

**DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

THIS DECLARATION, made the \_\_\_\_ day of June, 2001, by **LAKE COUNTRY DEVELOPMENTS, LLC**, a New York limited liability company with its principal office located at 10 Maryland Road, P.O. Box 3066, Plattsburgh, New York 12901-0298 (hereinafter called "Declarant").

WHEREAS, Declarant is the owner of certain real property in the City of Plattsburgh, Clinton County, New York, more particularly described in Schedule "A" attached hereto and which is known as Lake Country Village and which is being developed by the Declarant as the Lake Country Village Homeowners Association; and

WHEREAS, the Declarant wishes to provide for the preservation of the values and the amenities in this community and for the maintenance of the buildings and the open spaces and desires to subject the real property described in Schedule "A" to the covenants, conditions, easements and restrictions hereinafter set forth, which is and are for the benefit of the Property and each Owner therein; and

WHEREAS, the Declarant has deemed it desirable for the preservation of the values and amenities in this community to create an Association to which should be delegated the power to maintain and administer the Property with the power to enforce the covenants and restrictions and to collect and disburse the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated Lake Country Village Homeowners Association, Inc., under the Not-For-Profit Corporation Law of the State of New York for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described in Schedule "A" shall be held, sold, conveyed and occupied subject to the following covenants, conditions, easements and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

Section 1.        "Association" shall mean and refer to Lake Country Village Homeowners Association, Inc., its successors and assigns.

Section 2.        "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be conveyed to the Association prior to the conveyance of the first unit in this project. The Common Area shall be comprised of all of the Property but excluding the Lots.

Section 3.        "Declarant" shall mean and refer to Lake Country Developments, LLC, its successors and assigns if such successor or assign shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 4.        "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions as it may be from time to time be amended or extended as provided herein.

Section 5. “Lot(s)” shall mean and refer to any plot(s) of land shown upon any recorded subdivision map or resubdivision map of the Property, with the exception of the Common Area. The Lot to be owned by each Owner shall be the area shown on the subdivision map.

Section 6. “Property” shall mean and refer to that certain real property described in Schedule “A”, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. “Owner” shall mean and refer to the record Owner, whether it be one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

## **ARTICLE II**

### **PROPERTY RIGHTS**

Section 1. Owner’s Easement of Enjoyment. Every Owner shall have a right and an easement of enjoyment to the Common Area, including the right of ingress and egress to an Owner’s Lot over the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association, pursuant to its By-Laws, to adopt rules and regulations governing the use of the Common Area and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof.

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Owners approving such transfer. No such dedication or transfer shall be effective unless an instrument signed by 75% of each class of members, and their mortgagees, agreeing to such dedication or transfer has been recorded.

(c) the right of the individual Owners to the exclusive use of the driveway which services their unit and any parking spaces which may be provided for Owners upon the Common Area.

(d) the right of invitees and business visitors of any Owner for ingress and egress over those portions of the Common Area that lie within private roadways.

(e) the right of the Association to designate certain portions of the Common Area as sidewalks for Owners, their invitees and business guests.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, that Owner's right of enjoyment to the Common Area to family members, tenants or contract purchasers who reside on an Owner's Lot.

Section 3. Rights of Association. In accordance with the Certificate of Incorporation and with respect to the Common Area owned by the Association, the Association shall have the right:

(a) to promulgate and enforce reasonable rules and regulations relating to the use, operation, and maintenance of the Association property, and to levy fines for the infraction thereof, in the discretion of the Association; and

(b) to grant easements or rights-of-way, with or without consideration, to any public or private utility, cable television company, governmental agency or political subdivision.

### **ARTICLE III**

#### **EASEMENTS**

Section 1. Easements for Utilities. An Easement is hereby granted to the Association and to all utility companies over and through the Lots for the purpose of maintaining, repairing and replacing gas lines, electric, and cable TV and telephone wires which connect and pass through Units and which connect to boiler rooms and gas meters. Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Property until closing has occurred on the last Lot, in the Property, or the last Lot in the overall Project if Additional Properties are bought within the Association by the Declarant as set forth in Article X hereof. However, any such easement shall be located within the Common Area.

