



Dutchess County Clerk Recording Page

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Date Recorded: 9/29/2015

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STENGER, ROBERTS, DAVIS & DIAMOND LLP
1136 ROUTE 9

Document #: 02 2015 6188

WAPPINGERS FALLS, NY 12590

Received From: O'DONNELL & SONS INC

Grantor: O'DONNELL & SONS INC

Grantee: O'DONNELL & SONS INC

Recorded In: Deed

Tax District: Beekman

Instrument Type: DECLAR

Examined and Charged As Follows :

Recording Charge: \$210.00

Number of Pages: 34

Transfer Tax Amount:

Includes Mansion Tax:

Transfer Tax Number:

*** Do Not Detach This Page

*** This is Not A Bill

Red Hook Transfer Tax:

RP5217: N

TP-584: N

County Clerk By: cha

Receipt #: 106422

Batch Record: 2020

Bradford Kendall
County Clerk



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210

DECLARATION
of
Covenants, Conditions and Restrictions:
Stone Ridge Estates Homeowners' Association

DECLARANT: O'DONNELL & SONS, INC.
P.O. Box 526
218 Van Wyck Lake Road
Fishkill, NY 12524

DATED: 9/29/15

RECORDED: 9/29/15

~~McCABE & MACK LLP~~
~~Attorney for the Declarant~~
~~63 Washington Street~~
~~P.O. Box 509~~
~~Poughkeepsie, NY 12602~~

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Stenger Robert Davis and Dimond
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DECLARATION OF COVENANTS
CONDITIONS, AND
RESTRICTIONS

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**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION, made this 29 day of September 2015 by O'Donnell & Sons, Inc., a New York limited liability company, which has offices at 218 Van Wyck Lake Road, Fishkill, New York 12524 being hereinafter referred to as "the Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the Town of Beekman, County of Dutchess and State of New York, more particularly described in Article II of this Declaration being known as the Stone Ridge Subdivision as shown on a Subdivision map ("Subdivision Map") recorded in the Dutchess County Clerk's Office known as Map No. 12468; and

WHEREAS, the Declarant desires to develop said property as a residential community with open spaces and other common facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities on the Property and for the maintenance of said open spaces and other common facilities, and, to this end, desires to subject the real property described above to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Declarant desires that certain portions of said real property be subdivided into lots upon which are or will be constructed residential dwelling units, which lots and units will be individually owned and the Declarant desires that such open spaces and other common facilities shall remain available for the benefit of all members of the community, and through certain easements heretofore granted to the Town of Beekman, so the parties benefitted thereby; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an Association to which should be delegated the duties, and assigned the powers of maintaining and administering the community property and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated the Stone Ridge Estates HOA, Inc. under the Not-for-Profit Corporation Law of the State of New York for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the Declarant and for itself, its successors and assigns, declares the real property described in Section 2.01 hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following words, phrases or terms when used in this Declaration or in any Supplemental Declaration shall, unless the context otherwise prohibits, have the following meanings:

- A. "ASSOCIATION" shall mean and refer to the STONE RIDGE ESTATES HOA, INC.
- B. "ASSOCIATION PROPERTY" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned by or in possession of the Association.
- C. "DECLARANT" shall mean and refer to O'DONNELL & SONS, INC., its successors or assigns if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.
- D. "DECLARATION" shall mean and refer to this document as it may from time to time be supplemented, extended or amended in the manner provided for herein.
- E. "LOT" shall mean and refer to any portion of the property (with the exception of Association Property as heretofore defined) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the Town of Beekman or (ii) shown as a separate lot upon any recorded or filed subdivision map.
- F. "MEMBER" shall mean and refer to each holder of a membership interest in the Association, as such interests are set forth in Article III.
- G. "OWNER" shall mean and refer to the holder of record title, whether one (1) or more persons or entities, of the fee interest in any Lot, whether or not such holder actually resides on such Lot, but shall exclude the Declarant.

- H. "PROPERTY" shall mean and refer to all properties as are subject to this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Beekman, County of Dutchess and State of New York, and is more particularly described in Schedule A attached hereto and incorporated by reference herein, all of which property shall be hereinafter referred to as "Property".

ARTICLE III

THE ASSOCIATION STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS

Section 3.01. Formation of the Association. Pursuant to the Not-for-Profit Corporation Law of New York, the Declarant has formed the Association, to own, operate, and maintain the Association Property, enforce the covenants, conditions and restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Certificate of Incorporation and By-Laws of the Association, and as they may be amended from time to time. Subject to the additional limitations provided in this Declaration, the Certificate of Incorporation and the By-Laws, the Association shall have all the powers and be subject to the limitations of a Not-for-Profit Corporation as contained in the Not-for-Profit Corporation Law of New York as it may be amended from time to time.

