

WARRANTY DEED

THIS INDENTURE made this day of August, Two Thousand Twenty-two

BETWEEN

THEODORE R. WALLACE and VICKI A. WALLACE, husband and wife, both residing at 81 Chaucer Circle, Baldwinsville, New York 13027

hereinafter Grantor

and

JOHN WAGNER, JEFFREY MAZZOTA and JULIA L. MAZZOTA, residing at 31 Jacaranda Court, Penfield, New York 14526, as Joint Tenants

hereinafter Grantee

WITNESSETH that the Grantor, in consideration of ONE AND no/100 Dollar and other valuable consideration, paid by the Grantee, does hereby grant and release unto Grantee, his heirs, successors and assigns forever

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amboy, County of Oswego, State of New York, and described as Lot 18 (8.921 acres) on a map entitled "Survey Map of Birmingham Woods Subdivision, Phase II Being Part of Lots 135 and 149, 6th Township of Scriba's Patent, Town of Amboy, Oswego County, New York" by J. D. Plumley Land Surveying, Licensed Land Surveyor of Camden, New York dated August 22, 2002 and filed in the Oswego County Clerk's Office on September 30, 2002 as Instrument No. 2002-014332.

TOGETHER WITH and SUBJECT TO an easement for a right of way along and over the private roads shown on said map to provide ingress and egress to and from said lot and utilities therefor, said easement to be used in common with others, including Christmas & Associates, Inc.

Said lot and all lots in the subdivision described on said survey map shall be subject to the following covenants, easements and restrictions:

(a) There shall be only one single family dwelling on each lot in the subdivision in addition to any pre-existing structure prior to June 2002. Two family and/or multi-family dwellings are prohibited. Lots shall be used only for residential, recreational, agricultural and forestry purposes only.

(b) All buildings, accessory structures, temporary camps and sewage disposal systems shall adhere to the following setbacks:

1. 100' from the boundary of any classified wetland unless otherwise approved by New York State Department of Environmental Conservation.
2. 20' from the side and rear lot lines of each lot.
3. 100' from any stream, brook or intermittent water course unless otherwise

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2. 20' from the side and rear lot lines of each lot.
3. 100' from any stream, brook or intermittent water course unless otherwise approved by New York State Department of Environmental Conservation.
4. 50' from the centerline of town, county, state, or private roads unless otherwise approved by the Grantor.

(c) No mobile homes, basement, tent, shack, garage or other out-building shall at any time be used as a residence. The placement of abandoned buses, cars or junk

vehicles is prohibited on this property. A temporary camp, tent or camper may be used for recreational purposes, but shall not be allowed to remain on any lot for more than six (6) months in any one calendar year.

(d) The outside finish of all buildings must be completed within eighteen months after construction has started. No building paper, insulation board, sheathing or similar non-exterior materials shall be used for the exterior finish of any building. The exterior finish of all buildings shall be composed of colors harmonious with the existing environment.

(e) No offensive activity shall be permitted on any lot nor shall any use or practice be allowed which is a source of annoyance to the residents of the subdivision or which shall interfere with the peaceful possession and proper use of the property.

(f) The burying or dumping of garbage, junk, trash, oil, petroleum or other liquid and/or solid waste on any lot is strictly prohibited.

(g) Christmas & Associates, Inc. hereby grants to each lot owner, and each lot owner grants to all other lot owners, easements for utilities along the access roads adjoining each lot in the subdivision as shown on said survey map. Such utilities to be located as close as practicable to existing roads

(h) Maintenance of the private access roads within the subdivision shall be the sole responsibility of the lot owner(s) which adjoin said private roads. Each lot owner agrees to keep their section of the road free of debris and all other natural and manmade obstructions. Lot owners will maintain their section of the road in a suitable condition for two wheel drive vehicular traffic, except when prevented by weather conditions.

(i) All new utilities must be constructed underground except when conditions such as ledge or wetlands will cause undue economic hardship for the lot owner.

(j) An easement providing ingress and egress to each lot is granted over all existing roads within the subdivision project leading to said lots for all town planning board members, the town codes enforcement officer and other town officials for purposes of monitoring and enforcing said restrictions and/or town zoning regulations.

(k) Christmas & Associates, Inc. and Grantee herein covenant and agree that said lot shall be subject to these covenants, restrictions and easements. These covenants, restrictions and easements shall be included in all deeds and shall bind all lots in the subdivision of property presently owned by Christmas & Associates, Inc. d/b/a Adirondack Catskill Land Co., of which this lot is a part. These covenants, restrictions and easements shall insure to the benefit of the Grantee herein, their heirs, legal representatives, successors and assigns.

(l) These covenants, restrictions and easements may be enforced by the owner(s) of any lot in said subdivision (including Christmas & Associates, Inc.) against any person or persons violating or attempting to violate any provision hereof, either to restrain the violation thereof or to recover damages caused thereby. The failure to enforce any of these covenants, restrictions or easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any of these covenants, restrictions or easements shall not affect any other of these provisions which shall thereafter remain in full force and effect. Any lot owner who violates any of these covenants, restrictions and easements shall be liable for the reasonable attorneys' fees and legal expenses of any other lot owner who is successful in a legal action to enforce such covenant, restriction or easement.

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(m) These covenants, restrictions and easements may also be enforced by the Town Board and/or Town Code Enforcement Officer. The Town shall likewise be entitled to recover the reasonable attorney's fees and legal expenses of enforcement in a successful legal action.

(n) Christmas & Associates, Inc. reserves to itself the right to vary or modify

the aforesaid covenants, restrictions and easements, in cases of hardship or practical difficulty where the basic intent and purpose of said covenants, restrictions and easements would not be violated.

BEING THE SAME PREMISES conveyed to Theodore R. Wallace and Vicki A. Wallace by deed dated October 13, 2015 and recorded in the Oswego County Clerk's Office on October 14, 2015 as Instrument R-2015-009968.

TOGETHER WITH the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, their heirs, successors and assigns forever.

AND the Grantor covenants as follows:

FIRST, That the Grantee shall quietly enjoy the said premises;

SECOND, That the Grantor will forever WARRANT the title to said premises;

THIRD, That, in Compliance with Section 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be duly executed on the date set forth above.

THEODORE R. WALLACE

VICKI A. WALLACE

JOHN WAGNER

JEFFREY MAZZOTA

JULIA L. MAZZOTA

STATE OF NEW YORK)
COUNTY OF ONEIDA) §

On this day of August, 2022, before me, the undersigned, personally appeared THEODORE R. WALLACE & VICKI A. WALLACE, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed this instrument.

Notary Public

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On this day of August, 2022, before me, the undersigned, personally appeared THEODORE R. WALLACE & VICKI A. WALLACE, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed this instrument.

Notary Public