



John H. Zurlo, County Clerk  
137 Margaret St  
Ste 101  
Plattsburgh, NY 12901-2966  
(518) 565-4700

### Clinton County Clerk Recording Cover Sheet

**Received From :**  
NILES & BRACY PLLC  
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PLATTSBURGH, NY 12901

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46-48 CORNELIA ST  
PO BOX 2729  
PLATTSBURGH, NY 12901

**First 1ST PARTY(---OR)**

IN THE MATTER OF

**First 2ND PARTY(--EE)**

11 PLATTSBURGH LLC

**Instr Number : 2021-00321429**

**Index Type :** Land Records

: :

**Type of Transaction :** Declaration Of Restrictive Covenants

**Recording Fee :** \$65.00

**Recording Pages :** 5

#### Recorded Information

State of New York

County of Clinton

I hereby certify that the within and foregoing was recorded in the Clerk's office for Clinton County, New York

On (Recorded Date) : 12/16/2021

At (Recorded Time) : 3:42:00 PM



Doc ID - 009537290005

John H. Zurlo, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: KAITLYN Printed On: 12/16/2021 At: 3:42:56PM **File Number: 2021-00321429 Seq: 1**

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

11 Plattsburgh, LLC, hereinafter called the Declarant, is the owner in fee of certain real property located in the Town of Plattsburgh, County of Clinton, State of New York, which is more particularly described in Schedule A, which is annexed hereto and made a part hereof.

The subject premises are shown as numbered lots on a survey map made by Robert M. Sutherland, P.C. filed in the Clinton County Clerk's Office on September 9, 2021, as Instrument No.: 2021-00318942, entitled "Subdivision Plan prepared for Thomas Latinville showing the 11 Plattsburgh, LLC 2020 Subdivision, Deerfield Manor, Phase II, Lots 8-15."

For the purposes of enhancing and protecting the value, attractiveness and desirability of the lots as shown on the above mentioned survey, the Declarant hereby declares that said lots No. 8 through 15 and such other numbered lots as may be designated by the Declarant in the future on lands adjacent and now owned or hereinafter acquired by the Declarant shall hereafter be held by any subsequent owners and sold and conveyed subject to the following covenants and restrictions, which covenants and restrictions shall constitute covenants running with the land and shall be binding on all parties having a right, title and interest in and to said property or any part thereof, their heirs, successors and assigns.

The Declarant hereby intends that the numbered lots as shown on the above mentioned map owned by the Declarant shall be developed for residential and dwelling purposes only in the manner hereinafter more particularly set forth and to that end intend that all sales and plots to be so used shall be subject to the restrictions and protective covenants herein contained;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Declarant hereby agrees to and with each and every person who shall be the grantee in any conveyance of any lot or part thereof of the property or parcel of the aforementioned lots, that said restrictions and protective covenants hereinafter described are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by 75% of the then owners of the aforementioned lots has been recorded and agreed to change said covenants in whole or in part.

The Declarant's property referenced hereto and building and land development thereof shall conform and be restricted as follows:

1. No lot shall be used except for residential purposes; no commercial uses whatsoever are authorized. No buildings shall be erected, altered, placed or permitted to

remain on any lot other than one single-family dwelling not to exceed two stories in height and a private garage for not more than three cars.

2. No dwelling shall be permitted on any lot on at a cost of less than \$250,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially equal to or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein, for the minimum permitted dwelling size. The total floor area of the main structure, exclusive of open porches, basements and garages, shall be not less than 2,000 sq. ft. for a two-level structure and not less than 1,800 square feet for a single level structure.

3. Garages on said lots shall be for the exclusive use of the respective owners upon which the same are erected. No garage shall be used for any purpose unless such use is in conformity with the land use provision, zoning ordinance, local laws and ordinances of the Town of Plattsburgh, County of Clinton, State of New York. No portable or temporary garages shall be allowed on any lot in the subdivision.

4. No sign of any kind or nature may be erected on said premises or attached or exhibited on or from said houses, except that this provision shall not prevent the erection of any signs or advertising displays by any party in connection with the development of the subdivision or such sign advertising the sale of the subject premises and improvements thereon, so long as any such "for sale" sign does not exceed four square feet in area.

5. No clothes or wash lines of any kind, except portable revolving laundry dryers, shall be erected, placed or maintained upon any part of said lot, nor shall any cans or receptacles for garbage or refuse be placed, kept or maintained except in the rear of the house or in the garage and not visible from the abutting street upon which the structure is located.

6. No purchaser of a lot, with improvements erected thereon, may change the grade of said lot as existing 12 months after the date of conveyance of title to said purchaser. No lot, once it is sold and conveyed by the original developer, shall thereafter be subdivided or reduced in size, except that this provision shall not prohibit any appropriate conveyances or easements for streets, utilities, water and sewer rights-of-way or similar purposes.

7. No buildings, improvements or structures shall be located on any lot unless all setback, sideyard, rearyard and frontyard requirements of the Town of Plattsburgh Zoning Ordinance are complied with, without any variance thereto. It being the intention that all improvements to any lots of this subdivision be built in accordance with said Town Zoning Ordinance without variance thereto.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall

anything be done thereon which may be or shall become an annoyance or nuisance to the neighborhood.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building, shall be used on any lot at any time as a residence either temporarily or permanently, nor shall any prefabricated homes, manufactured homes or modular homes be built or located upon the said lots without the prior written approval of the Declarant, in Declarant's sole and absolute discretion.

10. Except for homes built by the Declarant herein, no home of any type shall be constructed on any lot without the Declarant first approving of the building plans, in writing. The Declarant has full, unqualified and absolute discretion to approve or disapprove any building plans. Further, the construction of any dwelling shall be completed within one (1) year from the date a building permit is obtained by the owner to begin construction.

11. No fence, wall, hedge or shrub planting, including trees and hedgerows, which shall obstruct sight lines for oncoming traffic at elevations between 2 and 10 feet above the roadways shall be placed or be permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of the sight lines.

12. No property owner shall intentionally permit any fence, walls, hedge, shrub planting, tree, structure or other items to obstruct the view to Lake Champlain from any other lot within the subdivision. However, excluded therefrom is the principal building together with the attached garage or detached garage on said lot. It is hereby intended to exclude from this restriction the principal structure together with garage placed or to be placed on said lot, as well as any tree or planting existing at the time the covenants are recorded. No chain link fences shall be allowed unless same are not visible from the street abutting the subject parcel.

13. In the event that any grantees or their heirs, devisees, executors, administrators or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained prior to their expiration, it shall be lawful for the Declarant or any other person or persons owning any other lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and to sue for injunction to restrain such violation, sue to recover for damages for such violations, or both, together with any other remedy available at law or in equity.

14. No unlicensed or unregistered motor vehicles shall be maintained or permitted on any lot in the subdivision.

