

No. 21

BLUEBERRY LAKE, INC.,  
a domestic corporation  
organized and existing  
under the laws of the  
State of New York, with  
its principal office and  
place of business in the  
Town of Sanford, Broome  
County, New York

DEED

Dated: *Aug. 29<sup>th</sup> 1966*  
Ack. : Aug. 29, 1966  
Rec. : Aug. 30, 1966  
@ 10:00  
Liber: 1109  
Page : ~~307~~ 297  
Cons.: \$1.00 o.g. & v.c.

to

SAMUEL FINKELSTEIN and  
ESTHER N. FINKELSTEIN,  
his wife, both residing  
at 800 Annabelle Street,  
Town of Vestal, Broome  
County, New York, as  
tenants by the entirety

CONVEYS:

THAT TRACT OR PARCEL OF LAND, situate in  
the Town of Sanford, Broome County, New York, and more  
particularly described as follows:

~~Lot No. 16A~~ on a certain map entitled  
"Blueberry Lake, Inc.", Deposit, New York, subdivision Ploy  
plan with sewage disposal and water supply details, prepared  
by Marco Lanzoni, licensed surveyor, and filed in the Broome  
County Clerk's Office as File No. 1743 in Book of Maps 24,  
at Page 608 on the 17th day of June, 1966, together with the  
right to use in common with others for the purpose of ingress  
and egress upon or over the right of way as designated on  
said map.

Together with the right to use a right of  
way 15 feet in width as designated on the aforesaid map from  
the southerly boundary of Lot 46A to the road leading into  
Blueberry Drive, which right shall run with the land.

Said lot herewith conveyed is subject to the  
following restrictions, covenants, easements, and conditions  
which bind said lot herewith conveyed in the hands of any  
and all grantees, their heirs, successors, and assigns forever  
and mutually bind all lots conveyed, subject to the said  
restrictions, covenants, easements, and conditions as follows:

1. The above described lot is herewith  
conveyed with the right and privilege of enjoying the  
use of waters of Blueberry Lake for the purpose of boating,  
bathing, fishing, ice skating and ice boating, provided that  
no boats, canoes or ice boats shall be operated upon said  
lake by mechanical means, provided further that none of the

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foregoing activities shall be engaged in for any commercial purposes whatsoever and provided further that the fishing in said lake be governed by New York State and such rules and regulations as may be prescribed by the party of the first part, its successors and assigns, for the protection and propagation of the fish in said lake and such other rules and regulations as may be prescribed by the party of the first part, its successors and assigns for their general enjoyment of the lake.

2. The party of the first part reserves for itself, its successors and assigns the right and authority to raise and lower the level of the lake for the purpose of fish management, weed control, promotion of the sale of lots, and other special purposes and further reserves for the party of the first part, its successors and assigns, the right to use a mechanically operated boat for water treatment, fish management and other such purposes; however, the party of the first part for its successors and assigns covenants that it will not lower the lake level beyond the depth necessary for swimming and boating.

3. The premises above described shall be used for private residential purposes only, and no building shall be erected thereon except a one single family, private cottage which shall have a minimum of 720 square feet of inside living space. If required, a suitable garage for private use may be erected, said building to be not more than 24 feet in length or 24 feet in width. No such single family private cottage shall thereafter be remodeled for and/or used for a multiple family or business occupancy. No temporary structure or automobile trailer shall be erected or permitted for the purpose of camping or otherwise, except such temporary structures as are necessary during the construction of said private cottage.

4. The plans and specifications of a sewage disposal system and water supply system on the premises shall be in conformity with the specifications and regulations of the Department of Health of the State of New York as indicated on said Map.

5. No building, garage or kitchen shall be erected on any lot unless there is first erected thereon a private cottage and no portion of any building shall be located less than 15 feet from any common right of way or road nor less than 10 feet from any boundary line, or less than 85 feet from contour elevation 40 at the shore of Blueberry Lake as shown on said map.

6. Easements are hereby expressly reserved for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewers, storm drains and land drains, public, quasi-public and public, as well as for any public, private or quasi-public utility or

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function deemed necessary and/or expedient by the party of the first part; for the public health and welfare. Such easements shall be confined to the portion of said lot abutting on the right of way described on the above mentioned map, and such easements shall be confined to within 15 feet from the edge of said highway.

7. The party of the first part hereby reserves the exclusive right to dedicate the rights of way abutting the aforesaid property to public use without the consent of the party of the second part.

8. No solid board fences, nor fences of such solid material as to obstruct the view shall be erected on said premises, except fences 4 feet or less in height can be erected on said premises.

9. No lot of land in the subdivision shall be used as a dumping ground for rubbish, garbage, trash or other waste matter. Trash or other waste matter shall be kept in sanitary containers.

10. No docks shall be constructed beyond 25 feet of the lot line of Blueberry Lake, which is also designated as contour elevation 40 at the shore of Blueberry Lake as shown on said map.

11. It is specifically understood and agreed that no part of the bed of Blueberry Lake to contour elevation 40 as shown on said map is included in this conveyance.

12. The party of the first part may transfer any and all of the rights herein reserved in whole or in part to any association of lot owners if such an association is formed.