Section 2. Association Easements. An easement is hereby granted to the Association, its officers, agents, and employees, including employees of any management company having a contract with the Association, over all of the Common Area, to perform the duties of maintenance and repair to the Common Area and to the exterior of the buildings, to maintain any utilities for which an easement has been granted and to prevent damage to the Common Area. An easement is hereby reserved to Declarant, its invitees and guests to enter the Common Area during the period of construction and sale of the Property to show the Lots for sale and to maintain the

Common Area and to perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots, including, without limitation, a business office, sales office, storage area, construction yard, signs and model units, provided that this does not unreasonably obstruct access by Owners in the Association.

#### **ARTICLE IV**

##### **MEMBERSHIP AND VOTING RIGHTS**

Section 1.      Membership. Every Owner of a Lot which is subject to this Declaration and to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.      Voting Rights. The Association shall have two classes of voting membership. Class A members shall be all members with the exception of the Declarant, and any other person or entity which acquires title to all or a substantial portion of the Property for the purpose of developing thereon a residential community. Each Class A member shall be entitled to only one vote regardless of the number of Lots owned. When more than one (1) person holds an interest in any one Lot, such persons together shall constitute an organization which shall be one member entitled to cast one vote. The vote for such Lot shall be exercised as the persons who constitute the organization shall among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. Each person who is a part of such organization shall severally be entitled to the other rights and subject to the other

obligations of membership. Class B members shall be the Declarant or its successors or assigns, and the Declarant shall be entitled to one vote for each Lot owned. The Class B membership shall cease and be converted into Class A membership on January 1, 2003, or when all of the Lots within the Association have closed and record title transferred, whichever is earlier, unless this date has been extended because the Declarant has brought within the Association Additional Properties as set forth in Article X hereof. Prior to such date, as it may be extended, Class A members shall not be entitled to vote for membership on the Board of Directors.

## **ARTICLE V**

### **COVENANT FOR ASSESSMENTS**

#### Section 1. Creation of the Lien and Personal Obligation for Assessments.

Each Owner of a Lot by acceptance of a deed for such Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay as of the date of transfer of title to the Owner, annual maintenance assessments or charges, such assessments to be established and collected as hereinafter provided. The annual maintenance assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, although the lien for any unpaid assessments shall remain a lien against the Lot, as set forth in Article V, Section 4 hereof.

Section 2. Rate of Assessment. Maintenance assessments shall be fixed at a uniform rate for all Lots. Once assessments have been established, during the period

the Declarant owns more than forty-nine percent (49%) of the Lots, the maintenance assessment shall not be raised more than fifteen percent (15%) above the prior year's assessment except that an increase may be cumulative to the extent of the unused portion of the previous year or years' increases and the fifteen percent (15%) maximum annual increase.

Section 3. Due Dates for Annual Assessment. The Board of Directors shall fix the amount of the annual assessment against each Lot at least forty-five (45) days in advance of the start of the Association's fiscal year. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless the Board otherwise provides, one-twelfth (1/12th) of the annual maintenance assessment shall be due on the first day of each month. The Association or the Managing Agent shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or the Managing Agent setting forth whether the assessments on a specified Lot have been paid. Each Owner shall pay a prorated share of one-twelfth (1/12) of the monthly assessment at the time of acceptance of the deed.

Section 4. Effect of Nonpayment of Assessment and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall become a lien against that Lot, and shall bear interest from the due date at the legal rate. The Association may bring an action at law against the Declarant or Owner personally obligated to pay the same, or may foreclose the lien against the Lot, and late charges, interest, costs and reasonable attorneys' fees for any such action shall be added to the amount owing. Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such



Owner personally for the collection of each charge, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association the power of sale in connection with such lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at a foreclosure sale and may acquire such interest to hold, lease, mortgage or convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

Section 5.      Subordination of the Lien to Mortgages.      The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

Section 6.      Special Assessments.      Special assessments may be levied by a vote of two-thirds (2/3) of both Class A members and Class B members.

