premises, whether a principal residence or permitted accessory use to the residence, shall be of such size, layout, and constructed of such types of building materials and be of such colors as will compatibly and unobtrusively blend into the pristine environment of Chase’s Lake. No building paper, insulation board, sheathing or similar non-exterior materials shall be used for the permanent exterior finish of any building and the outside finish of all buildings must be completed within eighteen months after construction has started.
3. Lots 1 through 8 and 14 shall have a maximum proposed total building footprint for the primary residence as identified in the drawing legend, including all decks, porches, stairs, attached or detached garages to be located specifically within the building footprint as shown on the subdivision drawing, or as modified by application to the APA for changes to this subdivision.
4. The following lots have existing structures and are identified on the subdivision drawings – Lot 1 – Guest Cottage A; Lot 2 – Guest Cottage C; Lot 3 – Guest Cottage I and Cabin J, and Lot 14, Guest Cottage L and Cabin K. Guest Cottages A, C, I and L are specifically designated as guest cottages pursuant to the APA permit. Cabins J & K are specifically designated as single family dwellings pursuant to the APA permit. Retention, removal or

replacement of guest cottages and cabins shall be consistent with the terms and conditions of the APA Permit.

5. No structure shall be more than 38' in height. Height is to be measured from the highest point on the structure to the lowest point of existing grade or finished grade, whichever is greater.
6. Any home erected on the property shall be "stick built" or a log home, the intention being to prohibit trailers, double-wide homes, mobile homes, pre-fabricated modular homes, or their components, or recreational vehicles, as residences.
7. Docks shall be constructed only in the locations designated on the subdivision drawing and shall be no more than 8' wide and constructed pursuant to the requirements of the Adirondack Park Agency. Fringe wetlands are identified on the subdivision drawing and may not be filled without prior authorization from the Department of the Army.
8. Outdoor lighting on the premises shall be subdued, low wattage lighting, with shields as necessary to direct light downward and to avoid glare and to minimize light being cast on the lake and other lots.

D. ROAD MAINTENANCE COVENANTS

1. The Owners of all Lots in the Chase Lake Subdivision except Lots 9 and 10, are granted the right to use the private roadway for ingress and egress, by vehicle and by foot, to be used in common with other lot owners (hereinafter known as "Road Lot Owners"). All Road Lot Owners hereto agree not to obstruct, impede or interfere with a reasonable use of said private roadway, or to obstruct, impede or interfere with reasonable use of said roadway by any other parties, persons, entities or individuals having a right of access, ingress over, through or under said road.
2. The Road Lot Owners agree to maintain the private roadway in a safe and passable condition, and maintenance and repair of the roads shall include the following:
 - a. Maintaining the road for use as a good gravel road;
 - b. Removing fallen trees and limbs as needed;
 - c. Snow-plowing and sanding the roads in winter months as-needed; and
 - d. Such other measures as may be determined by the majority of road lot owners.
3. The Road Lot Owners agree to share payment of the expenses associated with fulfilling the requirements road maintenance. In addition, the parties agree to share the cost of funding of reserves for repair and replacement of capital features of the private roadway if necessary.

4. The road lot owners agree to meet before November 1 of each year to designate, by a majority vote of the road lot owners, a specific individual (hereinafter Road Supervisor) who shall be granted the responsibility fulfilling the road maintenance duties, including compiling the annual estimate of road maintenance expenses, collecting the assessments from road lot owners for the road expenses, reporting annually to the road lot owners and reconciling the road maintenance fund. An initial estimate of such road maintenance expenses (hereinafter “roadway expenses”) is attached hereto as Exhibit B.
5. The responsibility for payment of roadway expenses shall be allocated equally, on an annual basis, to all road lot owners. Any road lot owner may commence an action against any other road lot owner to recover unpaid roadway expenses with all recovered funds to be deposited in the bank account established pursuant to paragraph 6 below.
6. On November 1 of each year Road Supervisor shall deliver to the parties a report detailing the actual roadway expenses incurred during the prior calendar year, along with a statement detailing payments received from the road lot owners and a reconciliation between the payments received and the parties allocated share of roadway expenses based on the actual roadway expenses incurred. In the event of a credit balance, the credit will be applied to the upcoming year’s charges. In the event of a debit balance, road lot owner shall pay the amount due to the Road Supervisor by December 1. Funds paid to Road Supervisor for roadway expenses shall be maintained in a separate bank account specifically designated for road maintenance expenses and not co-mingled with other funds.
7. In the event that an extraordinary roadway expense becomes necessary, Road Supervisor must seek prior approval of a majority of road lot owners which approval must be obtained prior to incurring the expense.
8. If any road lot owner damages said private road, that owner shall be solely liable to restore the roadway to its condition prior to such damage. It is specifically agreed that if the common road is damaged by any owner hereto, their agents, or successors or assigns in the course of constructing houses or other improvements on any lands served by the private roadway, then such owner will restore the private roadway to substantially the same condition it was in prior to said construction.

EXHIBIT B
Road Maintenance Expenses
Chase Lake Subdivision
January 1, 2008 to December 31, 2008

Winter 2008

Snow removal	\$2,000
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Spring 2008

Grading/Leveling of Road	\$ 500
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Spread Extra Gravel, as needed	\$ 500
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\$3,000

Divided by 12 Lots	\$250.00/per road lot owner
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