Section 3.02. Membership. The Association shall have as Members only Owners and the Declarant. All Owners, upon becoming such, shall be deemed automatically to have become Members and there shall be no other qualification for Membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any of the interests described in the definitions of the words "Owner" and "Declarant" as found in Article I of this Declaration

Section 3.03. Voting. There shall be two (2) classes of Membership. All Owners, with the exception of the Declarant, shall be Class A Members. The Declarant shall be a Class B Member. Until all Lots owned by Declarant, including Lots which may be incorporated by amendment hereto, are transferred, or until 10 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, if the Declarant still owns one or more lots, the Declarant's Class B Membership shall be converted into a Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote, regardless of the number of Lots owned.

Section 3.04. Interest in More Than One Lot. If any person or entity owns or holds more than one (1) Lot, such Member shall be entitled to not more than one (1) vote.

Section 3.05. Lots Owned or Held by More Than One Person or by Corporation. When any Lot is owned or held by more than one (1) person as tenant by the entirety, in joint or common ownership or interest such Owners shall collectively be entitled to only that number of votes prescribed herein for such Lot and if such Owners cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot.

In the case of a corporate Owner, votes may be cast by an appropriate officer of such corporation.

Section 3.06. Holder of Security Interest Not a Member. Any person or entity, which holds an interest in a Lot only as security for the performance of an obligation shall not be a Member.

Section 3.07. Assigning Right to Vote. The Declarant may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership, may take successive like assignments.

Any other Owner shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, provided that such assignment is made pursuant to the By-Laws of the Association. The By-Laws may require that the assignment specify the meeting or issue to which the assignment applies.

Section 3.08. Meeting and Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of this Declaration, the Certificate of Incorporation and By-Laws of the Association and the Not-for-Profit Corporation Law of New York as it may deem advisable for any meeting of its Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.09. Selection of Directors. The nomination and election of Directors and the filling of vacancies on the Board of Directors shall be governed by the By-Laws of the Association.

Section 3.10. Powers and Duties of Directors. The powers and duties of the

Board of Directors shall be as set forth in the By-Laws of the Association.

Section 3.11. Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by or imposed upon such director or officer in connection with any proceeding to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer of the Association, or any settlement thereof, whether or not such person is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and shall not be exclusive of, all rights to which each director or officer may otherwise be entitled.

Section 3.12. Declarant's Written Consent Necessary for Certain Actions Taken by Board of Directors. Notwithstanding anything to the contrary contained in this Declaration, until the Declarant, or its designee, no longer owns a Lot then subject to this Declaration, the Board of Directors may not, without the Declarant's written consent, which consent will not be unreasonably withheld, (i) make any addition, alteration, or improvement to the Property of the Association costing more than 20% of the then current annual budget, (ii) assess any amount for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to 150% of the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the Association bears to the total amount of such initial budget of estimated expenses, or (iii) hire any employee in addition to the employees, if any, provided for in the initial budget or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first closing of title to a Lot, or (v) reduce the quantity or quality of services or maintenance of the Association Property.

Section 3.13. Declarant at its option, prior to the tenth (10th) anniversary of the transfer of the first Lot to an Owner, or prior to such time as title to all 18 Lots has been conveyed, shall have the right to appoint a transition board of directors ("Transition Board") including Declarant and up to five (5) Owners to oversee the transition of the maintenance of the Common Areas from the Declarant to the Association. Such Transition Board shall be subject to the By-Laws of the Association.

Until the Declarant, or its designee, no longer owns a Lot then subject to this Declaration, this Section of the Declaration or any other section of the Declaration shall not be amended without the prior written consent of the Declarant

ARTICLE IV
PROPERTY RIGHTS AND EASEMENTS

Section 4.01. Dedication of Association Property. The Declarant intends to convey to the Association, subsequent to the recordation of this Declaration, and subject to the provisions of this Declaration, certain tracts of land within the Property for the use and enjoyment of the Members, as shown on the Subdivision Map which land shall hereinafter be referred to as "Association Property". The Association shall accept any such conveyance made by the Declarant provided such conveyance is made without consideration.

Section 4.02. Right and Easement of Enjoyment in Association Property. Every Member (and such Member's guests, licensees, tenants and invitees) shall have a right and easement of enjoyment in and to all Association Property, subject, however, to the rights of the Association, the Declarant, the Town of Beekman of the public, pursuant to certain Easements recorded prior hereto, and/or hereafter. Such easements shall be appurtenant to, and shall pass with, the interests of an Owner. Such easements shall also be subject to any and all applicable governmental regulations.

