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Descrip: RESTRICTIVE COV AGR
Num Pgs: 12
Rec'd Frm: WILLIAM H KISSEL ESQ

Party1: HARMONY GOLF CLUB & COMMUNITY
REALTY SUBDIVISION (NORTH)
Party2: NORTH COUNTRY DEVELOPMENT GROUP
L L C
Town: CHESTERFIELD

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

Joseph A. Provoncha
Essex County Clerk

Record and Return To:

WILLIM H KISSEL ESQ
PO BOX 1598
LAKE PLACID NY 12946

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page

Declaration of Covenants and Restrictions for
Harmony Golf Club & Community Realty Subdivision (North)
Phase II, Residential Home Lots 2, 3, 4, 5, 6 and 8

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR Harmony Golf Club & Community Realty Subdivision (North), Residential Lots Numbered 2, 3, 4, 5, 6 and 8, is made this 12th day of April, 2017, by **Mattig, Inc.** (hereinafter the “**Declarant**”)

WHEREAS, Declarant owns the property more particularly described on **Schedule “A”** attached hereto and made a part hereof. Declarant is allowing **North Country Development Group, LLC** to develop the subject property as a residential golf community. The purpose of this declaration is to provide various use and maintenance requirements and restrictions in the best interests of the future owners of lots and dwellings within the property, and to protect and preserve the values of the property. This declaration will also establish an Owner Committee, which will own, operate and/or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of the declaration, and will be given various other rights and responsibilities. The expenses of the Owner Committee shall be borne by homeowner’s maintenance fees.

NOW THEREFORE, Declarant hereby declares that the subject property as herein defined, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth herein, all of which shall run with title to the subject property and shall be binding upon all persons having and/or acquiring any right, title or interest in the subject property or any portion thereof.

1. DEFINITIONS

The terms used in this declaration shall have the following meanings unless the context otherwise requires:

1.1 Approving Party means North Country Development Group, LLC, so long as Declarant owns any lot or home, or until Declarant assigns its rights to the Owner Committee. North Country Development Group, LLC reserves the right to assign its rights as the Approving Party to the Owner Committee in whole or in part.

1.2 Owner Committee shall mean the governing body for Harmony Golf Club and Community, and shall consist of the Declarant and two (2) others selected by the Declarant to represent the rights and interests of all homeowners.

2. USE RESTRICTIONS

2.1 Garages. Each unit shall have an attached garage providing parking for at least two (2) automobiles. No garage shall be permanently enclosed, and no portion of a garage intended for the parking of an automobile shall be converted into a living space or storage area. All garage doors shall remain closed when not in use.

2.2 Occupancy. No unit shall be permanently occupied by more than two (2) persons for each bedroom in the unit. Permanent occupancy for purposes hereof shall mean more than sixty (60) days in any twelve (12) month period or calendar year. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the subject property.

2.3 No Trade or Business. Except as reserved to Declarant, and except for uses or activities or activities associated with the construction, development, and sale of the subject property or any lot, unit or portion thereof, by Declarant or its assigns, no trade, business, profession or commercial activity, or any other residential use, shall be conducted upon any portion of the subject property or within any lot or unit. The foregoing shall not prohibit any owner from leasing his entire lot, but no building or other improvement upon a lot shall be leased separately from the entire lot and no part of any unit shall be used for the purpose of renting rooms or transient purposes.

2.4 Leases. All leases of a unit must be in writing and specifically be subject to this.

2.5 Outside Storage of Personal Property. The personal property of any resident of the subject property shall be kept inside the resident's unit, an approved storage shed or a fenced or walled-in yard in accord with these restrictions, except for patio furniture and accessories and other personal property commonly kept outside, which must be neat in appearance and in good condition.

2.6 Accessory or Related Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any lot for storage or otherwise.

2.7 Garbage and Trash. Each owner shall be responsible for obtaining the services of a waste disposal company to regularly pick up all garbage, trash, refuse or rubbish on the owner's lot. All garbage, trash, refuse or rubbish must be placed in appropriate

trash facilities or bags. All containers, dumpsters or garbage facilities shall be kept in a clean and sanitary out of view area or screened from view by landscaping. No noxious or offensive odors shall be permitted. Garbage, trash, refuse or rubbish that is required to be placed at the front of the lot in order to be collected may be placed and kept at the front of the lot no earlier than 5:00 a.m. on the day of the scheduled collection and any trash containers must be returned by the evening of the collection day to their normal location. Lawn and garden residues and refuse (i.e., grass clippings, etc.) shall be properly disposed of in accordance with all applicable governmental ordinances, resolutions and regulations.

