

**DECLARATION OF PROTECTIVE COVENANTS & RESTRICTIONS**  
for the  
**MILL CREEK PRESERVE SUBDIVISION**

THIS **DECLARATION OF PROTECTIVE COVENANTS & RESTRICTIONS** is made on the date hereinafter set forth by New York Land & Lakes Development, LLC. of the City of Oneonta, County of Otsego, State of New York hereinafter referred to as Declarant.

**WHEREAS**, Declarant is the owner of certain real property (the Property) in the County of Tompkins, State of New York which is more particularly described as follows:

ALL of the land shown on the survey map entitled Mill Creek Subdivision which map is duly recorded on \_\_\_\_\_, 2019 in the office of the Tompkins County Clerk at map # \_\_\_\_\_; and

**WHEREAS**, it is the intent of Declarant hereby to cause the above described Property to be subjected to this Declaration of Protective Covenants & Restrictions; and

**WHEREAS** it is the intention of Declarant to encourage the use of renewable energy within the subdivision to reduce greenhouse gas emissions; and

**WHEREAS** Declarant wishes to promote the use of the lands within the subdivision for agricultural purposes; and

**WHEREAS** Declarant sets forth these Covenants & Restrictions in order to help ensure that the rural character and natural resources found within the subdivision and the immediate area surrounding the subdivision is suitably maintained for future generations.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following Restrictions, Covenants and Conditions, which are for the purpose of protecting the value and desirability of and which shall run with, such real Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, Declarants heirs, successors and assigns and shall inure to the benefit of each owner thereof.

- 1) The premises conveyed shall only be used for single family (residential) homes, agricultural or non-commercial recreational uses except in home offices shall be allowed. No other commercial or industrial use of the property is allowed .
- 2) Only one principal dwelling and one accessory unit dwelling shall be allowed per parcel. All such dwellings shall comply with the Town of Dryden Zoning Ordinance
- 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 camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed ninety (90) days per calendar year. Such camping trailers or other recreational vehicles must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the ninety (90) day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.
- 6) No parcel shall be further subdivided.
- 7) Residential Solar energy and wind energy systems shall be allowed and encouraged in accordance with the Town of Dryden Zoning Law governing such uses.
- 8) No trees, shrubs or other woody stemmed vegetation may be cut, culled, trimmed, pruned or otherwise removed or disturbed within one hundred (100) feet of the mean high water mark of either Mill Creek or Fall Creek . These setbacks are shown on the map described above and made a part hereof. This covenant shall not be deemed to prevent the removal of dead or diseased vegetation or of rotten or damaged trees or other vegetation that presents a safety or health hazard.
- 9) Grantee is responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.
- 10) No pesticides, herbicides or fertilizers shall be applied within two hundred fifty (250) feet of any water body or wetland.
- 11) No invasive plant species listed as a prohibited species in 6 NYCRR Part 575.3 shall be planted on any lot within the subdivision.
- 12) 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.
- 13) Driveways, driveway crossings and culvert sizes along municipal highways shall be approved by the appropriate County or Town Highway Superintendent
- 14) There shall be no change allowed to existing drainage patterns of ditches and culverts along municipal highways without approval from the appropriate Highway Superintendent
- 15) Grantor herein excepts and reserves the right to grant to utility companies, a standard utility easement not to exceed thirty (30) feet in width along roads and lot lines.
- 16) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.

17) Outdoor lighting should be kept to a minimum and where necessary should be directed toward the ground.

18) 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.

19) 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.

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