



OFFICE OF THE COUNTY CLERK
 LYLE J. MOSER COUNTY CLERK
 7660 NORTH STATE ST, LOWVILLE, NEW YORK 13367

COUNTY CLERK'S RECORDING PAGE

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Cover Page	5.00
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 **** NOTICE: THIS IS NOT A BILL ****

Party1: SHORE OWNERS ASSOCIATION OF
 CHASES LAKE INC
 Party2: SHORE OWNERS ASSOCIATION OF
 CHASES LAKE INC

Record and Return To:

NATIONAL ABSTRACT CORP
 7557 SOUTH STATE STREET
 LOWVILLE NY 13367

Lyle J. Moser
 Lewis County Clerk



DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants is dated September 30, 2022 and is between **THE SHORE OWNERS ASSOCIATION OF CHASE'S LAKE, INC.**, a New York Not-For Profit corporation, with a current physical address of 6364 West Shore Road, Glenfield, NY 13343 ("Association") and a current mailing address of 406 Main Street, Johnson City, NY 13790, and the **parties listed on the attached Schedule "C"**, who shall hereinafter collectively be referred to as the "Landowners".

WHEREAS, the Landowners are the respective owners of the vacant premises in the Town of Watson, Lewis County and State of New York as set forth on Schedule "C", which premises shall hereinafter collectively be referred to as the "Landowners' Vacant Premises"; and

WHEREAS, the Landowners' Vacant Premises are located on the north side of North Shore Road, a private road, which runs along the north end of Chase's Lake in the Town of Watson, County of Lewis, State of New York; and

WHEREAS, the Association owns said Chase's Lake, North Shore Road, and other roads around and leading to Chase's Lake; and

WHEREAS, the Association is comprised of members who primarily own lands that surround Chase's Lake ("Shore Line Lands"); and

WHEREAS, the Association became the owner of Chase's Lake and said roads by virtue of a certain deed from William D. Hough dated January 7, 1965 and

recorded January 29, 1965 in the Lewis County Clerk's Office Book 284 of Deeds at Page 18; and

WHEREAS, the Association's Certificate of Incorporation sets forth its purposes, which includes, among others: ".....to protect and preserve the natural woodland character of Chase's Lake and the surrounding area; to maintain and enforce suitable rules and regulations and restrictions on the use of the water of Chase's Lake and the surrounding land....."; and

WHEREAS, current land use restrictions for lands surrounding the Lake include: (a) Land and Lake Restrictions, first filed on October 17, 1933 in the Lewis County Clerk's Office in Book 4 of Maps at Page 16, but most recently amended by Instrument Number 2022-005926 recorded on August 22, 2022 in the Lewis County Clerk's Office, and (b) Forest Lands Restriction, as referenced in various deeds recorded in the Lewis County Clerk's Office; and

WHEREAS, the Land and Lake Restrictions encumber and protect Shore Line Lands owned by members of the Association; and

WHEREAS, the Forest Lands Restriction encumbers and protects mostly non-shore line lands around Chase's Lake, lands which are owned by members of the Association and which are primarily located on East Shore Road; and

WHEREAS, the Association, in furtherance of its corporate purpose to protect and preserve the interests of its members in the character of the lands around Chase's Lake, hereby desires to extend the same Forest Lands Restriction currently

encumbering certain lands on East Shore Road to certain lands on North Shore Road; and

WHEREAS, the Association's Board of Directors has duly authorized the President of the Board to execute and deliver this Declaration of Restrictive Covenants; and

WHEREAS, the Landowners desire to protect and preserve the character of the Landowners' Vacant Premises in accordance with the Forest Lands Restriction as hereinafter set forth.

NOW THEREFORE, in consideration of the above premises, the parties hereto hereby agree that the Landowners' Vacant Premises (referred to as the "Property" on the attached Schedule "A") shall hereinafter be subject to the restrictive covenant "Forest Lands Restriction" as set forth on the attached Schedule "A".

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants has been duly executed by the parties.

(SIGNATURES FOLLOW ON NEXT PAGES)

Robert F. Yousey, Jr.

