

DEED RESTRICTIONS FOR OVERLOOK RIDGE

THIS IS NOT A TRUE COPY OF THE ACTUAL DEED RESTRICTION
DECLARATION OF COMMON RESTRICTIONS FOR LOTS NUMBERED 2-32

WHEREAS, *OVERLOOK RIDGE, INC.*, of Little Falls, New York, is the owner of the following described premises: All that tract or parcel of land situated in the City of Little Falls, County of Herkimer and State of New York, being more particularly described in a deed given by ROCK CITY DEVELOPMENT, LLC to OVERLOOK RIDGE, INC. dated February 22, 2000 and recorded October 13, 2000 in the Herkimer County Clerk's office in Book 874 Deeds at page 277.

WHEREAS, it is the intention of the undersigned owner of said premises to provide for an orderly and uniform development of Lots 2-32 of the above premises, and

WHEREAS, there is to be erected upon the lots or parcels which form a part of the above premises, certain single family dwellings, and

WHEREAS, the owner is desirous of creating certain common restrictions over the particular lots to the end that the neighborhood shall be limited in the future to the type of buildings and value thereof, said restrictions to be for the sole use and benefit of the persons who are or will become the prospective owners and occupants of the house and real property upon which they stand in said development.

NOW, THEREFORE, this declaration witnesseth:

That the owner for the benefit of himself, his heirs, administrators and assigns and in consideration of the premises and further purposes of carrying out the intention above expresses, does, hereby make, publish and declare, covenant and agree that the said premises shall hereafter be subject to the following covenants running with the lands and binding upon all purchasers, mortgagees and holders of said premises, their heirs, executors, administrators, successors and assigns up to and including thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by three fourths (3/4) of the then owners of tile lots have been recorded, agreeing to modify said covenants in whole or in part.

1. Use of Land: Lot numbers 2-32 in Overlook Ridge shall be known and described as residential lots. No structure shall be erected or placed or maintained on any such residential lot other than one (1) single family residence dwelling with a private attached garage which shall accommodate at least two (2) cars but no more than three (3) which may be made an integral part of the residence dwelling. Such residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family. No more than two (2) unrelated adult persons shall occupy dwelling on a lot other than temporary guests.

No residential lot shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive or unreasonably disturbing activity shall be carried on upon any part of Overlook Ridge, nor shall anything be done thereon which may be or become an annoyance or nuisance in Overlook Ridge. Home offices will be permitted with the written approval of OverLook Ridge, Inc., or its successors and assigns.

No dwelling shall be erected on less than one lot and no lot as shown on the recorded plot shall be subdivided.

No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently in Overlook Ridge. No dwelling erected in Overlook Ridge shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications.

Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be housed within a garage.

No lot shall be used for the storage of automobile, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or material; except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the written approval of OverLook Ridge, Inc., or its successors and assigns.

2. Architectural & Aesthetic Control: No lot or lots shall be cleared and no dwelling shall be constructed on said premises until the landscaping plans, building plans, specifications and plot plan showing location of such dwelling shall have been approved in writing by OverLook Ridge, Inc. and/or- their nominees. The plans submitted to OverLook Ridge, Inc. for approval shall include (i) the construction plans and specifications, including all exterior colors, lighting plans and proposed landscaping and grading and (ii) a plat showing the location of all proposed improvements.

In requiring the submission of detailed plans and specifications as herein set forth, OverLook Ridge, Inc. has in mind the development of OverLook Ridge as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Review committee may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in OverLook Ridge as a whole. Any determination made by OverLook Ridge, Inc. or nominee thereof, the Architectural Review Committee, in good faith, shall be binding on all parties in interest.

No plans for a residential dwelling shall be approved unless the living area of such dwelling, exclusive of porches, basements, patios, decks, terraces and garages, shall exceed 1,800 square feet. Each dwelling shall be constructed with no less than a two car attached garage but no more than a three car attached garage.

Said garages may not be occupied as a residence. Detached accessory buildings and outbuildings are prohibited without the written approval of OverLook Ridge, Inc., or its successors and assigns.

No dwelling containing more than two (2) stories, excluding basements shall be erected, altered, or placed on a lot.

No building shall be constructed on the property except by conventional construction and no double wide mobile home shall be erected on the property. Pre-engineered modular construction homes, however, may be constructed upon approval of OverLook Ridge, Inc., or its successors and assigns.

No portion of any lot nearer to any street than the building setback line shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portions of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fountains, hedge, gardens or other structure which shall first have been approved by the Architectural Review committee.