Section 4.03. Rights of Association. With respect to the Association Property, and/or Property, and in accordance with the Certificate of Incorporation and By-Laws of the Association, the Association shall have the right, in each instance subject to the requirements and terms of the Subdivision Map and easements and agreements of record, to promulgate rules and regulations relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof or to enhance the preservation of the facilities or which, in the discretion of the Association, shall serve to promote the best interests of the Members.

Section 4.04. Rights of Declarant. With respect to Association Property, the Declarant shall have the right until the improvement, marketing and sale of all Lots is completed:

- (a) to grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes and conduits, including, but not limited to, water, gas, electric, telephone, cable television and sewer to service the Property;
- (b) to connect with and make use of utility lines, wires, pipes, conduits and related facilities located on the Association Property for the benefit of the Property;
- (c) to use the Association Property for ingress and egress to those portions of the Property (as described in Section 2.01 of this Declaration);

- (d) to operate a sales center and to have prospective purchasers and others visit such sales center;
- (e) to grant to itself or to others such other easements and rights of way as may be reasonably needed for the orderly development of the Property.

All easements, rights-of-way and other rights granted by the Declarant pursuant to (a), (b), (c) and (e) above may be permanent, run with the land and be binding upon and for the benefit of the Association and the Declarant and their respective successors and assigns. The rights granted to the Declarant pursuant to (d) above shall remain in effect until the Declarant completes the improvement, marketing and sale of all Lots or the Declarant records a written memorandum releasing its rights hereunder.

Section 4.05. Intentionally Deleted

Section 4.06. Intentionally Deleted

Section 4.07. Intentionally Deleted

Section 4.08. Maintenance of Association Facilities. In order to preserve and enhance the property values and amenities of the Property, the Association shall at all times maintain the facilities in good repair and condition, as set forth in this Declaration.

Section 4.09. Right of Association to Contract Duties and Functions. The Association may contract with any person, corporation, firm, trust company, bank, or other entity for the performance of its various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management agreements with other associations, both within and without the Property.

Section 4.10. Environmental Considerations. In carrying out its responsibilities in enforcing the provisions of this Declaration, and in particular the provisions of Articles IX and X herein, the Association and the Architectural Committee shall consider the environmental impact of any existing or proposed activities on the Property or any portion thereof and, in its discretion, may establish standards or guidelines aimed at reducing or eliminating any adverse environmental impact of such activities or take affirmative action to improve the quality of the environment

Section 4.11. Common Access Easement. The Declarant and all Owners and their guests, licensees and invitees shall have an easement for ingress and egress in common with one another over all Trail, walkways and drives located on the Association Property and the Association shall have an access easement to each Lot for the maintenance, repair and replacement of any property or facilities, the maintenance of which is the responsibility of the Association. All roads within the Stone Ridge Estates

Subdivision will be dedicated to the Town of Beekman.

Section 4.12. Distribution of Condemnation Awards. In the event all or part of the Association Property is taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Association. The Board of Directors of the Association shall arrange for the repair and restoration of the Association Property not so taken and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If there shall be a surplus of such proceeds, or if the Board of Directors shall elect not to repair or restore the remaining Association Property, then the proceeds shall be distributed in the same manner as insurance proceeds, in accordance with Article IX of this Declaration.

The Board of Directors shall promptly send written notice of any pending condemnation or eminent domain proceeding to all institutional first mortgagees of Lots whose names appear on the books or records of the Association.

In the event of any dispute with respect to the allocation of the award, the matter shall be submitted to arbitration in accordance with the arbitration statutes of New York, through the American Arbitration Association.

ARTICLE V

ASSESSMENTS

Section 5.01. Imposition. Personal Obligations, Lien. Each Lot Owner, excluding the Declarant, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges for the maintenance and operation of Association Property ("Maintenance Assessments"); (b) special assessments for capital improvements or for repairs which may become necessary as a result of a casualty loss caused by nature, not otherwise covered by insurance and creating a budget deficit for the fiscal year ("Special Assessments"); hereinafter collectively referred to as "Assessments".

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Each Assessment (or installment payment thereof) together with such interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot against which the Assessment is made and also shall be the personal obligation of the Owner of such Lot at the time the assessment falls due.

At such time as each Owner takes title to a Lot, such Owner shall deposit with the Declarant Three Hundred dollars (\$300.00) which shall be deposited in a Reserve Fund.

