

AuSable Acres Property Owners Association, Inc.

PO. BOX 8, AU SABLE FORKS, NY 12912

MAY 3, 2002

EARTHQUAKES AND OTHER TRIBULATIONS

At 6:51 in the morning of Saturday, April 20, 2002, residents of AuSable Acres and for many miles around were jolted awake, if not right out of bed, by a magnitude 5.1 earthquake, centered only five miles or so NE of Au Sable Forks. The event was well reported in national media, including details specific to Jay and Au Sable Forks. Some masonry was cracked in all the churches in Au Sable Forks and Jay, which were closed for a day or two until engineers could inspect them and pronounce them safe. A few buildings are still cordoned off. A hundred-foot section of NY route 9N between Clintonville and Keeseville collapsed, but Mother Nature thoughtfully left one lane passable. A Forever Wild Water Company main on Alder Street cracked and required repair. (As usual, Urgil Douglas and Forbes Excavation responded quite promptly.) Many Jay residents have reported foundation cracks and dishes or other breakables dislodged from shelves and broken -- including much of the stock of the Au Sable Forks liquor store. (One could speculate further about the hand of God, except that the art of making wine and spirits owes much to men of the cloth, at least in the Western world.) From the insurance industry's point of view, this was an act of God -- not covered.

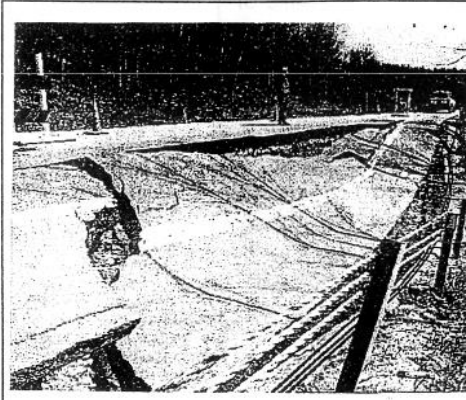
Besides the earthquake, Nature has provided other annoyances during April: first temperatures near 90 F for a couple days, then down to 20F and several inches of snow. There are still a few patches of snow around at the time of this writing, May 1, and more is threatened. The hot spell brought out many buds on flowering shrubs, which may or may not have survived the following freeze.

VICTORY !!

On January 20, 2002, Judge Sheridan, Acting Supreme Court Justice issued a judgment and order in favor of the AAPOA in the long lasting case of AAPOA, et al. Vs Cornick. The order states that

" 1) The Plaintiffs collectively or singularly are proper parties to bring and enforce the restrictive covenants in the chain of title,

2) That the unfinished foundation on Defendant's lot violates the building restrictions in covenant number "1",



3) That the failure to complete construction violates the building restrictions in covenant number "2",

4) That the Defendant is directed to, within six months of the date of entry and service of this order: Complete construction or demolish, grade and fill the foundation.

5) Plaintiffs may submit a bill of costs to the Clerk in accordance with applicable provisions of the CPLR."

We view number (1) to be the most important of these orders. Though the

Association has long believed that it had the right and the duty to enforce the Covenants and Restrictions, some parties besides Cornick have challenged our claim. It's very important to finally have the court's affirmation of the Association's authority. The fulfillment of items 4 and 5 is problematic. The Defendant has a history of ignoring court orders. Further action may be necessary to persuade the court to apply penalties. The Association is deeply indebted to our legal advisor and fellow resident, John McAleve, for his skill and persistence in doggedly pursuing this case to a successful conclusion -- and without fee.

AUCTION

Essex County is holding an auction of properties on which they have foreclosed (for non-payment of real estate taxes.) Included are six lots in AuSable Acres. One is on Cross St.; the other five are in Section I on Ash, Spruce, Elmwood, and Fernwood. The auction will be held at 11:00 AM, May 21, 2002, at the Olympic Arena, 218 Main St., Lake Placid, NY. The auctioneer is Haroff Auction and Realty, Inc. (800-292-SOLD)

LOGGING

The essence of the beauty, tranquillity, and appeal of AuSable Acres is the forest in which our homes are nestled. When too much of the woods is destroyed, especially the handsome, soaring white pines, that have taken nearly a century or more to grow, then much of that wonderful atmosphere is lost. AuSable Acres is NOT suburbia. In fact, it was to escape the city or its suburbs that motivated most of its property owners to buy in AuSable Acres. If one is seeking a suburban setting, then the Acres is an inappropriate choice for a home.

Lately, there has been an onslaught of logging in the Acres. In one case, Forever Wild ordered the logging, supposedly under the erroneous impression that the lot belonged to them. (Even if it had, this would have been a blatant commercial use and therefore a violation of the covenants.) In another case, the lot owner cleared his lot in order to obtain enough timber (which is being milled on the site) to build his planned home. In two other cases, the home owners involved were seeking more air, sunlight, or lawn for the better health of roof, siding, and pleasure of their child. (Prompt replanting and landscaping has been promised in one of these cases.) Certainly, selective cutting to protect one's home is necessary. Some lawn is not a problem. However, in all cases of cutting down trees, the property owner should have respect for his neighbors, should consult them about his plans, and leave a generous fringe of trees near all property lines, especially

in front. Also, all property owners are reminded that the first paragraph of the covenants and restrictions that apply to all deeds, forbids any commercial use of the property. Converting timber to cash, to lumber to be sold or used on site or elsewhere, or in barter for the services of the logger may be considered a COMMERCIAL USE. Such logging invites a suit by the Association and neighbors. One such case has already been filed.

JULY MEETING

This newsletter will serve as notice of the annual, midsummer (nominally July 4th) picnic and meeting of the Association. Both will be held on Saturday, July 6, 2002; the meeting will convene at 11:00 AM in the municipal building in AuSable Forks; the picnic will commence at 2:00 PM at the lake. Rain date for the picnic is Sunday.

JCI/ssi

COVENANTS AND RESTRICTIONS

To refresh your memory, the Covenants and Restrictions of our deeds are reproduced below. These covenants were explicit in all original deeds issued by AuSable Acres, Inc.. They may not always have been copied into later deeds, but they still apply. Any title search will reveal them.

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 therefor 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 buildings detracting from the value of adjoining areas.

3. No building 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.