3. Building Location: All set back lines shall be approved of by Overlook Ridge, Inc. The Front Lot Line setback and each Side Lot Line adjacent to a street must be exceeding thirty (30) feet and the Side Lot Line not adjacent to a street must exceed twenty (20) feet.

4. Animals: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except domestic household pets, all of which are maintained within the dwelling and not raised for commercial purposes. Said animals must be controlled and kept off other properties within the development at all times.

5. Trash and Garbage: No trash and/or garbage shall be burned or buried on the premises. Trash and garbage shall not be permitted to accumulate on the premises nor be stored in any outside unsightly manner so as to reflect detriment of the property or cause any obnoxious odor therefrom. All residents shall see to the proper disposal of such trash and garbage.

6. Fences: In order to preserve the natural quality and aesthetic appearance of the existing geographic areas, no fence higher than four (4) feet shall be erected or maintained forward of the rear line of the house. However, such restriction does not apply to a hedge, tree row or living greenery. Approved fences include picket or split rail which may include wire mesh and wrought iron. Chain link fencing is not permitted.

7. Junk or Junk Cars: There shall be no parking, storage or keeping of any old junk or wrecked cars or unlicensed vehicles of any kind or sort on the premises at any time, nor shall any such vehicles be kept for the purpose of rebuilding or restoring on the outside of any of said lots nor shall any automobile be assembled, dissembled or repaired outside of the garage for more than forty-eight (48) hours. Inoperable motor vehicles shall not be parked on any lot for more than 30 days.

8. Vehicles: No trailers, recreational vehicles, campers, trucks in excess of one (1) ton, boats or similar vehicles of any nature shall be parked or stored on any part of any lot or street for more than seventy-two (72) hours except within an enclosed garage. No vehicle or equipment of any kind or nature shall be maintained, overhauled or prepared on any lot or on any street adjacent thereto, unless the same be fully enclosed in a garage; provided, however, that necessary

construction equipment may be stored on a lot during such period when said equipment is actually necessary for the construction process.

No driveway, parking area, lot or street may be used as a habitual parking place for commercial vehicles. The term commercial vehicle shall include all automobiles, station wagons, trucks, and vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise.

9. Swimming Pools: No temporary or above ground swimming pools in excess of 100 square feet shall be permitted without approval of OverLook Ridge, Inc, its successors or assigns. In-ground pools shall be permitted in so far as the location of such not be erected forward of the rear line of the house and approved fencing constructed.

10. Driveways: Access driveways or other paved areas for vehicular use shall have a wearing surface of asphalt or concrete.

11. Antennas and Satellite Dishes: No satellite dish having a diameter in excess of eighteen inches (18") shall be installed, placed, or erected on lot. Unless approved by OverLook Ridge Inc. its successors or assigns. No antenna, aerial or device shall be erected or placed on lot or house other than the normal antenna, aerial or device necessary to facilitate the reception or television signals and/or radio. In no event, however, shall any antenna, aerial or other device be more than 12 feet in height, unless approved by the Architectural Review Committee.

12. Maintenance of Lots and Improvements: To preserve and enhance the natural beauty of the area, the owner of each lot shall at all times maintain the lot and any improvements, situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly. Specifically, each lot owner shall do the following with respect to his/her lot:

a. Mow the lawn at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

Remove all debris and rubbish.

b. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the development.

c. Cut down and remove dead trees and other vegetation.

d. Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.

e. Drainage Swale - Each owner shall maintain, clean and keep open any drainage swale located on their lot. No structure, fence or otherwise shall be built on or otherwise impede any drainage swale.

13. Construction: Any building shall be completely finished on the exterior within twelve (12) months from the commencement of excavation or obtaining a building permit from the City of Little Falls, whichever is later.

No improvement which has been partially or totally destroyed by fire or other act of God, shall be allowed to remain in such condition for more than two (2) months from the time of such destruction or damage.

No second-hand materials shall be used in the construction of ally dwelling or garage unless approved by OverLook Ridge, Inc., or its successors and assigns.

14. Zoning Regulations: These restrictions and conditions shall be in addition to any applicable prevision of any present or future zoning law or ordinance or land use regulation of any municipal authority, and no provision hereof shall be deemed to authorize any act in violation of any such law or ordinance.

15. Terms: The covenants herein are to run with the land and shall be binding on all parties and all persons claiming under them.

16. Enforcement: Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages. However, Rock City Development LLC nor Overlook Ridge, Inc. shall have no obligations to institute such proceedings or otherwise to enforce compliance against any such purchaser or others, such right being available to any lot owner.

17. Severability: Invalidation of any of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.