Robert F. Yousey, Jr., as Trustee of the
Robert F. Yousey, Jr. Family Trust under
Declaration of Trust dated December 9, 2004

Sharon M. Yousey

Sharon M. Yousey, as Trustee of the
Sharon M. Yousey Family Trust under
Declaration of Trust dated December 9, 2004

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Worcester) ss.:
)

On this 14th day of September in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared ROBERT F. YOUSEY, JR. and SHARON M. YOUSEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name was subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Tammy J. Behringer
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
August 25, 2028

[Signature]
Notary Public

Schedule "A"

Forest Lands Restriction

1. The Property's use is restricted as Forest Lands and as incidental to the ownership of any abutting premises or the ownership of any premises abutting the Chase's Lake shore. The Property shall forever remain as forest land without any camp, permanent trailers, or other structures, other than may be incidental to the ownership and use of abutting premises or to the ownership and use of premises abutting the Chase's Lake shore.
2. This Forest Lands Restriction is for the sole benefit of The Shore Owners Association of Chase's Lake, Inc. Only the Association may enforce, modify, or release the Restriction, together with the then current owner of the Property. In the event of a violation of the Restriction, the Association's failure to enforce the Restriction shall not be deemed a waiver of its right to do so for a future violation.
3. The Forest Lands Restriction shall run with the land. It is binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.
4. A description of uses that are incidental to forest lands is attached as Schedule "B".

Schedule "B"

As applied to the Forest Land Restriction, "incidental use" is when the Property is used in a way that is dependent on, subordinate to, and merely supportive of, other land with a dwelling or camp. In the context of the Forest Land Restriction, an incidental use is one that keeps the land forested to the fullest extent possible, yet may reasonably support an existing dwelling or camp on other land.

The following examples of "incidental use" are provided as general guidelines and for illustration purposes only. They may or may not be acceptable incidental uses in all situations: driveway, wood pile, water well, septic/leach field, woodshed, storage shed, gazebo, tree house, doghouse, small garden plot, recreational areas like a pool, small basketball court, area for volleyball, badminton, horseshoes, trampoline, swing set, and a one or two car garage, or small stable.

Any of the above examples could reach a size or number where they are unacceptable, especially if they became visible to passersby when more trees and vegetation were cleared. Thus, unacceptable uses include erecting "too many" of the acceptable uses, or a version of them that is "too large", and which thereby becomes too visible when more forest is cut down. Examples are a playground size wooden play set, a garage which is oversized for normal residential use, or a large stable where horses could be boarded for a fee. A commercial building, dwelling, camp, and permanent trailer would also be prohibited on the Property, as they are not incidental to an existing dwelling or camp on other land.

Schedule "C"

1. Landowner and Landowner's Vacant Premises

ROBERT F, YOUSEY, JR., as Trustee of the Robert F. Yousey, Jr. Family Trust under Declaration of Trust dated December 9, 2004, 131 Holman Street, Lunenburg, MA 01462

SHARON M. YOUSEY, as Trustee of the Sharon M. Yousey, Jr. Family Trust under Declaration of Trust dated December 9, 2004, 131 Holman Street, Lunenburg, MA 01462

Being Parcel 2 (1.32 +/- acres) in a Deed from Robert F. Yousey, Jr. and Sharon M. Yousey

Dated: September 5, 2019

Recorded: November 14, 2019 in the Lewis County Clerk's Office

Instrument # 2019-005778

Currently identified as Town of Watson Tax Map # 231.02-02-13.712

2. Landowner and Landowner's Vacant Premises

DAVID SLIFKA, 41 Butts Street, Newton, MA 02464

KAREN SLIFKA, 41 Butts Street, Newton, MA 02464

Being the premises described in a Deed from Kenneth E. Years, Jr. and Marcia DeCamp

Dated: December 28, 2021

Recorded: January 24, 2022 in the Lewis County Clerk's Office

Instrument # 2022-000453

Currently identified as Town of Watson Tax Map # 231.02-02-10.000

3. Landowner and Landowner Vacant Premises

JANE F. BATEMAN, as Trustee of the Jane F. Bateman Living Trust dated May 15, 1995,
1639 Lake Forest Drive SW, Ocean Isle Beach, NC 28469

Being Parcel 2 (3 +/- acres) described in a Deed from Mary Bateman-Ferry and Jane F. Bateman,
as Successor Co-Trustees of the Walter D. Bateman Living Trust dated May 15, 1995 and Jane
F. Bateman, as Trustee of the Jane F. Bateman Living Trust dated May 15, 1995.

Dated: August 27, 2021

Recorded: September 23, 2021 in the Lewis County Clerk's Office

Instrument # 2021-05551

Currently identified as Town of Watson Tax Map # 231.02-02-09.000