

## Weiden Lake Modified Protective Covenants (Lot 5)

The grantee, his, her, or their heirs and assigns shall conform to and comply with all required rules and regulations promulgated by Weiden Lake Property Owner's Association, Inc., its Successors and Assigns. The hereby granted rights to the existing properties, and the buildings and structures now thereon erected or which may be erected or which may hereinafter be erected shall be and remain subject to the following Covenants, Conditions, and Restrictions:

- a. It is understood and agreed that the property owner herein, his, her, or their heirs and assigns shall pay the Weiden Lake Property Owner's Association, Inc., its Successors and Assigns, the annual charge of \$137.00 for the use, maintenance and enjoyment of recreational areas and facilities owned and provided by the Weiden Lake Property Owner's Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Weiden Lake Property Owner's Association, Inc., its Successors and Assigns. Said charge may be increased or decreased by the Weiden Lake Property Owner's Association, Inc. Such use of recreational areas and facilities are subject to the reasonable rules and regulations of the Weiden Lake Property Owner's Association, Inc., its Successors and Assigns. The charge for such use shall constitute a debt which may be collected in any Court in competent jurisdiction and upon the conveyance on any of the land described therein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay the Weiden Lake Property Owner's Association, Inc., its Successors and Assigns all charges past or future as provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.
- b. The premises conveyed shall be used for single family homes, of not less than 1,000 square feet of living space; agricultural and / or recreational use only. One dwelling per parcel. All uses to be in compliance with the Town of Tusten local laws in effect.
- c. Grantees agree to keep their lot in good sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of unregistered vehicles is prohibited.
- d. Single and Double wide mobile homes are not allowed.
- e. Camping trailers, tents, or other recreational or temporary living quarters will be allowed, with a permit from the town code enforcement officer, for the purpose of camping for temporary periods, not to exceed 14 days, within any 60 day period and must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the 14 day period, except that legally registered recreational vehicles may be stored upon the

premises if a permanent dwelling exists on the lot.

- f. Provided same can be professionally engineered in compliance with all existing statutes, rules and regulations, and in satisfaction and approval of the governmental entities and boards having jurisdiction thereof, this lot may be subdivided into no more than two (2) distinctive lots; however, there shall be no further subdivision of that portion of the lot that presently exists on the lake-side of Swamp Pond Road. Once the present “Lot 5” has been subdivided, no further subdivisions shall take place. Any distinctive lots created by such subdivision shall be encumbered by the Protective Covenants of these Modified Covenants and Restrictions, and shall become Members of the Weiden Lake Property Owner’s Association, Inc., with all of the benefits of membership that accompany it.
- g. Individual owners are responsible for obtaining the necessary state and local permits, if required, for building driveways, wells, septics, docks, and clearing or excavating in or around any wetlands, the lake, streams or rivers.
- h. All driveway crossings and culvert sizes to be approved by the Town or County Road Supervisor.
- i. There will be no change allowed to the existing drainage patterns of ditches and culverts without approval from the Town Road Supervisor. Furthermore, the Town of Tusten Highway Department shall have the right to enter the property for the purpose of cleaning, maintaining, or replacing any drainage ditch, stream, or culvert.
- j. Owner retains the right to convey right of ways along road frontage for utility easements.
- k. No internal combustion engine powered water craft, shall be operated, maintained or launched on Weiden Lake. Electric powered boats will be allowed.
- l. Nothing shall be altered in, constructed on, or removed from the common areas except by written consent of the Weiden Lake Property Owner’s Association.
- m. All construction or excavation within 50 feet of the high-water mark of Weiden Lake must comply with the Town of Tusten Zoning Laws in effect in March of 2013, must have a permit issued from the Town of Tusten, and, if required, a D.E.C. permit. No variances shall be sought from these zoning provisions. No fences or walls, including stone, brick, or otherwise, shall be constructed within 50 feet of the high-water mark of Weiden Lake. No cutting of live trees over 6” in diameter shall be allowed within 50 feet of the high-water mark of Weiden Lake, except that forest management is permissible so long as it is done pursuant to a forest management plan obtained from a professional forester, a copy of which shall be provided to the WLPOA ten (10) days prior to the cutting of any trees. This provision shall not affect existing or proposed water well sites as properly engineered and approved by the Town of Tusten.

- n. In the area along all protected streams, extending 50 feet each side of the bank, no excavating, building or removal of live trees over 6" in diameter will be allowed without the approval of the D.E.C. You may have no more than one stream crossing per lot provided that a D.E.C. Protection of Waters permit is obtained for the crossing. Any new lots created by permitted subdivisions referred to in restriction "f," above shall be permitted one stream crossing provided that a D.E.C. Protection of Waters permit is obtained for said crossing.
- o. No commercial fishing enterprise or fee based boat launching facilities or any other commercial uses will be allowed on the premises.
- p. Generally, docks shall not exceed 18' in length.
- q. All dock installations must be approved by the Weiden Lake Property Owner's Association. Such approval not to be unreasonably withheld. In no case shall more than one dock be permitted on each parcel.
- r. No detached floating docks or swimming platforms will be allowed.
- s. For as long as any portion of the property described in this deed is subject to regulation under Article 24 (the Freshwater Wetlands Act) of the Environmental Conservation Law of the State of New York (ECL), there shall be no construction, grading, filling, excavating, clearing or other regulated activity as defined by Article 24 of the Environmental Conservation Law on this property within the freshwater wetland area at any time without having first secured the necessary permission and permit required pursuant to the above noted Article 24. This restriction shall bind the Grantee's, their successors and assigns and shall be expressly set forth in all subsequent deeds to this property.
- t. The protective covenants are to run with the land and shall be binding on the person whose name appears on the property deed and all persons claiming under him/her/it. The invalidation of any one of the Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The Protective Covenants may be enforced by Weiden Lake Property Owners Association, Town of Tusten, the owner of any parcel within the subdivision, or any owner of a Hensz Farm lot. If Weiden Lake Property Owners Association brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.