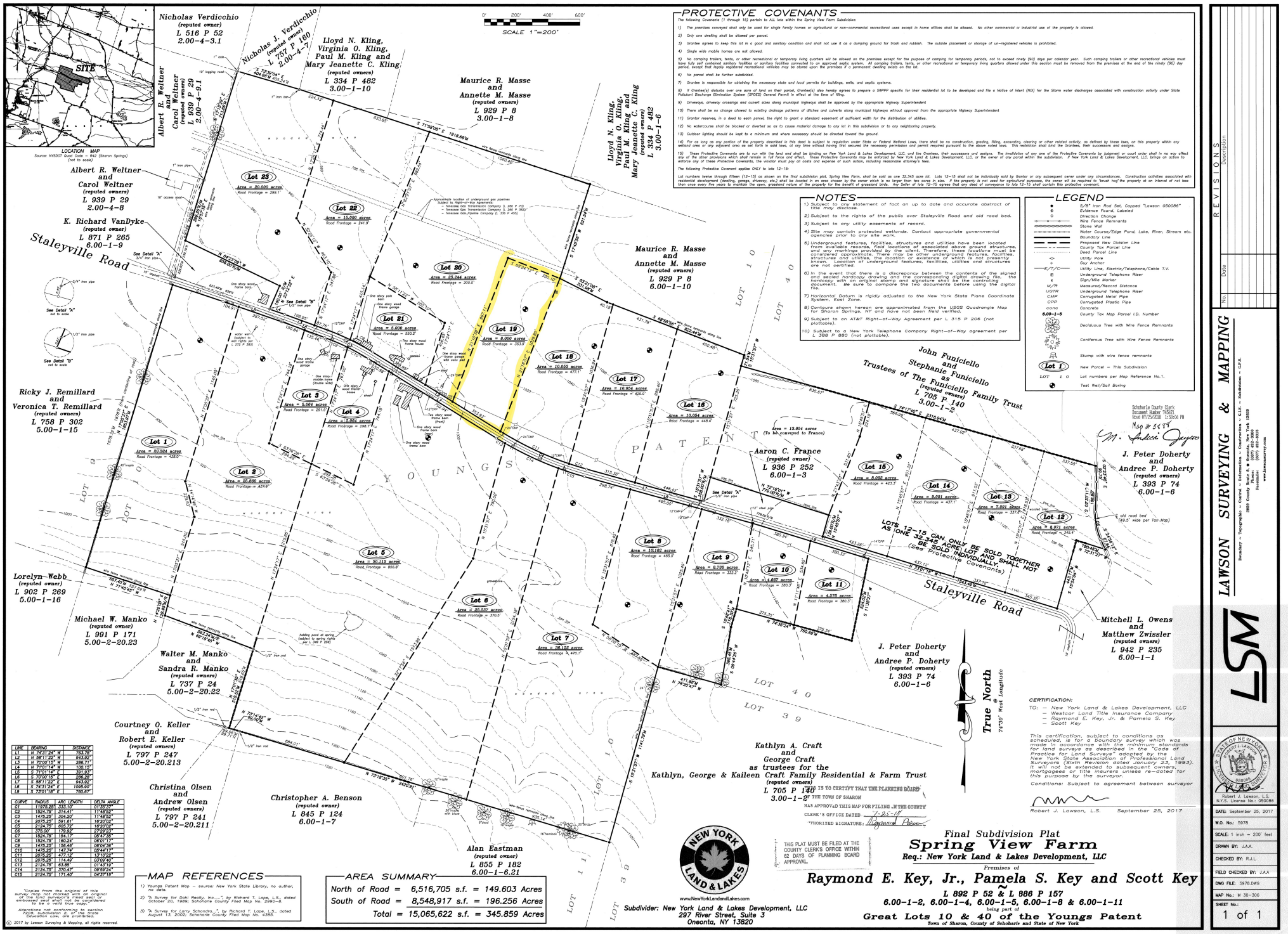

PROTECTIVE COVENANTS

The following Covenants (1 through 15) pertain to ALL lots within the Spring View Farm Subdivision:

1) The premises conveyed shall only be used for single family homes or agricultural or non-commercial recreational uses except in home offices shall be allowed. No other commercial or industrial use of the property is allowed.

2) Only one dwelling shall be allowed per parcel.

3) Grantee agrees to keep this lot in a good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.

4) Single wide mobile homes are not allowed.

5) No camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed ninety (90) days per calendar year. Such camping trailers or other recreational vehicles 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 ninety (90) day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.

6) No parcel shall be further subdivided.

7) Grantee is responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.