Section 5.02. Purpose of Maintenance Assessment. The purpose of the Maintenance Assessment shall be to fund the maintenance, preservation, operation and improvement of the Association Property and the promotion of the recreation, safety and welfare of the Members of the Association, including but not limited to, the payment of taxes on

Association Property, any utility services to the Property which are commonly metered or billed, all casualty and liability insurance covering the Association's Property obtained pursuant to Article IX of this Declaration, for the maintenance, repair and replacement of all common facilities.

Section 5.03. Date of Commencement and Notice of Assessments. The Assessments provided for herein shall commence on the day on which the first Lot is conveyed or on such other date as determined by the Declarant. The first Assessments shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Directors and such Assessments shall thereafter be on a full year basis; The Board of Directors of the Association shall fix the amount of the Assessment against each Lot at least 30 days in advance of each annual assessment period. The Assessments shall be due and payable monthly unless the Board of Directors establishes other periods for payment. Separate due dates may be established by the Board of Directors for partial annual Assessments as long as said Assessments are established at least 30 days before they are due. Written notice of the annual Assessments shall be sent to every Owner subject thereto.

Section 5.04. Assessments for Specific Lots. Once Assessments have commenced pursuant to Section 5.03 above, the Owner of each Lot subject to this Declaration, excluding the Declarant, shall be liable for the payment of full Maintenance Assessments, and Special Assessments, if any. (For so long as Declarant owns a Lot then subject to the Declaration, the Maintenance Assessment for Lots owned by someone other than Declarant shall not be less than the amount set forth in the CPS-7 on file with the NYS Attorney General's Office, without the prior written consent of the Declarant). The Maintenance Assessment on the Lots owned by the Declarant shall be an amount calculated in accordance with the following: The Declarant shall be obligated for the difference between the actual Association expenses, exclusive of reserves applicable to completed improvements, and the Association charges levied on Owners who have closed title to their Lots. For those Lots owned by Declarant upon which a home has been completed, the Declarant shall pay for reserves from and after the issuance of a Certificate of Occupancy. In no event, however, will the Declarant be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on each unsold Lot. This Section may not be amended without the prior written consent of the Declarant.

Section 5.05. Basis for Maintenance Assessment. The annual Maintenance Assessment chargeable to each Lot transferred to a third party purchaser for which Assessments have commenced pursuant to this Declaration shall be apportioned by multiplying the total annual Maintenance Assessment by a fraction, the numerator of which is one (1), and the denominator of which is the total number of Lots then subject to this Declaration, as amended.

Section 5.06. Change in Basis of Assessments. The Association may change the basis of determining the Maintenance Assessment provided for above by obtaining the consent of not less than two-thirds (2/3) of the total votes of Members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all voting Members at least 30 days in advance and shall set forth the purpose of the meeting. Until the Declarant, or its designee, no longer owns a Lot

then subject to this Declaration, no change in the basis of Maintenance Assessments which adversely affects the interest of the Declarant with respect to unsold Lots be valid except with the specific consent of the Declarant in writing.

Section 5.07. Special Assessments for Capital Improvements and Other Needs. In addition to the annual Maintenance Assessment, the Association may levy in any assessment year a Special Assessment, payable in that year and for the following year for the purpose of defraying, in whole or in part, the cost of any capital improvements or for repairs which may become necessary as a result of a casualty loss caused by nature, not otherwise covered by insurance and creating a budget deficit for the fiscal year, including without limitation, the construction, reconstruction or replacement of, or repair of a capital nature to, the Association Property, including the necessary fixtures and personal property related thereto, provided that for any Special Assessment for the construction (rather than the reconstruction or replacement) of any capital improvement, and for any Special Assessment amounting to more than 20% of the then current amount of annual Maintenance Assessments, the consent is obtained of two-thirds (2/3) of the total votes of Lot Owners voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners at least 30 days in advance, setting forth the purpose of the meeting. The Association shall establish one (1) or more due dates for each payment or partial payment of each Special Assessment and shall notify each Owner thereof in writing at least 30 days prior to the first such due date.

Section 5.08. Non-Payment of Assessment. If an Assessment, or installment thereof, is not paid on the due date, established pursuant to Section 5.03 hereof, then such Assessment payment shall be deemed delinquent. Any delinquent assessment payment, together with such interest thereon, accelerated installments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner and such Owner's heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such Assessment shall remain such Owner's personal obligation and shall not pass to such Owner's successors in title unless expressly assumed by them.

If the Assessment or any installment thereof is not paid within ten (10) days after the due date, the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed ten percent (10%) of the amount of such overdue Assessment or installment thereof, provided such late charges are equitably and uniformly applied.

