

WHEREAS, CHAMPLAIN RESORTS, INC., is the owner in fee simple of a certain piece or parcel of land situate, lying and being in the Town of Altona, Clinton County, New York, and more particularly described in a deed dated the 17th day of June, 1976 and recorded in the Clinton County Clerk's office January 21, 1977 in Volume 585 of Deeds at Page 67.

WHEREAS, CHAMPLAIN RESORTS, INC. desires to restrict the use and enjoyment of all lands owned and designated on a map entitled "Stonewall Acres Recreation Vehicle Park", located in the Town of Altona, dated July 7, 1978 and drawn by R. M. Sutherland, P.C., and to be recorded in the Clinton County Clerk's office. Champlain Resorts, Inc. does hereby declare that all the land designated as Lots 1 through 71 as shown on said map shall be held and conveyed, subject to the following covenants:

1. The property conveyed shall not be subdivided and no building shall be erected, placed or permitted to remain on the same, other than one (1) single-family recreational vehicle. A recreational vehicle for the purposes of this instrument shall be any vehicle primarily designed as temporary living quarters for recreation, camping or travel, either with its own motive of power or mounted on or towed by another powered vehicle; a recreational vehicle shall not include camping trailers, all-terrain vehicles, snowmobiles, off-the-road vehicles, four-wheel drive vehicles, motorized motorcycles, mobile homes, home-made vehicles, converted buses, canvas structures, nor truck campers.

2. Only one (1) storage building per lot is allowed and must conform to the following specifications:

a. Constructed of metal (galvanized steel or aluminum) or wood.

b. Size will not exceed 8 feet in height, by 10 feet wide and 10 feet deep.

c. Color must be avacado green or dark walnut brown (Olympic Stain).

Any storage building placed on a lot prior to September 25, 1977 may remain its original color until such time as the Board of Directors deems then rusted or shabby in appearance. At that time, the building must be painted to the required color specifications as above.

d. Building must be kept neat, clean, free of rust, and in damage-free condition.

e. Building must be located in the rear of the recreational vehicle and at least 10 feet from the boundary lines of the lot.

3. Spot lights attached to trees are not allowed except between December 1 and January 31, Christmas lights will be allowed.

4. No trees with a diameter in excess of 2 inches at the base will be cut within 10 feet of any property lines, except the lines bordered by streets, unless approval is issued in writing by the STONEWALL ACRES HOMEOWNERS ASSOCIATION.

5. Refrigerators or coolers are not allowed to be located outside of the recreational vehicle unless they are located inside of a building.

6. Recreational vehicles will be parked no less than thirty feet from any street and at least ten feet from any property line.

7. Not more than one recreational vehicle shall be permitted on any one lot.

8. Driveways constructed after September 25, 1977 will be of an inline single-width type, located directly in front of the recreational vehicle.

9. Fireplace wood may be stored by individual lot owners providing the wood is stored in a neat and orderly fashion behind the recreational vehicle or lot. It is the intention of Champlain Resorts, Inc. that each site owner keep the lot clean and orderly.

10. Stones will not be removed from any area other than property owned by a lot owner.

11. No wooden additions or porches are allowed to be attached to said recreational vehicles, except enclosed areas are allowed provided that they are constructed of aluminum frame with canvas, vinyl or fiberglass roofs; side walls must only be of canvas, vinyl, or screening. Fiberglass or aluminum sides will be allowed. Fences are not allowed except for shrubbery and stone walls with a maximum height of forty-eight inches. All wooden porches or additions, or fences shall require written approval by the Stonewall Acres Homeowners Association.

12. No outside toilet, outhouse, individual sewage or waste disposal system of a temporary nature shall be permitted on any lot.

13. No clotheslines or washlines of any kind, except for the collapsible type, shall be erected, placed or maintained on any part of said lot.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on said lot; except that dogs, cats and other household pets may be kept, provided that they are not kept or bred or maintained for any commercial purposes.

15. All lots, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the objectionable accumulation of rubbish or debris thereon.

16. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on the shoreline of any pond, brook or street within the Stonewall Acres Recreation Vehicle Park. All recreational vehicles having sewage drains shall have their drains sealed for the duration of their stay on any lot, unless such drains are being serviced by an approved disposal method. Gray water waste shall be disposed of only in an approved disposal method designated throughout the Stonewall Acres Recreational Vehicle Park. Under no circumstances will gray water be allowed to drain onto the ground.