8) If Grantee(s) disturbs over one acre of land on their parcel, Grantee(s) also hereby agrees to prepare a SWPPP specific for their residential lot to be developed and file a Notice of Intent (NOI) for the Storm water discharges associated with construction activity under State Pollutant Discharge Elimination System (SPDES) General Permit in effect at the time of filing.

9) Driveways, driveway crossings and culvert sizes along municipal highways shall be approved by the appropriate Highway Superintendent

10) There shall be no change allowed to existing drainage patterns of ditches and culverts along municipal highways without approval from the appropriate Highway Superintendent

11) Grantor reserves, in a deed to each parcel, the right to grant a standard easement of sufficient width for the distribution of utilities.

12) No watercourses shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.

13) Outdoor lighting should be kept to a minimum and where necessary should be directed toward the ground.

14) For as long as any portion of the property described in this deed is subject to regulation under State or Federal Wetland Laws, there shall be no construction, grading, filling, excavating, clearing or other related activity, as defined by these laws, on this property within any wetland area or any adjacent area as set forth in said laws, at any time without having first secured the necessary permission and permit required pursuant to the above noted laws. This restriction shall bind the Grantees, their successors and assigns.

15) These Protective Covenants are to run with the land and shall be binding on New York Land & Lakes Development, LLC, and the Grantees, their successors and assigns. The invalidation of any one of the Protective Covenants by judgment or court order shall in no way affect any of the other Protective Covenants, which shall remain in full force and effect. These Protective Covenants may be enforced by New York Land & Lakes Development, LLC, or the owner of any parcel within the subdivision. If New York Land & Lakes Development, LLC, 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.

The following Protective Covenant applies ONLY to lots 12-15:

Lot numbers twelve through fifteen (12–15) as shown on the final subdivision plat, Spring View Farm, shall be sold as one 32.345 acre lot. Lots 12–15 shall not be individually sold by Grantor or any subsequent owner under any circumstances. Construction activities associated with residential development (dwelling, garage, driveway, etc.) shall be located in an area chosen by the owner which is no larger than two acres in size. If the property is not used for agricultural purposes, the owner will be required to "brush hog" the property at an interval of not less than once every five years to maintain the open, grassland nature of the property for the benefit of grassland birds. Any Seller of lots 12–15 agrees that any deed of conveyance to lots 12–15 shall contain this protective covenant.

NOTES

1) Subject to any statement of fact an up to date and accurate abstract of title may disclose.

2) Subject to the rights of the public over Staleyville Road and old road bed.

3) Subject to any utility easements of record.

4) Site may contain protected wetlands. Contact appropriate governmental agencies prior to any site work.

5) Underground features, facilities, structures and utilities have been located from available records, field locations of associated above ground structures, and plan markings provided by others. Therefore, they may not be considered accurate. There may be other underground features, facilities, structures and utilities, the location or existence of which is not presently known. Location of underground features, facilities, utilities and structures are not certified.

6) In the event that there is a discrepancy between the contents of the signed and sealed hardcopy drawing and the corresponding digital drawing file, the hardcopy with an original stamp and signature shall be the controlling document. Be sure to compare the two documents before using the digital file.

7) Horizontal Datum is rigidly adjusted to the New York State Plane Coordinate System, East Zone.

8) Contours shown hereon are approximated from the USGS Quadrangle Map for Sharon Springs, NY and have not been field verified.

9) Subject to an AT&T Right-of-Way Agreement per L 315 P 206 (not plottable).

10) Subject to a New York Telephone Company Right-of-Way agreement per L 386 P 880 (not plottable).

LEGEND

- 5/8" Iron Rod Set, Capped "Lawson 050086"
- Evidence Found, Labeled
- Direction Change
- Wire Fence Remnants
- Stone Wall
- Water Course/Edge Pond, Lake, River, Stream etc.
- Boundary Line
- Proposed New Division Line
- County Tax Parcel Line
- Deed Parcel Line
- Utility Pole
- Guy Anchor
- E/T/C — Utility Line, Electric/Telephone/Cable T.V.
- Underground Telephone Riser
- Sign/Mile Marker
- M/R — Measured/Record Distance
- UGTR — Underground Telephone Riser
- CMP — Corrugated Metal Pipe
- CPP — Corrugated Plastic Pipe
- conc — Concrete
- 6.00-1-5 — County Tax Map Parcel I.D. Number
- Deciduous Tree with Wire Fence Remnants
- Coniferous Tree with Wire Fence Remnants
- Stump with wire fence remnants
- Lot 1 — New Parcel – This Subdivision
- LOT 1 0 — Lot numbers per Map Reference No.1.
- Test Well/Soil Boring