If the Assessment or any installment thereof, is not paid within 30 days after the due date, (i) the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed ten percent (10%) of the amount of such overdue Assessment or installment thereof, and, if not paid

within 30 days after the due date (ii) the Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed 1.5% per month, (iii) the Board of Directors may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Owner and (iv) the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the property, and the cost of such proceedings, including reasonable attorneys' fees, shall be added to the amount of such Assessments, accelerated installments, if any, late charges and interest.

Once an Assessment is deemed delinquent as described above, any payments received from the Owner shall be applied in the following order: attorneys' fees, other costs of collection, late charges, interest, and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period.

Dissatisfaction with the quantity or quality of maintenance services furnished by the Association, shall not, under any circumstances, entitle any Lot Owner to withhold or fail to pay the Assessments due to the Association for the Lot or Lots owned by such Owner.

The Board of Directors, when giving notice to a Lot Owner of a default in paying Assessments, may, at its option, or at the request of a mortgagee, shall send a copy of such notice to the mortgagee whose name and address appears on the Board's records for the particular Lot. The mortgagee shall have the right to cure the Lot Owner's default with respect to the payment of said Assessments.

Late charges, penalties and attorney fees shall not be payable or collectable for unpaid common charges or assessments owed by the Declarant.

Section 5.09. Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Association.

Section 5.10. Assessment Certificates. Upon written request of an Owner or lessee with respect to a Lot which he or she owns or leases, (or any prospective purchaser, lessee, occupant, mortgagee or title insurer of such Lot), the Association within a reasonable period of time, shall issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Lot, as of the date of such certificate, (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and

payable as of such date; (iii) whether any other amounts or charges are- owing to the Association, e.g. for the cost of extinguishing a violation of this Declaration. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser or lessee of, or lender on, or title insurer of, the property in question.

Section 5.11. Subordination of Assessment Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments becoming due, nor from the lien of any such subsequent Assessment.

Section 5.12. Right to Borrow and Mortgage. In order to fulfill the purposes set forth herein, the Association may borrow funds from any recognized lending institution, and in conjunction therewith mortgage its properties. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with note holders shall be subject to (i) the approval of 2/3 of the Lot Owners entitled to vote at a meeting duly called, and (ii) any consent of the Declarant as required by Section 3.12 of this Declaration shall be obtained.

Section 5.13. Repayment of Monies Borrowed. In order to secure the repayment of any and all sums borrowed from time to time, the Association is hereby granted the right and power:

- (a) to assign and pledge all revenues received and to be received by it under any provision of this Declaration including, but not limited to, the proceeds of the Maintenance Assessment hereunder;
- (b) to enter into agreements with note holders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Association covenants to:
 - (1) assess the Maintenance Assessment on a given day in each year and, subject to the limitation on amount specified in Section 5.04 hereunder, to assess the same at a particular rate or rates; subject to the limitation on amount specified in Section 5.04 hereunder, to assess the same at a particular rate

or rates;

- (2) establish such collection, payment and lien enforcement procedures as maybe required by the note holders;
- (3) provide for the custody and safeguarding of all funds received by it;
- (4) establish sinking funds and/or other security deposits;
- (5) apply all funds received by it first to the payment of all principal and interest on such loans, when due, or to apply the same to such purpose after providing for costs of collection.

ARTICLE VI

MAINTENANCE BY THE ASSOCIATION

Section 6.01. Maintenance and Repair by the Association. All maintenance and repair of and replacements to the improvements, snow removal from all paved areas, until dedicated to the municipality, and the maintenance of all landscaped areas of Association Property shall be the responsibility of, and at the cost and expense of the **ASSOCIATION** maintaining and preserving the lawns, mowing lawns, fertilizing, seeding and watering of the lawns of the Common Area. Maintenance, repair and replacement of pipes, wires, conduits and public utility lines, if any, owned by the Association located on Association property and for which a utility company or other entity is not responsible (except such lines and facilities located on individual Lots) also shall be the responsibility of, and an expense of the Association. Such cost shall be funded from the Maintenance Assessments.

Section 6.02. Repairs and Maintenance Which Are Not the Responsibility of the Association. Except as provided in Section 6.01 above, the Association shall not be responsible for (i) the maintenance, repair or replacement of any buildings or structures not owned by the Association, or (ii) the maintenance, repair or replacement of any sewer lines, water lines or any water or sewer laterals or other utility lines which are maintained, repaired and replaced by a municipality, public authority or utility company or which are located on any individual Lot, (iii) the maintenance, repair or replacement of the dedicated improvements, or (iv) obstructed sewer laterals, (v) watering of lawn areas of any Lots, any maintenance, repairs or replacements of the Lot's driveways, Lots sidewalks/walkways (vi) landscape plantings, trees or shrubs planted by any individual Owner.

Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 6.01 above, but which is occasioned by negligent or willful act or omission of a Lot Owner, excluding the Declarant, shall be made at the cost and expense of such Lot Owner. If such maintenance, repair or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Lot and such cost shall be added to that Lot Owner's Maintenance Assessment and, as part of that Assessment, shall constitute a lien on the Lot to secure the payment thereof.

Section 6.03. Quality and Frequency of Maintenance and Repairs. All maintenance, repair and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property, and consistent with the use of such common area. The Association may establish reasonable schedules and regulations for maintenance, repair and replacement, which schedules and regulations shall take into account the useful life of any painting and exterior materials and the enhancement and preservation of the appearance and value of the Property.

Section 6.04. Access for Repairs. The Association (and its employees, contractors and agents) upon reasonable notice to the Owner(s), shall have the right to enter upon any portion of a Lot at any reasonable hour to carry out its functions as provided for in this Article, except that in an emergency, the Association shall have the right, without notice, to enter upon any portion of a Lot to make necessary repairs or to prevent damage. The repair of any damage caused in gaining access shall be at the expense of the Association.

ARTICLE VII **ARCHITECTURAL** **CONTROLS**

Section 7.01. Control by Association. After transfer of title by the Declarant to any Lot or other completed portion of the Property, enforcement of those provisions of the Declaration pertaining to exterior appearance of the Property and control over any change in use or any additions, modifications or alterations to any exterior improvement on said Lot or other portion of the property, shall be the responsibility of the Association, acting through the Architectural Review Committee (hereinafter referred to as the "Architectural Committee") as provided in Section 7.02 below.

Section 7.02. Composition and Function of Architectural Review Committee. The Architectural Committee shall be a permanent committee of the Association and shall approve all proposed improvements, additions, modifications or alterations to any existing improvements or any proposed change in the use of a Lot or any other portion of the Property, including Association Property, after transfer of title to such Lot or other portion of the Property, working within guidelines and policies established by the Board of Directors. The Architectural Committee also may assist and advise the Board of Directors of the

Association in enforcing the Declaration and in advertising and publishing rules, regulations and guidelines, and may from time to time perform such other duties or functions as may be assigned to it by the Board of Directors. The Architectural Committee shall be composed of (a) until Declarant owns no Lots, Declarant, and (b) thereafter, three (3) or more persons, as determined by the Board of Directors of the Association, for terms of two (2) years, but shall be subject to removal, with or without cause, by the affirmative vote of not less than two-thirds (2/3) of the members of the Board of Directors.

Section 7.03. Submission of Plans to Architectural Committee. After transfer of title to any Lot or other portion of the Property by the Declarant no improvement, exterior addition, modification or alteration shall be made on or to such Lot or other portion of the Property or the improvements located thereon, unless and until a plan or plans therefore, in such form and detail as the Architectural Committee requires, have been submitted to, and reviewed and approved by the Architectural Committee, working within guidelines and policies established by the Board of Directors. The Architectural Committee may charge and collect a reasonable fee for the examination of plans submitted for approval.

Section 7.04. Basis for Disapproval of Plans by Architectural Committee. The Architectural Committee, working within guidelines and policies established by the Board of Directors, may disapprove any plans submitted pursuant to Section 7.03 above for any of the following reasons:

- a. failure of such plans to comply with any protective covenants, conditions and restrictions contained in the Declaration and which benefit or encumber the Lot or other portion of the Property;
- b. failure of the Plans to comply with all requirements of the Town of Beekman as set forth on the final approved site plan;
- c. objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, or proposed parking;
- d. incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity;
- e. failure of proposed improvements to comply with any zoning, building, preservation, health, or other governmental laws, codes, ordinances, rules and regulations;
- f. any other matter which in the judgment and sole discretion of the Architectural Committee would render the proposed improvements, use or uses inharmonious or incompatible with the general plan of improvement of the Property or portion thereof or with improvements or uses in the vicinity.

Section 7.05. Approval of Architectural Committee. Upon approval or qualified approval by the Architectural Committee of any plans submitted pursuant to Section 7.03 above, the Architectural Committee shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record, together with such qualifications, or provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or portion of the Property shall be final as to such Lot or portion of the Property and such approval may not be revoked or rescinded thereafter provided (i) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in the Declaration which benefit or encumber the Lot or portion of the Property, and (ii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, preservation, health or other code or ordinance. Approval of any plans for use in connection with any Lot or portion of the Property shall not be deemed a waiver of the right of the Architectural Committee to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or portion of the Property.

