

COVENANTS AND RESTRICTIONS

The following restrictions apply to all properties in AuSable Acres. Quoting from an original deed:

“This conveyance is made subject to the following covenants and restrictions which shall be perpetual and shall be deemed to run with the land:

1. No individual tract herein referred to shall be subdivided and no building except a private camp or cottage for one family non-commercial use, together with garage and/or breezeway and out-buildings shall be built or constructed upon each individual tract. No commercial use of the property shall be made* except that property or buildings may be rented to private families for private use.
2. Before commencement of construction of any cottage, camp, fence, or other structure, plans therefore in writing are to be submitted to the Grantor** for approval as to size, materials to be used, architectural design, which approval shall not be unreasonably withheld. Following approval of plans by Grantor, any building for which construction shall thereafter be commenced, shall be fully completed within a period of one year. Nothing herein contained shall be construed as affecting any other agreement on the part of the Grantee(s) to build within a specified time. It is understood that the Grantor shall have wide discretion in the approval of plans so as to avoid construction of undesirable building detracting from the values of adjoining areas.
3. No building is to be moved onto tract or tracts from another location without written approval from the Grantor and an opportunity to inspect and approve of said structure and the right to require a plan to be submitted in accordance with subparagraph (2) next preceding.
4. No building shall be constructed closer than fifty (50) feet measured to the center line of the road passing in front of said building or closer than twenty-five (25) feet to the side and rear lines of said tract (s).
5. No house trailer shall be permitted to be stored or used upon the demised premises.
6. No husbandry of either animals or fowls shall be conducted or maintained upon the property, provided however that house pets shall be excluded from this restriction.
7. No fence or hedge shall be erected or maintained on the property herein conveyed which shall unreasonably restrict or block the view from an adjoining lot or which shall impair the continuity of the general landscaping plan of the area.
8. No tract shall be used as a dumping ground, junk yard, auto graveyard, or for the collection of debris or equipment of any kind.”

* Commercial use includes logging for profit or lumber. A violation of this restriction has recently resulted in a substantial out-of-court settlement.

** The AuSable Acres Property Owners Association, Inc. (P.O. Box 8, AuSable Forks, NY 12912) is empowered by court order to enforce these eight covenants.