LINE	BEARING	DISTANCE
L1	N 74°37'24" W	763.78'
L2	N 58°11'22" W	943.92'
L3	N 70°00'15" W	286.71'
L4	N 71°01'14" W	100.15'
L5	S 71°01'14" E	391.93'
L6	S 70°00'15" E	286.28'
L7	S 58°11'22" E	943.92'
L8	S 74°37'24" E	1095.90'
L9	S 73°01'18" E	760.67'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	11975.25'	333.10'	01°35'37"
C2	1524.75'	314.41'	11°48'55"
C3	1475.25'	304.20'	11°48'55"
C4	2075.25'	591.61'	16°20'06"
C5	2124.75'	605.73'	16°20'06"
C6	375.00'	179.99'	27°29'23"
C7	1524.75'	154.17'	05°47'55"
C8	1524.75'	160.24'	06°01'17"
C9	1475.25'	156.46'	06°04'36"
C10	1475.25'	147.73'	05°44'17"
C11	2075.25'	477.12'	13°10'25"
C12	2075.25'	114.49'	03°09'40"
C13	2124.75'	63.85'	01°43'19"
C14	2124.75'	370.47'	09°59'24"
C15	2124.75'	171.40'	04°37'19"

MAP REFERENCES

1) Youngs Patent Map – source: New York State Library, no author, no date.

2) "A Survey for Dahl Realty, Inc...", by Richard T. Lape, L.S., dated October 20, 1989; Schoharie County Filed Map No. 2990-8.

3) "A Survey for Larry Schondra..." by Richard T. Lape, L.S., dated August 13, 2002; Schoharie County Filed Map No. 4385.

AREA SUMMARY

North of Road = 6,516,705 s.f. = 149.603 Acres
South of Road = 8,548,917 s.f. = 196.256 Acres
Total = 15,065,622 s.f. = 345.859 Acres

"Copies from the original of this survey map not bearing the license seal of the land surveyor's inked seal or embossed seal shall not be considered to be a valid true copy."

Alterations not conforming to section 7209, subdivision 2, of the State Education Law, are prohibited.

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Subdivider: New York Land & Lakes Development, LLC
297 River Street, Suite 3
Oneonta, NY 13820

www.NewYorkLandandLakes.com

THIS PLAT MUST BE FILED AT THE COUNTY CLERK'S OFFICE WITHIN 62 DAYS OF PLANNING BOARD APPROVAL.

THIS IS TO CERTIFY THAT THE PLANNING BOARD OF THE TOWN OF SHARON HAS APPROVED THIS MAP FOR FILING IN THE COUNTY CLERK'S OFFICE DATED 7-25-18
AUTHORIZED SIGNATURE: Raymond Pierce

CERTIFICATION:
TO: – New York Land & Lakes Development, LLC
– Westcor Land Title Insurance Company
– Raymond E. Key, Jr. & Pamela S. Key
– Scott Key

This certification, subject to conditions as scheduled, is for a boundary survey which was made in accordance with the minimum standards for land surveys as described in the "Code of Practice for Land Surveys" adopted by the New York State Association of Professional Land Surveyors (Sixth Revision dated January 23, 1993). It will not be extended to subsequent owners, mortgagees or title insurers unless re-dated for this purpose by the surveyor.

Conditions: Subject to agreement between surveyor

Robert J. Lawson, L.S. September 25, 2017

Robert J. Lawson, L.S.
N.Y.S. License No.: 050086

DATE: September 25, 2017
W.O. No.: 5978
SCALE: 1 inch = 200' feet
DRAWN BY: J.A.A.
CHECKED BY: R.J.L.
FIELD CHECKED BY: J.A.A
DWG FILE: 5978.DWG
MAP No.: M 30-306
SHEET No.: 1 of 1

Final Subdivision Plat
Spring View Farm
Req.: New York Land & Lakes Development, LLC

Premises of
Raymond E. Key, Jr., Pamela S. Key and Scott Key
L 892 P 52 & L 886 P 157
6.00-1-2, 6.00-1-4, 6.00-1-5, 6.00-1-8 & 6.00-1-11
being part of
Great Lots 10 & 40 of the Youngs Patent
Town of Sharon, County of Schoharie and State of New York

LAWSON SURVEYING & MAPPING
Boundary – Topographic – Control – Deformation – Construction – G.I.S. – Subdivisions – G.P.S.
2899 County Route 6 & Otsquito, New York 13820
Phone: (607) 435-0313 Facsimile: (607) 435-0313
www.lawsonsurvey.com

REVISIONS
No. | Date | Description