Section 7.06. Written Notification of Disapproval. In any case where the Architectural Committee disapproves any plans submitted hereunder, the Architectural Committee shall so notify the applicant in writing together with a statement of the grounds upon which such action was based as set forth in Section 7.04. In any such case, the Architectural Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 7.07. Failure of Committee to Act. If any applicant has not received notice of the Architectural Committee approving or disapproving any plans within 45 days after submission thereof, the applicant may notify the Committee in writing of that fact. Such notice shall be sent by certified mail, return receipt requested. The plans shall be deemed approved by the Committee not later than the later of:

- a. Fifteen (15) days after the date of receipt of such notice, if such notice is given;
- b. Seventy (70) days after the date the plans were originally submitted.

Section 7.08. Committee's Right to Promulgate Rules and Regulations. The Architectural Committee may from time to time promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to additions or modifications to improvements, or uses; provided, however, that no such

rule or regulation shall be deemed to bind the Architectural Committee to approve or disapprove any plans submitted for approval, or to waive the exercise of the Architectural Committee's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of the Declaration or any applicable governmental law, code, ordinance, rule or regulation.

Section 7.09. Delegation of Functions. The Architectural Committee may authorize its staff, subcommittees, or individual members of the Architectural Committee to perform any or all of the functions of the Architectural Committee as long as the number and identity of such staff or members, and the functions and scope of authority have been established by a resolution of the entire Architectural Committee. The approval or disapproval of plans by the staff member, individual member or subcommittee will be subject, however, to the reasonable review of the Architectural Committee, in accordance with procedures to be established by the Architectural Committee.

Section 7.10. Liability of Architectural Committee. No action taken by the Architectural Committee or any member, subcommittee, employee or agent thereof, shall entitle any person to rely thereon, with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of any Lot or other portion of the Property. Neither the Association nor the Architectural Committee, nor any member, subcommittee, employee or agent shall be liable to anyone submitting plans to them for approval or to any Owner, Member or any other person, in connection with any submission of plans, or the approval or disapproval thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person or other entity submitting plans to the Architectural Committee agrees, by submission of such plans, that no action or suit will be brought against the Association or the Architectural Committee, or any member, subcommittee, employee or agent thereof, in connection with such submission.

Section 7.11. Architectural Committee Certificate. Upon written request of any Owner, lessee or any prospective Owner, lessee, mortgagee or title insurer of a Lot or other portion of the Property, title to which has been previously transferred from the Declarant, the Architectural Committee, within a reasonable period of time, shall issue and furnish to the person or entity making the request a certificate in writing (hereinafter referred to as the "Architectural Committee Certificate") signed by a member of the Architectural Committee stating, as of the date of such Certificate, whether or not the Lot or other portion of the Property, or any improvements thereon, violates any of the provisions of the Declaration pertaining to exterior appearance, design or maintenance and describing such violations, if any. A reasonable charge, as determined by the Architectural Committee, may be imposed for issuance of such Architectural Committee Certificate. Any such Architectural Committee Certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and the party

to whom such Architectural Committee Certificate was issued.

Section 7.12. Pre-Construction Requirements. Each Owner shall observe the following pre-construction procedures and shall be responsible for compliance with these procedures by all agents, contractors and other third parties performing work or supplying services at the lot:

- (a) A Building Construction Agreement shall be executed between the Owner and any builder constructing a home on the Lot pursuant to the terms of which the Owner shall pay for and be responsible for any damages to streets, curbs, common areas or adjoining lots occurring during lot clearing and house construction.
- (b) A Building Permit shall be secured from the Town of Beekman and the plans shall comply with any site plan and any applicable condition therein.
- (c) The Owner shall confirm the availability of all utilities and shall apply to the utility for temporary and permanent electrical service and to appropriate municipal agencies for water and sewer service for each Lot.
- (d) A utility stakeout must be arranged prior to any construction on the Lot and care should be exercised in clearing of the Lot so as to not disturb buried cables, water and sewer lines. NYS Dig Safely and all other preconstruction approvals shall be obtained by Owner.
- (e) Electric service will be provided from the nearest transformer to the closest point of the building. The cost of any additional electrical cable shall be borne by the Owner.
- (f) No dumping of any excavated material will be permitted within the subdivision without the express written consent of Association. Each Owner shall be responsible for the off-premises disposition of any waste materials.
- (g) The Owner shall supply the Association with current liability insurance coverage naming the Association as additional insured.

