



ESSEX COUNTY - STATE OF NEW YORK
JOSEPH A. PROVONCHA, COUNTY CLERK
7559 COURT ST, PO BOX 247, ELIZABETHTOWN, NY 12932

COUNTY CLERK'S RECORDING PAGE
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BOOK/PAGE: 1755 / 186
INSTRUMENT #: 2013-6035

Receipt#: 2013120524
Clerk: PM
Rec Date: 12/31/2013 01:49:00 PM
Doc Grp: D
Descrip: DEED
Num Pgs: 7
Rec'd Frm: TIMOTHY R SMITH

Party1: HIGHLANDS FARMERS L P
Party2: HIGHLANDS FARM INC
Town: KEENE

Recording:

Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 330.00

Transfer Tax	
Transfer Tax - State	0.00
Transfer Tax - County	0.00

Sub Total: 0.00

Total: 330.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 789
Transfer Tax
Consideration: 0.00

Total: 0.00

Record and Return To:

TIMOTHY R SMITH
ATTORNEY AT LAW
2296 SARANAC AVENUE
LAKE PLACID NY 12946

I hereby certify that the within and foregoing
was recorded in the Essex County Clerk's
Office.

Joseph A. Provoncha
Essex County Clerk

R1A: Timothy R. Smith
Attorney at Law
2296 Saranac Avenue
Lake Placid, New York 12946

THIS INDENTURE,

Made this 15th day of October, Two Thousand Thirteen

BETWEEN

HIGHLANDS FARMERS, L.P., a Delaware limited partnership, 480 Broadway, Suite 3, P.O. Box 403, Saratoga Springs, New York 12866,

party of the first part, and

HIGHLANDS FARM, INC., a Delaware corporation, 480 Broadway, Suite 3, P.O. Box 403, Saratoga Springs, New York 12866,

party of the second part

WITNESSETH that the party of the first part, in consideration of ONE DOLLAR(\$1.00) lawful money of the United States, paid by the parties of the second part, does hereby grant and release unto the party of the second part, and the heirs, successors and assigns of the party of the second part forever,

ALL THOSE PREMISES in the Town of Keene, Essex County, New York described in Schedule A, attached hereto and made a part hereof.

TOGETHER WITH AND SUBJECT TO easements, covenants and restrictions of record, to the extent applicable.

SUBJECT TO the covenants and restrictions set forth in Schedule B, attached hereto and made a part hereof, which shall run with the land and bind the party of the second part and the heirs, successors and assigns of the party of the second part.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, and the heirs, successors and assigns of the party of the second part forever.

AND the party of the first part covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal.

HIGHLANDS FARMERS, L.P.

By: Highlands Farm, Inc., General Partner

By: Thomas A. Gardner

Title V.P.

STATE OF NEW YORK)
COUNTY OF ESSEX }

On the 15th day of October, in the year 2013, before me, the undersigned, a Notary Public in and for the State, personally appeared, Thomas A. Gardner of **HIGHLANDS FARM, INC.**, General Partner of **HIGHLANDS FARMERS, L.P.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

TIMOTHY R. SMITH
Notary Public, State of New York
No. 470809b
Qualified in Essex County
Term Expires August 31, 2017

Timothy R. Smith
Notary Public

My Commission Expires: 8-31-17

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SCHEDULE A ~ PAGE 1 OF 2
LOT 2 of the HIGHLANDS FARM SUBDIVISION ~ 9.4± ACRE PARCEL

All that certain parcel of land being located in Lots 211 and 212 of the Essex Tract, E.F. Henry's Survey, Town of Keene, County of Essex, State of New York, being part of the property described in a deed dated March 31, 2000 from Evelyn A. Gardner to Highlands Farmers, L.P., recorded in deed book 1253 at page 98, said parcel lying south of Styles Brook Road, also known as Essex County Route 52, said parcel being **LOT 2** as generally shown on a Map of Limited Survey of the **HIGHLANDS FARM SUBDIVISION** prepared for the Highlands Farmers, L.P., by Kevin A. Hall, Land Surveyor, Elizabethtown, N.Y. and filed in the Essex County Clerk's Office as Map No. 6833 and being bounded and described as follows;

