

ORCHARD BROOK PARK
RESTRICTIVE COVENANTS
SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Geneva, county of Ontario, and State of New York, bounded and described as follows:

Being a portion of Orchard Brook Park Subdivision more particularly described as Lot # on a subdivision map entitled "Orchard Brook Park Subdivision, Phase IV", prepared by Boncke Mueller Eldred Associates, P. C. on January , 1998 and filed in the Ontario County Clerk's on , as Map No. .

BEING a portion of the premises conveyed to party of the first part by Deed dated May 19, 1989, and recorded June 22, 1989, in the Ontario County Clerk's Office in Liber 886 of Deeds at page 1033.

Subject to all easements, agreements and rights-of-way of record.

Also subject to the following restrictive covenants, which shall run with the land:

1. No ranch style home shall contain less than 1,300 square feet of habitable floor area, exclusive of basement, attic, breezeway, garage or other out building.
2. No raised ranch or two-story dwelling shall contain less than 1,700 square feet of habitable floor area, exclusive of basement, attic, breezeway, garage or other out building.
3. Said premises are to be used only for single family residential purposes; and migrant labor camps and household trailers and mobile homes shall be prohibited.
4. A garage shall be constructed and maintained in connection with each dwelling house for the storage of vehicles, lawn tools, etc. Such garage may be separate from, attached to, or incorporated in the dwelling house. However, no garage or other out building shall be placed, erected or maintained on any part of said premises except for use in connection with the residence already constructed or under construction at the time such garage or other out building is placed or erected upon the property.
5. Said premises shall not be subdivided.
6. No sign of any character shall be displayed or placed upon any part of the property except for rent or for sale signs referring only to the premises in which displayed and not to exceed 2 square feet in size and one sign to a property.
7. No building or any part thereof including garages and porches shall be erected on said premises closer than 30' to the street line or closer than 12.5' to either side lot line or closer than 25' to the rear lot line (provided, however, that in case of corner lots, the set back from the side street line shall not be less than 20'). Where 1 1/2, 2, or more lots are

acquired as a single building site, side lot line shall refer only to the lot lines bordering the adjoining property owners. Notwithstanding anything to the contrary herein, party of the first part shall have the right to permit reasonable modifications of the set back requirements where in its discretion, strict enforcement of the set back provisions would work a hardship.

8. No boundary wall shall be constructed on said premises with a height of more than 4' and no boundary line or hedge shall be permitted with a height of more than 4'. The heights or elevations of any such walls or hedges shall be measured from the existing elevations of the property at or along the applicable points or lines.
9. No horses or other livestock shall be kept or stabled on said premises. No more than a reasonable number of customary household pets may be kept on said premises, provided, however, that the provisions shall not be deemed to permit the keeping of domestic fowl.
10. Said premises shall not be used in whole or in part for the storage of rubbish of any character whatsoever not for the storage of any property of thing that will cause such lot to appear in an unclean or untidy condition that will be obnoxious to the eye. No substance, thing or material shall be kept upon any lot that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.
11. Notwithstanding anything to the contrary herein, said premises are to be used for residential purposes only, and all construction on said premises shall be in compliance with all applicable zoning and building codes and restrictions.

Party of the first part reserves from the premises hereby conveyed for itself, its legal representatives, successors and assigns, an easement, 10 feet in width immediately adjacent to the _____ line of the premises hereby conveyed, for the purpose of maintaining, repairing and/or replacing drainage, sewer, water, gas, television, telephone and/or utility lines that may be installed at or near the _____ line of the premises hereby conveyed.

Party of the first part reserves from the premises hereby conveyed for itself, its legal representatives, successors and assigns, an easement, 15 feet in width immediately adjacent to the _____ line of the premises hereby conveyed, for the purpose of maintaining, repairing and/or replacing a drainage system.

As part of the consideration of this conveyance by the First Party to the Second Party, and for the benefit of the Second Party, his distributes and assigns, the Party of the First Part does hereby covenant and agree that the parcels of the land described below shall be and hereby are made subject to the same restrictive covenants as set forth in Paragraphs 1 through 11 hereinabove, so that the restrictions applying to Lot herein conveyed shall also apply and bind and shall run with the land of the premises of the First Party described as follows:

All of the lots not yet conveyed by Party of the First Part in the Orchard Brook Park Subdivision, Phase IV, as appearing on a map thereof filed in the Ontario County Clerk's Office on _____, Map No. _____.