2.8 Vehicles and Boats. Only automobiles, vans and pickup trucks with a carrying capacity of three-quarter (3/4) ton or less, and other vehicles manufactured and used as private passenger vehicles, may be parked within the subject property overnight without the prior written consent of the Approving Party, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the Approving Party, no recreational vehicle, camper, trailer or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a unit overnight. No overnight parking is permitted on any streets, lawns or areas other than driveways and garages, without the consent of the Approving Party. The foregoing notwithstanding, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the subject property. Motorcycles, motorbikes, mopeds, all-terrain vehicles and the like are not permitted to be operated on the subject property, except to enter or exit the subject property, or parked overnight outside of an enclosed garage, except with the prior written consent of the Approving Party which may be withdrawn at any time. Any permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the subject property.

2.9 Pets. No animals, livestock or poultry of any kind shall be permitted within the subject property except for one (1) common household domestic pet. No pit bull terriers are permitted without the consent of the Approving Party. Any pet must be carried or kept on a leash while outside of a unit or fenced-in area. Invisible fencing permitted. No pet shall be kept outside of a unit, or in any screened porch or patio, unless someone is present in the unit. No pet shall be permitted to stray on any other lot without the permission of the owner of the lot. Any pet may not be an unreasonable nuisance or annoyance to other residents of the subject property. Any

resident shall immediately pick up and remove any solid animal waste deposited by his/her pet on the subject property. No commercial breeding of pets is permitted within the subject property. The Approving Party may require any pet to be immediately and permanently removed from the subject property due to a violation of this paragraph.

2.10 Landscaping. The initial landscaping of any lot, and any material modifications, additions or substitutions thereof must be approved by the Approving Party. The owner of each lot containing a unit shall be required to maintain the landscaping on his lot and the pavement edge of any abutting road or fairway, all in accordance with the landscaping plans approved by the Approving Party, and in accordance with the provisions of this declaration and the requirements of any controlling governmental authority. All such landscaping shall be maintained by the owner in excellent condition and appearance and, as reasonably required, watering, trimming, fertilizing and weeding, insect and disease control shall be performed by the owner. Owners shall have a choice of having their mowing performed by golf course and community maintenance personnel, which will be done on a weekly basis from spring through fall, for a set fee that will be established annually by the Owner Committee. The fee shall not exceed the median price being charged for the mowing of lawns by area lawn care companies. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the Approving Party. All dead or diseased sod, grass, trees, plants, shrubs or flowers shall be promptly removed and replaced and excessive weeds, underbrush or unsightly growth shall be promptly removed. Owners who elect to plant and landscape with plants, shrubs or bushes shall submit, in writing, to the Owner Committee, the proposed placement, density and height of any such plant, shrub or bush. In no event shall the placement of plants, shrubs or bushes obscure the view of any other owner with respect to units constructed on a higher elevation. In any event plants, shrubs and bushes shall not exceed a height of three feet (3). Existing trees and shrubs may be pruned with the consent of the Approving Party to enhance or improve a lot owner's view or to prevent damage to an existing structure, but only on the lot owner's property. The Approving Party shall retain the exclusive right to remove any plant, shrub or bush that fails to comply with the foregoing provisions, at the expense of the owner.

2.11 Fireplaces. The use of a propane gas fireplace within a unit and as part of an outdoor grille shall be permitted. Wood burning stoves or fireplaces and outside storage of firewood or logs on any lot within the above subject property shall be permitted. No wood boilers permitted.

- 2.12 Maintenance. Each owner shall maintain his/her unit and all improvements and personal property upon such lot in excellent condition at all times. The exterior of all units, including, but not limited to, roofs, walls, doors, windows, patio areas, screenings and awnings shall be maintained in excellent condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other units, and no excessive rust deposits on the exterior of any unit, peeling of paint or discoloration of same shall be permitted. No owner shall change the exterior color of his unit without the consent of the Approving Party. All sidewalks, driveways and parking areas within the owner's lot or serving the owner's unit shall be cleaned and kept free of debris and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.
- 2.13 Clotheslines and Outside Clothes Drying. No clotheslines or clothes poles shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by government authorities for energy conservation purposes, in which event the Approving Party shall have the right to approve the portions of any lot used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing and not unreasonably withheld.
- 2.14 Nuisances. No nuisances shall be permitted within the subject property, and any use or practice which is an unreasonable source of annoyance to the residents within the subject property or which shall interfere with the peaceful possession and proper use of the subject property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the owners.
- 2.15 Oil, Gas and Other Tanks. All oil tanks and gas tanks and other tanks, including but not limited to water softeners, shall be underground in walled-in or landscaped areas as approved by the Approving Party so that they are substantially concealed or hidden from any eye-level view from any street or adjacent property.
- 2.16 Signs. No owner other than Declarant or North Country Development Group, LLC shall erect or display, either on the lot or on the unit, any sign or advertisement or engage in any commercial activity thereon or therefrom, unless prior written approval from the Approving Party has been obtained.