Beginning at a 4' long 5/8" iron rod with cap set to 0.5' above grade in stones, said iron rod set by K. Hall in December 2012, said iron rod being located at the northwest corner of the herein described parcel and the southerly assumed bounds of said Styles Brook Road, said iron rod being located at the northeast corner of **LOT 1 of the HIGHLANDS FARM SUBDIVISION**, said iron rod being also located S 80°-31'-38" E as referenced to New York State Grid North 1983 Datum as determined by GPS Observations a distance of 673.49 feet from a found 2.5' high 1 1/2" iron pipe located on the north side of said Styles Brook Road and the west line of said Lot 211 and the east line of Lot 226 of the Essex Tract, E.F. Henry's Survey, and running the following course along said road bounds;

1. Easterly along said road bounds, as they wind and turn, a distance of approximately 720 feet to a 4' long 5/8" iron rod with cap set to 0.5' above grade in stones, said iron rod set by K. Hall in December 2012, said iron rod being located at the northeast corner of the herein described parcel and the northwest corner of **LOT 3 of the HIGHLANDS FARM SUBDIVISION**, said iron rod being also located S 89°-55'-03" E 718.35 feet from the iron rod at the herein described point of beginning and running the following course along said **LOT 3**;
2. S 26°-09'-46" W 581.64 feet to a 0.5' long 5/8" iron rod with cap set in a drill hole in a 5' X 5' X 3' high boulder, said iron rod set by K. Hall in December 2012 and continuing on the same course of S 26°-09'-46" W an additional distance of approximately 158 feet for a total distance of approximately 740 feet to a point in the centerline of Styles Brook being the southeast corner of the herein described parcel, the westerly corner of said **LOT 3** and the north bounds of **LOT 12 of the HIGHLANDS FARM SUBDIVISION** and running the following course along the centerline of Styles Brook being the north bounds of said **LOT 12**;
3. Westerly along said Styles Brook, as it winds and turns, a distance of approximately 810 feet to a point in the centerline of said Styles Brook being the southwest corner of the herein described parcel and the southeast corner of said **LOT 1** and running the following course along said **LOT 1**;

SCHEDULE A ~ PAGE 2 OF 2
LOT 2 of the HIGHLANDS FARM SUBDIVISION ~ 9.4± ACRE PARCEL

4. N 26°-32'-36" E a distance of approximately 280 feet to a 4' long 5/8" iron rod with cap set to 0.5' above grade in stones, said iron rod set by K. Hall in December 2012, said iron rod being located N 73°-26'-45" W 656.92 feet from the last mentioned iron rod and continuing on the same course of N 26°-32'-36" E an additional distance of 375.49 feet for a total distance of approximately 655 feet to the point of beginning containing 9.4 acres, more or less, within the above described bounds.

Subject to all rights, title and interest of the public in and to that portion of land lying southerly of the above described first course and the true legal road bounds of Styles Brook Road.

Together with all rights, title and interest of the grantor in and to that portion of land lying northerly of the above described first course and the true legal centerline of Styles Brook Road.

The lands conveyed are subject to Adirondack Park Agency Permit 2010-269 issued September 14, 2012, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, filed in the Essex County Clerk's Office in A.P.A. Book 92 at page 145.

Together with the appurtenances, and all the estate and rights of the parties of the first part in and to said premises.

Subject to all easements and restrictions of record.

SCHEDULE B

ALSO SUBJECT TO the following covenants and restrictions which shall run with the land and bind the party of the second part and his/her heirs, successors and assigns, and which shall apply in addition to the conditions set forth in the Adirondack Park Agency Permit 2010-269.

