

DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
GREENWOOD ESTATES

JAMES P. GREENWOOD ("GREENWOOD"), as owner in fee simple of Subdivision Lots ("Lots") shown on a certain map entitled "Map of a Proposed Subdivision to be known as Greenwood Estates", Town of Moreau, Saratoga County, New York prepared by Darrah Land Surveying, PLLC dated February 10, 2017 and filed in the Saratoga County Clerk's Office on September 18, 2017 as M2017205, and

JAMES P. GREENWOOD desires to restrict the use and enjoyment of said Lots and to impose on said Lots certain Covenants and Restrictions, and does hereby declare that said subject Lots shall be held and shall be conveyed subject to the following Covenants and Restrictions:

RESTRICTIONS ON ALL LOTS:

1. The Lot shall be for private residence purposes only and exclusively. Only one residence shall be erected on each Lot and each residence shall be occupied by not more than one family.
2. Each private residence shall have a garage for vehicular parking and storage of personal property only. If an owner chooses to convert the existing garage to living space, the owner must add garage space for vehicular parking and storage of personal property.
3. All permitted storage sheds shall conform to the architectural style and color scheme of the residence, conform to the municipal code and be constructed behind the back line of the residence.
4. Recreational vehicles and trailers, including but not limited to boats, all-terrain vehicles, motorcycles, snowmobiles, RV or camping trailers/motorhomes, transport trailers or like vehicles shall not be permitted on the Lot unless stored only in the rear of Lot, behind the back building line of the residence. Snowmobiles and all terrain vehicles not contained in an enclosed trailer storage system shall be kept in a garage or shed.
5. No unregistered vehicles shall be permitted on the Lot unless stored in a garage or shed.

6. Temporary or permanent storage of any materials or items, including garden equipment, building materials, automobile parts or animal cages, shall be kept inside the residence or shed.
7. No extensive work on any motor vehicles, boat trailers or other equipment of any kind shall be permitted on any Lot.
8. The Lot shall at all times be kept free and clear of all rubbish, trash, garbage or other waste which shall be kept in tight and secure sanitary containers and out of the view from adjoining landowners and roadway.

EDENS WAYS RESTRICTIONS:

9. All residences must be constructed with a minimum of 1,700 square footage, not including garage space.
10. All residences must be constructed with a garage and paved driveway or superior finish.
11. Pools and fences must comply with local town ordinance and municipal building code.
12. No noxious or offensive activity shall be carried out upon any portion of the Lot, nor shall anything be done thereon that may be a nuisance to anyone.
13. No more than one (1) cord of pre-cut firewood may be stored outside of the residence. Firewood must be neatly stacked, uncovered and stored adjacent to the side or near the rear of the residence.

DURATION OF COVENANTS AND RESTRICTIONS

These Covenants and Restrictions shall run with the land and shall be binding upon each Lot Owner, their successors and/or assigns, and all persons claiming under said Lot Owners, for a period of 25 years from the date the Declaration of Covenants and Restrictions are recorded in the

Saratoga County Clerk's Office. At the expiration of said 25 year period, the Covenants and Restrictions shall automatically be extended for successive periods of 10 years, unless an instrument signed by a majority of the Owners of Lots in Greenwood Estates shall be recorded as to amendments and/or a revocation of said Covenants and Restrictions.

ENFORCEMENT/REMEDIES

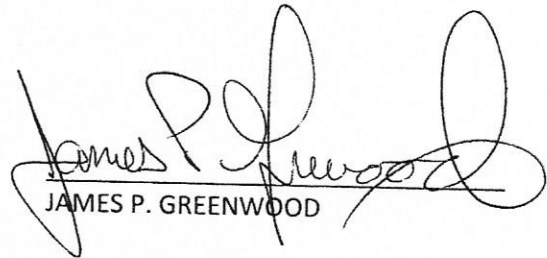
In the event of a Breach or Violation of any of these Covenants and Restrictions by any person claiming by, through or under GREENWOOD, his successors and/or assigns, then GREENWOOD, its successors and/or assigns and/or the Lot Owners, or any of them severally shall have the right to proceed at Law or in Equity to compel the compliance with the terms hereof or to prevent the violation or breach of any of these Covenants and Restrictions.

In the event of successful litigation, the Violator shall, in addition to court costs and disbursements, be required to the party or parties bringing said action, reasonable attorney's fees and disbursements.

In the event that services must be performed to abate, remove or correct said violations, the cost of said services shall become a lien against said Lot and shall carry interest at the rate of 8% per annum, together with the cost of collection, including reasonable attorney's fees and disbursements.

SEVERABILITY

Invalidation of any one of these Covenants and Restrictions by Judgment or Court Order, shall in no way affect any of the other provisions which shall remain in full force and effect.

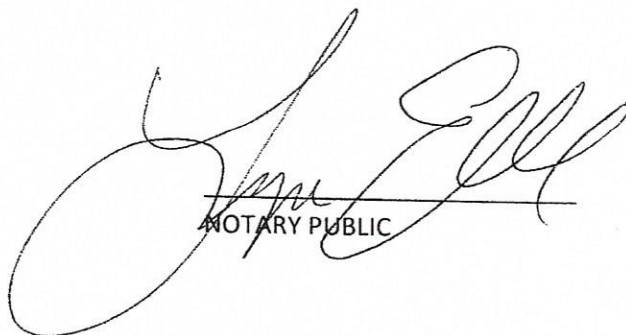


JAMES P. GREENWOOD

STATE OF NEW YORK)

COUNTY OF WARREN)ss.:

On the ^{18th} day of June, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES P. GREENWOOD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

LYNNE E. ACKNER
Notary Public, State of New York
Qualified in Warren County
Reg. No. 02AC5014533
My Commission Expires July 06, -20¹⁹