In the event any sign is installed on any lot or on the exterior of any unit which violates this paragraph, the Approving Party shall have the right to remove such sign

without notice to the owner, and the removal shall not be deemed a trespass and the Approving Party shall not be liable to the owner for the removal or for any damage or loss to the sign

Nothing contained in this Declaration shall prevent Declarant, or any other person designated by Declarant, from erecting or maintaining such commercial and display signs on such temporary dwellings, model houses and other structures. Units or lots as Declarant may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

2.17 Swimming Pools and Spas. Swimming pools, hot tubs or spas may be installed with the consent of the Approving Party.

2.18 Fences or Walls. No fences, walls or hedges shall be installed except with the consent of the Approving Party. Any approved fence, wall or hedge must be maintained in excellent condition at all times. The Approving Party shall have the right to require that all fences and walls, throughout the subject property, be of a specified standard type of construction and material, and shall have the right to prohibit any other types of fences and/or walls, and shall further have the right to change such standard from time as the Owner Committee deems appropriate. In no event shall an owner construct a fence bordering a golf fairway.

2.19 Street Lighting. All units may, in the future, be within a street lighting district pursuant to which lighting services are provided, and taxes or assessments therefore levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

2.20 Structures and Setbacks. No structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) unit.

2.21 Final Approval of Building plans by Owner Committee required.

3. ARCHITECTURAL CONSTROL OF ANY CHANGES OR ALTERATIONS:

3.1 Owner to Obtain Approval. No owner shall make any improvement, and no owner shall apply for any governmental approval or building or other permit for any improvement unless the owner first obtains the written approval for the improvement from the Owner Committee. For purposes of this paragraph, the term "Improvement"

shall mean any building, fence, wall, patio area, spa, deck, landscaping, grading, drainage, driveway, walkway, or any other alteration, addition, improvement or change of any kind or nature which is constructed, made, installed, placed or removed in, on or from the exterior of any unit or any other improvement upon any lot, except for maintenance or repair which does not result in a material change to any improvement, including the color of same.

3.2 Approving Party's Consent. Any request by an owner for approval by the Owner Committee to any improvement shall be in writing and shall be accompanied by plans and specifications or other details as the Owner Committee may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color and location of all proposed improvements. If the Owner Committee deems the plans and specifications deficient, the Owner Committee may require such further detail in the plans and specifications as the Owner Committee deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors, and until receipt of the foregoing, the Owner Committee may postpone review of any plans submitted for approval. The Owner Committee shall have the right to charge a reasonable fee in connection with the approval of any request to pay for the cost of any architect or engineer hired by the Owner Committee to review any plans and specifications. Approval of any request shall not be withheld in a discriminatory manner or in a manner, which unreasonably prohibits the reasonable improvement of any lot or unit, but may be withheld due to aesthetic considerations. The Owner Committee shall notify the owner of its approval or disapproval, or that the Owner Committee requires additional plans and specifications, by written notice within thirty (30) days after request for such approval is made in writing to the Owner Committee, and in the event the Owner Committee fails to disapprove any request within such thirty (30) day period, the request shall be deemed approved, and upon request the Owner Committee shall give written notice of such approval. In consenting to any proposed improvement, the Owner Committee may condition such consent upon conditions being met or changes being made. If the Owner Committee consents to any improvements, the owner may proceed to make the improvement in strict conformance with the plans and specifications approved by the Owner Committee, and subject to any conditions of the Owner Committee's approval.

3.3 Inspections. Upon completion of any improvement, the owner shall give written notice of the completion of same to the Owner Committee. Within sixty (60) days thereafter, the Owner Committee shall inspect the improvement, and if the Owner Committee finds that the improvement was not completed in conformance with the

approved plans and specifications, it shall notify the owner in writing of such non-compliance, and within thirty (30) days thereafter the owner shall correct the deficiencies set forth in the notice, and upon completion of the work required to correct the deficiencies, the owner shall again give the Owner Committee notice of the completion of the work and the provisions of this paragraph shall again become operative. If for any reason the Owner Committee fails to notify the owner of any deficiencies within ninety (90) days after receipt of a notice of completion from the owner, the improvement shall be deemed to have been completed in accordance with the approved plans and specifications.