- (A) Use of Premises. The premises shall have one (1) principal building right and shall be used only for private single-family residential purposes and shall not be used for commercial purposes of any nature. For purposes of this provision, "single family residential use" shall mean use by a group of persons, who may or may not be related by blood or marriage, who occupy the premises in the nature of a family, with use impacts and numbers of persons occupying the premises at a given time typical of a single family. An accessory structure, for example, a guest cottage or in-law/caretaker quarters is permitted.
- (B) Building Site Setback Restrictions. All buildings on the premises shall be set back at least seventy-five (75) feet from roads and joint property lines.
- (C) Building Height Restriction. No building on the premises shall be greater than forty (40) feet in height, measured from the highest point of the building to the lower of either natural or finished grade.
- (D) Principal Building Maximum Footprint and Number of Bedrooms.
- (1) Lots 1 and 8. The principal building maximum footprint shall not exceed five thousand (5,000) square feet measured from the exterior walls of the structure, and shall include all attached covered porches and covered decks, and all other attached components with a roof or cover including an attached garage. Exceptions are uncovered decks, patios and open sided roofed walkways. The principal building number of bedrooms shall not exceed five (5). An accessory structure, for example, an unattached garage, guest cottage, or barn for personal riding horses, does not constitute a principal building and may be subject to local or Adirondack Park Agency review and approval.
 - (2) Lots 2 and 7. The principal building maximum footprint shall not exceed three thousand, five hundred (3,500) square feet measured from the exterior walls of the structure, and shall include all attached covered porches and covered decks, and all other attached components with a roof or cover including an attached garage. Exceptions are uncovered decks, patios and open sided roofed walkways. The principal building number of bedrooms shall not exceed five (5). An accessory structure, for example, an unattached garage, guest cottage, or barn for personal riding horses, does not constitute a principal building and may be subject to local or Adirondack Park Agency review and approval.
 - (3) Lots 3 and 4. The principal building maximum footprint shall not exceed six thousand (6,000) square feet measured from the exterior walls of the structure, and shall include all attached covered porches and covered decks, and all other attached components with a roof or cover including an attached garage. Exceptions are uncovered decks, patios and open sided roofed walkways. The principal building number of bedrooms shall not exceed six (6). An accessory structure, for example, an unattached garage, guest cottage, or barn for personal riding horses, does not constitute a principal building and may be subject to local or Adirondack Park Agency review and approval.
- (E) Utility Lines. All utility lines shall be buried underground.
- (F) Design and Coloration of Buildings. The main dwelling and any other buildings on the premises shall be designed in a manner which is consistent with the rustic and rural Adirondack setting of the neighborhood including but not limited to the following styles: timber frame, log, or similar styles, and shall have exteriors and roofs which are subdued colors which will blend in with the natural surroundings to the extent reasonably possible.

(G) Signs. The premises shall be entitled to have situate upon it one unlighted wooden nameplate sign which shall not exceed six (6) square feet in size.

(H) Fences. No fence shall be permitted on the premises unless it is invisible from any parcel of land other than the parcel it is situate upon.

(I) Plantings and/or Hedges. No plantings or hedges shall be permitted which obstruct sight lines at intersections with public roads.

(J) Outdoor Lighting. 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 onto other parcels. No lighting shall be directed at a greater than 90 degree angle from horizontal.

(K) Antennae. Any radio, television or communications antenna on the premises, including a "dish" type antenna, shall be invisible at all times of year from any parcel of land other than the parcel on which it is situated.

(L) Trailers and Mobile Homes. No trailers of any kind, motor homes, recreational vehicles or manufactured homes/mobile homes shall be placed or maintained on the premises except that a trailer(s), motor home(s) and/or recreational vehicle(s) may be stored in an enclosed garage or otherwise outside in a manner which is invisible at all times of year from any parcel of land other than the parcel it is situate upon.

(M) Miscellaneous Activities.

- (1) The premises shall not be used as a dumping or storage ground for junk, trash, garbage, dilapidated or unregistered motor vehicles or other waste.
- (2) No trash or garbage container, or bottled gas container shall be placed, constructed, or maintained on the premises except in a manner which is invisible at all times of year from any parcel of land other than the parcel it is situate upon.
- (3) The raising or keeping of swine, fowl, livestock or animals on the premises (other than normal household pets and/or personal riding horses) shall not be permitted. Pet owners shall take all necessary preventative and corrective action to ensure said pets and/or personal riding horses create no nuisance for any other parcels or parcel owners.
- (4) The raising, breeding or boarding of dogs on the premises, other than as personal household pets, shall not be permitted.
- (5) No noxious or offensive activities, and no activities which would constitute a nuisance to others, shall be conducted on the premises. In particular, the operation of motorized dirt bikes or snowmobiles (or similar vehicles) on the premises shall be prohibited. All terrain vehicles are permitted so long as their operation does

not constitute a nuisance to others. Other noise-producing activities such as loud outdoors playing of radios or other music machines shall also be prohibited.

- (6) There shall be neither hunting nor any discharge or firing of firearms of any type on any parcel.

(N) Tree-Cutting. No trees shall be cut within twenty-five (25) feet of the lot lines, except for the construction of a driveway and/or utility installation to the proposed improvements on the premises. This provision shall not be deemed to prevent the removal of dead or diseased trees or shrubs that present a safety or health hazard.

(O) Enforcement. These covenants and restrictions may be enforced by Highlands Farmers, LP or its successor interest, or by any lot owner in the Highlands Farm subdivision.