

Apple Blossom Farm Subdivision: Protective Covenants

1. The premises conveyed shall only be used for single family homes or agricultural or non-commercial recreational uses. 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 parcel shall be further subdivided
6. Grantee is responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems
7. 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.
8. Driveways, driveway crossings and culvert sizes along municipal highways shall be approved by the appropriate Highway Superintendent
9. There shall be no change allowed to existing drainage patterns of ditches and culverts along municipal highways without approval from the appropriate Highway Superintendent
10. Grantor reserves, in a deed to each parcel, the right to grant a standard easement of sufficient width for the distribution of utilities.
11. No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.
12. Outdoor lighting should be kept to a minimum and where necessary should be directed toward the ground.
13. 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.
14. 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 provisions 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.