## **ARTICLE VI**

### **COMMON AREA MAINTENANCE**

Section 1. Common Area Maintenance. The Association, as deemed necessary in the exercise of its reasonable judgment, shall keep in good repair and shall maintain the Common Area, the building roofs and building exteriors, and all landscaped areas in good repair, and shall repair and replace the gas pipelines within the interior walls of units.

The Declarant shall maintain, repair and replace all pipes, wires and conduits located in the Common Area for which a utility company or other entity is not responsible. The Association shall also be responsible for proper maintenance of all shrubbery, trees, and other plantings installed by the Association within the Common Area. The Association shall be responsible for maintaining in good repair the walkways, driveways, cul-de-sacs and private roads located within the Common Area.

No plantings or alterations may be made to the Common Area by an individual Owner, including the cutting or pruning of trees or shrubs in such Common Area (even if branches or roots overhang or enter upon an Owner's Lot), except with the express written consent of the Board of Directors of the Association.

Section 2. Repairs and Maintenance Which Are Not the Responsibility of the Association. Any maintenance, repair, or replacement necessary to preserve the appearance and value of the Property but which is occasioned by a negligent or willful act or omission of an Owner (including any family member, tenant, guest or invitee of the Owner) or the Declarant shall be made at the cost and expense of such Owner or the Declarant, as the case may be. If such maintenance, repair, or replacement is performed by the Association, it shall not be regarded as a common expense, but rather shall be considered an expense attributable to the specific Lot and such cost shall be

added to that Owner's assessment and shall constitute a lien on the Lot to secure the payment thereof. Maintenance of the Lot and the interior of the unit, including all plumbing and HVAC mechanicals, shall not be provided by the Association, and shall be the responsibility of the Lot Owner, and shall be performed by each Owner in a prudent manner so as not to cause damage to adjacent units.

## ARTICLE VII

### RENTAL OF UNITS

Section 1.      Renting of Units. Lots in this Association may be rented to an individual or individuals but such rental must be for a minimum period of 30 days. An Owner of a Lot who enters into such a rental agreement shall provide notice thereof to the Association prior to the Tenant taking occupancy. However, an Owner is prohibited from renting his Lot for a period of two (2) years from the date the Owner takes record title to the Lot.

Any tenant of an Owner who conducts himself in such a manner as to be a nuisance to the other Owners in the Association or who does not abide by the rules and regulations of the Association may have their lease with an Owner terminated by the Association upon not less than ten (10) days notice to the Owner and the Owner's tenant.

## ARTICLE VIII

### ALTERATION OF UNITS AND RESTRICTIONS ON THE USE OF UNITS

Section 1.      Alteration to Improvements.      No exterior alteration, addition or modification to the buildings, including windows, exterior doors and garage doors, may be made by an Owner or his successor without first obtaining the prior written approval of the Board of Directors which, in its discretion, may require such reasonable plans and specifications before reviewing any such request for alteration.

Section 2.      Advertising and Signs.      Except for signs erected by or with the permission of the Declarant in connection with the initial development and sale of Lots, no additional sign or other advertising device of any nature shall be placed for display to the public on any Lot or other portion of the Property, except temporary signs placed in building windows advertising the property for sale .

Section 3.      Animals Including Birds and Insects.      No animals of any kind shall be raised, bred or kept in any unit or lot except that dogs and cats (or other domesticated household animals may be kept inside the unit, provided that they are not kept, bred or maintained for commercial purposes. The Board of Directors may set reasonable rules and regulations regarding pets. The Board of Directors of the Association may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, including birds, reptiles and insects and (ii) prohibit certain types of animals, including birds, reptiles or insects entirely. Notwithstanding the above, the Board of Directors of the Association shall have the right to require any Owner (or any tenant of any Owner, or any family member or guest of any Owner or tenant) to dispose of any animal, including birds, reptiles or insects, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal is creating a nuisance because, but not limited to, the Owner does not clean up after the animal,

the animal is too noisy, or the animal is not leashed or properly controlled, or if the animal could pose a threat to the health or safety of the Association members.