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ATTORNEYS AT LAW
100 CLINTON STREET
BURLINGTON, NEW YORK

17. Garbage and trash receptacles will be located at the rear of the recreational vehicle and are not to be visible from the street. They cannot exceed four feet in height and three feet in diameter. Containers must be equipped with a secure air-tight cover. They must be lined with a plastic bag. All rubbish containers must be emptied if lot is to be unoccupied for a period of more than twenty-four hours. All containers must be either green or brown in color.

18. No noxious or offensive activity shall be carried on upon said lot, nor shall anything be done thereon which may be or shall become an annoyance or nuisance to the neighborhood.

19. No portion of any lot or recreational vehicle shall be used as a rooming house or leased to anyone for income purposes except that the entire premises may be leased to one person or family who may occupy the premises in the same fashion as the owner thereof.

20. No open fires shall be permitted of any kind on any lot, except within the confines of a fieldstone fireplace of approved design. Fireplaces will be constructed only of fieldstone and mortar. The size of said fireplaces will not exceed twenty-four square feet and not more than four feet in height. Said fireplaces must be located a least ten feet from the lot property lines. All fires must be attended by at least one adult at all times and thoroughly extinguished by wetting or burying upon completion of their use.

21. No camping shall be permitted in any easement area, within the setback areas, or in any common areas, streets or service driveways.

22. Television antennas or antennas of any kind shall be attached to the exterior of the recreational vehicle and shall not be attached to any other structure or tree upon said lots.

23. No hunting or shooting of firearms is permitted on any lot within the confines of Stonewall Acres Recreation Vehicle Park.

24. No drilling, digging of wells of any description, quarrying, mining, dredging or excavating of any type or nature shall be done at Stonewall Acres, except those by Champlain Resorts, Inc. or by the Stonewall Acres Homeowners Association.

25. Champlain Resorts, Inc., its successors or assigns, reserves the right to enter upon any vacant or unattended lot for the purposes of improving its general appearance, or to install electric, water or sewage systems, without being classified as a trespasser, or being liable for damage to property.

26. All recreational vehicles which are maintained on any lot must be in good condition, and painted and maintained on the exterior.

27. No lot shall be further subdivided or separated into smaller lots by any lot owner.

28. No machinery or material or equivalent of commercial nature shall be stored or placed upon the premises, except for the purposes of developing the lot. No unregistered motor vehicle or non-operable motor vehicle shall be stored or placed upon the premises.

29. In the event that any of the grantees or their heirs, devisees, executors, administrators or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to their expiration, it shall be lawful for any other person or persons owning any other lot similarly restricted to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, to sue for an injunction or to restrain such violation or to recover damages for such violation.

30. Invalidation of any one of these covenants by any judgment or court order or decree shall in no way affect any other provision which shall remain in full force and effect.

31. The parties of the first part, their heirs or assigns shall not be liable for violation of restrictions herein contained unless they shall be the owner or owners of premises upon which and at the time when the violation occurs.

CHAMPLAIN RESORTS, INC.

NOV 22 P 4: 19

BY:

ALBERT J. BAILEY, JR.

Albert J. Bailey, Jr.
Albert J. Bailey, Jr.
Vice-President

STATE OF NEW YORK
COUNTY OF CLINTON) ss:

On this 17th day of November, 1978, before me, the subscriber personally came ALBERT J. BAILEY, JR., to me personally known, who being by me duly sworn, did depose and say that he is the VICE-PRESIDENT of CHAMPLAIN RESORTS, INC., the corporation described in and which executed the within Declaration of Protective Covenants; that he knows the seal of said corporation; that the seal affixed to said Declaration is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

BOOTH & MCGILL
ATTORNEYS AT LAW
38 CLINTON STREET
PLATTSBURGH, NEW YORK

PLATTSBURGH, CLINTON COUNTY N.Y.
RECORDED NOV 22 1978
4:19 PM in L. No. 599
Books at Page 775

Examined
Elizabeth Conner
Sep.

(Signature)
Notary Public

CAROL C. DEMERSE
Notary Public, State of New York
Qualified in Clinton County
Commission Expires March 30, 1979