

DEED RESTRICTIONS  
SCHEDULE A

The seller of the property known as Fawn Ridge on Adirondack Lake in the Adirondack Lake subdivision, Hamilton County, New York, will be transferred pursuant to the following deed restrictions:

1. The subdivision lots shall be for a single family residential use only, all buildings, and structures to be designed and constructed in such a manner as to insure attractive and dignified appearance, practical design which is consistent with a rustic design element. All building plans and specifications shall be submitted to the design board (as hereinafter described) and must be approved in writing from the Design Board before excavation or construction may commence.
2. All front, side and rear yard minimum set back distances are subject to the prior review and approval of the Design Board prior to making application for a building permit. Set back limitations apply to all parts of all building and appurtenances, including but not limited to, porches, overhangs, detached garages or any out building. No set back distance shall be less than 25 feet from the front property line, or 15 feet from any side property line and 50 feet from any rear property line, unless the Design Board, in its sole discretion waives such requirements as oppressive or unreasonable as applied to a particular lot configuration. A corner lot shall have but one front property line, which shall be determined by the Design Board. Any dwelling, or outbuilding placed upon any lot fronting on Adirondack Lake must be placed a minimum of 75 feet from the waters edge.
3. One story residences shall contain at least 1260 square feet of inside living spaces, two story dwellings shall contain at least 1750 of inside living space.
4. The exterior of all structures are to be pleasing and harmonious in appearance, rustic and or Adirondack styling is required. To insure harmony, all exterior wall and trim materials shall be finished with natural materials such as wood, stone, brick or stucco. No aluminum, steel or fabricated sidings are permitted without the prior approval and consent of the Design Board.
5. Accessory buildings, garages and sheds are to be consistent with the design and quality of materials used in the main building.
6. All exteriors of dwelling or accessory building must be finished within 12 months of the commencement date of construction.
7. Clear cutting of trees shall not be permitted except to allow for the construction of dwellings, septic systems and accessory structures. Tree cutting on the premises shall be selective cutting only, and for the creation of limited and reasonable views or other lawful purposes. These provisions shall not be deemed to prevent the removal of dead or diseased trees or trees that present a safety or health hazard.
8. Each parcel of land shall be entitled to have one unlighted wooded name plate sign, not to exceed four square feet in size. In addition, a wooden directional sign, not to exceed one square foot shall also be permitted. No other signs shall be permitted.
9. Outdoor lighting on the premises which is visible from any location off the parcel of land on which it is located 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 to other parcels.

10. Any "dish" type antenna exceeding 24" in diameter shall be invisible from any parcel of land other than the parcel on which it is situated.

11. Any new utility lines shall be buried under the ground.

12. No house trailer, travel trailer, camper trailer or mobile home shall be placed or maintained on the premises, except that a travel trailer or camper may be stored in an enclosed garage or otherwise in a manner which is invisible from any parcel of land other than the parcel it is situated upon. Also, no tent shall be placed or maintained on the premises, except that occasional tent camping by lot owners or their guests shall be permitted.

13. No above ground pools shall be allowed. In-ground pools shall be screened with evergreen vegetation and shall be subject to the review of the Design Board and comply with all local ordinances.

14. No clothesline or similar device, trash or garbage containers, or bottled gas container shall be placed, constructed or maintained on the premises, except in a manner which is invisible from any parcel of land other than the parcel it is situated upon.

15. Each lot owner shall provide sanitary disposal of all garbage and rubbish. No debris or garbage shall be deposited or permitted to accumulate upon any lot.

16. No unlicensed motor vehicle may be kept or used (other than stored within a closed garage) within the subdivision.

17. No animals or poultry shall be kept on any lot with the exception of a reasonable number of dogs, cats or other usual household pets. No commercial breeding or kenneling of any animals shall be permitted.

18. Each lot shall not be less than 40,000 square feet in size, and shall not be further subdivided into additional lots by Declarant or by subsequent grantees upon conveyance by Declarant. This covenant shall in no way apply to or restrict a change of lot boundaries or incorporation of properties to affect or increase in the size of an existing lot or lots, as long as the number of lots and residences within the subdivision does not increase.