3.4 No Liability. The Approving Party shall not be liable to any owner in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any improvement. Any approval of any plans or specifications by the Owner Committee shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Owner Committee, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Owner Committee shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications. If the Owner Committee approves any improvement, same shall not require the Owner Committee, to approve any similar improvement in the future, and the Owner Committee shall have the right in the future to withhold approval of similar improvements, requested by any other owner.

3.5 Certificate. At the request of any owner, the Owner Committee shall issue, without charge, a written certification that the improvements located upon the owner's lot are not in violation of the provisions.

3.6 Rules and Regulations. The Owner Committee may adopt additional reasonable rules and regulations relating to the use and maintenance of the subject property. Copies of such rules and regulations and amendments shall be furnished by the Owner Committee to any owner upon request.

3.7 Waiver. The Owner Committee shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any lot where, in the discretion of the Owner Committee, special circumstances exist which justify such waiver or deviation by the Owner Committee, will not adversely affect any other owners. In granting any waiver or deviation, the Owner Committee may impose such conditions and restrictions as the Owner Committee may deem necessary and the owner shall be required to comply with any such restrictions or conditions in connection with any waiver or deviation. In the event any such waiver or permitted deviation, or in

the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the Owner Committee, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other lots, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any approval given by the Owner Committee as to any matter shall not be deemed binding upon the Owner Committee in the future, and shall not require the Owner Committee to grant similar approvals in the future as to any lot or owner.

3.8 Exceptions. The foregoing use and maintenance restrictions shall not apply to Declarant or North Country Development Group, LLC, or to any portion of the subject property while owned by the Declarant or North Country Development Group, LLC, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the subject property and the construction of any units, buildings and other improvements thereon, or any activity associated with the sale or leasing of any units by Declarant or North Country Development Group, LLC. Specifically, and without limitation, Declarant or North Country Development Group, LLC shall have the right to (i) construct any buildings or improvements within the subject property and make any additions, alterations or improvements or changes thereto; (ii) Maintain customary and usual sales, leasing, general office and construction operations on any property; (iii) place, erect or construct portable, temporary or accessory buildings or structures on any property for sales, leasing, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction on any property; and (v) post, display, inscribe or affix to the exterior of a unit or upon any property, signs and other materials used in the developing, constructing, selling or promoting any property. Provided further, that until Declarant or North Country Development Group, LLC has completed all of the contemplated improvements and closed the sales of all lots, no owner shall interfere with the completion of the contemplated improvements and sale of lots and units.

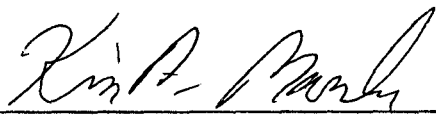
4. TERM OF DECLARATION

4.1. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all owners, their successors, heirs or assigns, regardless of how the owners acquire title, for a period of fifty (50) years from the date of this declaration. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until the owner committee executes a written instrument declaring a termination of this declaration (as it may have been amended from time to time).

Any termination of this declaration shall be effective on the date the instrument of termination is recorded in the public records of the county in which the subject property is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the Declarant so long as the Declarant owns any lot or holds any mortgage encumbering any lot.

IN WITNESS WHEREOF, **Declarant** executed this declaration as of the 12th day of April, 2017.

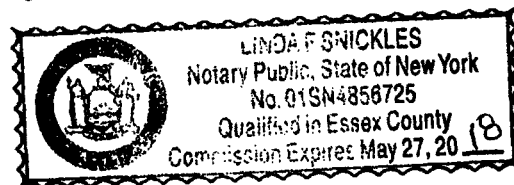
MATTIG, INC., Declarant

By: 
Kim A. Marsha, President

STATE OF NEW YORK)
COUNTY OF ESSEX) ss:

On this 27th day of April, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Kim A. Marsha**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



RECORD AND RETURN TO:

William H. Kissel, Esq.
P.O. Box 1598
Lake Placid, NY 12946

SCHEDULE A

Declaration of Covenants and Restrictions for
Harmony Golf Club & Community Realty Subdivision (North)
Phase II, Residential Home Lots 2, 3, 4, 5, 6 and 8

All those pieces of land located in the Town of Chesterfield, County of Essex and State of New York identified as Lots 2, 3, 4, 5 and 6 as shown on a map entitled “**Harmony Golf Club & Community Realty Subdivision Phase II Amendment, Lots 2-6, 14A & 15**” filed in the Essex County Clerk’s office on April 22, 2016 at Map Number **7255**; and

All those pieces of land located in the Town of Chesterfield, County of Essex and State of New York identified as Lots 2, 3, 4, 5, 6 and 8 as shown a on map entitled “**Harmony Golf Club & Community Realty Subdivision Phase II, Lot 8**” filed in the Essex County Clerk’s office on February 3, 2017 at Map Number **7348**.