Section 4. Plantings, Screening and Fences. Any plantings, fence enclosures, or walls initially developed on a Lot or other portion of the Property shall not be removed, replaced or repainted or altered as to color with other than a similar type of planting, fence, or wall except with the permission of the Board of Directors or the Architectural Committee if one has been appointed. Except for the foregoing, no fence, wall, or planting outside of the foundation of a unit, except for the existing fenced backyard which lies outside of the foundation, of any kind shall be planted, installed, or erected upon a Lot or other portion of the Property unless approved by the Board of Directors or the Architectural Committee if one has been appointed. Notwithstanding the foregoing, no fence, wall, or planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 5. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, wood piles, rubbish, refuse, garbage, trash or other waste material (all of which are referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors. All such trash shall be kept within the Owner's garage or the Owner's Lot. Trash containers may be placed in the open within 24 hours of a scheduled pick-up, at such place designated by the Board of Directors or the Architectural Committee so as to provide access to persons making such pick-up. The Board of Directors or the Architectural Committee may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of

containers permitted and the manner of storage of the same on any portion of the Property.

Section 6.      No Above Surface Utilities Without Approval. Except for electric transformers and connecting terminals, and pylons erected by cablevision or telephone companies, no new facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary, and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the Property without the prior written approval of the Board of Directors or the Architectural Committee.

Section 7.      Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances, shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort, or welfare, (ii) be injurious to property, vegetation, or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulation or other governmental law, ordinance, or code.

Section 8.      Dwelling in Other Than Residential Units. No temporary building, trailer, recreational vehicle, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction, or other temporary structure shall be used,

temporarily or permanently, as a dwelling on any Lot or other portion of the Property except with the consent of the Board of Directors.

Section 9.      Television and Radio Antennas. No outside television or radio antennas, nor any satellite dish or disc, shall be erected on any Lot or other portion of the Property except with the consent of the Board of Directors or the Architectural Committee.

Section 10.      Residential Use Only. Except as provided in Section 11 below, the Property shall be used only for residential purposes and purposes incidental and accessory thereto except that so long as the Declarant holds for sale any Lot on the Property, the Declarant may use one or more Lots or other portions of the Property for model homes and/or a real estate office.

Section 11.      Commercial and Professional Activity on Property. No wholesale or retail business, including any salon, studio, laboratory, home industry, or medical or dental office, shall be conducted in or on any Lot or other portion of the Property, except (i) by the Declarant in conjunction with the initial construction, development, lease and sale of Lots and (ii) the conducting of business by telephone or internet. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

Section 12.     Outside Storage. Outside storage or parking of commercial or recreational vehicles, camper bodies, boats, and trailers shall be prohibited except as may be otherwise permitted by the Association's Board of Directors, (unless prohibited altogether by the applicable zoning requirements).

Section 13.     Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Declarant, no work on any motor vehicles, boats, or machines of any kind shall be permitted outdoors on the Property, except with the consent of the Board of Directors.

Section 14.     Oversized, Commercial, of Unlicensed Vehicles. Unless used in connection with the construction or sale of Lots by the Declarant, or maintenance of the Property, or unless otherwise consented to by the Board of Directors, the following shall not be permitted to remain overnight on the Property:

(a) commercial vehicles of a weight of one and a half (1-1/2) tons or more

(b) unlicensed or inoperative motor vehicles of any type.

Section 15.     Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted on the Property unless authorized by the Board of Directors or the Architectural Committee.

Section 16.     Pools. No inground or above ground pool shall be permitted anywhere on the Property.

## ARTICLE IX

### INSURANCE AND CASUALTY DAMAGE



Section 1      Fire and Casualty Insurance. The Association will obtain and maintain in force and effect a policy of fire and other casualty insurance, in an amount, and with such coverage, as are acceptable to the Association, and with coverage adequate to cover the full replacement cost of any repair or reconstruction work on all the buildings on the Property. An annual evaluation shall be made by the Board of Directors to determine the adequacy of the insurance. Each Owner will be issued a certificate from the master policy which will indicate the amount of coverage on an Owner's unit and will name the Owner and the Association as the insured. The premium for this casualty insurance shall be billed to the Association and the cost thereof shall be included in the annual assessment to the Owners.

In the event of damage or destruction by fire or other casualty insured against to any unit of the Owner, the Association shall receive the proceeds of such insurance, and make such proceeds available to the Owner for repair or replacement of the Owner's unit. The Owner shall, upon receipt of notification of the availability of insurance proceeds, repair or rebuild such damaged or destroyed portions of the exterior of the Owner's unit in a good workmanlike manner substantially the same as the original plans and specifications of said property. If the Owner refuses or fails to repair or rebuild the exterior of the unit within thirty (30) days, the Association may repair or rebuild such exterior, paying for the same from the insurance proceeds, and shall deliver to the Owner any excess insurance proceeds.

If the insurance proceeds are insufficient to complete the repairs, the Owner is required to reimburse the Association for the cost of such repair or reconstruction, and the Association has a lien on the Owner's Lot to secure such

reimbursement. The lien is enforceable in the same manner as the lien for annual assessments.

Section 2.      Liability Insurance. The Association shall obtain and keep in full force and effect a policy of general liability insurance on the Common Area. The premium for this insurance shall be billed to the Association and the cost thereof shall be included in the annual assessment to the Owners.

Each Owner should maintain a policy covering their contents, personal property and for liability for injury occasioned to persons on an Owner's property. The insurance maintained by the Association will not cover an Owner's personal property nor will it insure for an Owner's personal liability.

## ARTICLE X

### ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

Section 1.      Additions to the Property by the Declarant. Declarant, its successors or assigns, shall have the sole and absolute right, without the need for the consent of the members of the Association, for a period of fifteen (15) years following the date this instrument is filed in the Clinton County Clerk's Office, to bring within the scheme of this Declaration additional Properties to be developed substantially similar to the Property contained herein (hereinafter referred to as Additional Properties). However, neither Declarant nor its successors and assigns shall be bound to make such additions. Such additions shall be made by the Declarant filing in the Clinton County Clerk's Office a Supplemental Declaration with respect to the Additional Properties, which shall extend the scheme of this Declaration to such Properties. Such

Supplemental Declaration may contain additions and modifications to the covenants and restrictions contained in this Declaration so long as they are not inconsistent with the scheme of this Declaration.

Section 2.      Additions to the Property by the Association.      Annexation of additional property by other than the Declarant shall require the assent of two-thirds of both classes of members at a meeting duly called for this purpose on the same notice and in the same manner as is required for meetings and voting by the By-Laws.

Section 3.      New Lots from the Common Area.      The Declarant shall have the sole and absolute right to create new and additional Lots from the Common Area for sale to third party purchasers upon receiving any and all municipal approvals that may be necessary to create such New Lots ("New Lots"). In such event, that portion of the Common Area which will comprise the New Lots will be conveyed to the Declarant for no consideration upon request by the Declarant. The Declarant shall pay all of the closing costs in connection with such conveyance.

## ARTICLE XI

### GENERAL PROVISIONS

Section 1.      Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owners of any land subject to this Declaration, their respective heirs, successors and assigns for a period of 30 years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten years each, unless an Instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions, in whole or in part. This Declaration may be amended during the first 30-year period by an Instrument signed by not less than 90 percent of the then Owners of the Lots, and thereafter by an Instrument signed by not less than 75 percent of the then Owners of the Lots. Any amendment must be recorded in the Clinton County Clerk's Office to be effective.

Section 2.      Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3.      Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_ day of \_\_\_\_\_, 2001.

**LAKE COUNTRY DEVELOPMENTS, LLC**

By: \_\_\_\_\_  
**G. BRENT TYNAN, PRESIDENT**

STATE OF NEW YORK)  
COUNTY OF CLINTON) ss:

On this \_\_\_ day of \_\_\_\_\_, in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared **G. BRENT TYNAN**, 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 individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

SCHEDULE "A"

DESCRIPTION