Section 7.13 During Construction Requirements. Each Owner shall observe the following procedures during construction and shall be responsible for compliance with these procedures by all agents, contractors and other third parties performing work or supplying services at the Lot:

- (a) All damage to curbs, streets and common areas as a result of construction shall be repaired promptly;
- (b) No trees shall be removed from the site other than those noted on the site plan approved by the Architectural Committee. All other trees shall be protected from equipment damage and/or filling. Protective barriers or bulkheading are to be used where necessary to avoid disturbance within the dripline;
- (c) Adjoining properties shall not be used for access to the site or for the storage of materials without the written permission of the adjacent

- owner;
- (d) Construction materials must be stored on an inconspicuous area of the site. The site shall be kept clear and free of construction debris, surplus materials, trash and garbage at all times during construction. A trash container must be maintained on each site for the disposal of trash and litter;
 - (e) Worker's vehicles, including lawn maintenance vehicles and trailers, must not be parked in roadway;
 - (f) Job site speed limit for construction vehicles is 15 mph;
 - (g) Sewer, water, electric, cable TV and telephone services to the home shall be installed and located prior to the construction of paved drives and walks;
 - (h) A portable toilet shall be provided at each site.
 - (i) During the period of any construction on any lot each owner hereby agrees to be bound by the New York State Pollution Discharge Elimination System (NYSPDES) general permit for stormwater discharge for construction activities as it may apply to construction activities on each lot.
 - (j) Owner shall liable to the Association for all construction activities imposed upon the Association or by the above referenced SPDES permit for failure to comply with the requirements for such SPDES permit.

Section 7.14. Post Construction Requirements. Each owner shall observe the following services at the lot:

- (a) Removing all building debris from the site and surrounding area;
- (b) Removing contractor's signs;
- (c) Removing the temporary electric service electrical pole.
- (d) Comply with all conditions of the site plan including the landscape plan for the trees to be planted on each Lot.

Section 7.15 The above restrictions shall not apply to Declarant.

Section 7.16 The above restrictions shall not be construed to permit any action or thing prohibited by applicable zoning ordinances or building codes or any laws, rules or regulations or any governmental authority or by other specific restrictions of record. In the event of any conflict, the most restrictive provisions of such laws, ordinances, codes, rules, regulations of record or other restrictions shall be controlling.

ARTICLE VIII

INSURANCE AND RECONSTRUCTION

Section 8.01. Insurance to be Carried. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably obtainable and to the extent determined by the Board of Directors to be appropriate or relevant: (i) fire and casualty insurance on the Association Property, (ii) liability insurance on the Association Property, (iii) directors and officers' liability insurance, (iv) fidelity bond or surety bond, and (v) such other insurance as the Board of Directors shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage. Coverages shall be as follows:

1. Liability. The liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Owners, but not the liability of Owners arising from occurrences within such Owner's Home or on such Owner's Lot. The policy shall include the following endorsements: (i) comprehensive general liability, (ii) Personal injury, (iii) medical payments, (iv) cross liability and (v) contractual liability.

Until the first meeting of the Board of Directors elected by the Owners, this public liability insurance shall be in a combined single limit of \$1,000,000.00 covering all claims for bodily injury and property damage.

2. Directors' and Officers' Liability. The directors' and officers' liability insurance shall cover the "wrongful" acts of a director or officer of the Association. This coverage shall provide for funds to be available to defend suits against officers and directors of the Association and to pay any claims which may result. The policy shall be on an "occurrence" basis so as to cover all prior officers and members of the Board of Directors. The policy shall not provide for "participation" by the Association or by the officers or directors of the Association.

Until the first meeting of the Board of Directors elected by the Owners, the directors' and officers' liability coverage shall be in the amount of \$1,000,000.00.

3. Other Insurance. The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage.

4. No Liability for Failure to Obtain Above Coverages. The Board of Directors shall not be liable for failure to obtain any of the coverages required by this section or for any loss or damage resulting from such failure if such failures due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost.

5. Deductible. The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense for those claims relating to Association maintenance responsibility. The Board of Directors of the Association shall assess any deductible amount necessitated by the gross negligence or wantonly malicious act of an Owner against such Owner, as well as any deductible amount necessitated by a fire within the Lot Owners dwelling and not caused by the Association's negligence or activities.. The Association may pay the deductible portion for which such Owner is responsible, and the amount so paid, together with interest and costs of collection, including attorney's fees, shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as assessments under Article V of this Declaration.

**Option to Have Insurance
Paid by Lot Owners Directly**

The Board of Directors may, at its option, elect to have any insurance which it obtains, paid for directly by the Owners of the Lots rather than from assessments paid to the Association. However, should any Owner fail to pay such Owner's portion of such insurance premium, the Board of Directors may elect to pay such amount on behalf of such Owner in which event such amount so advanced shall be a charge and continuing lien upon the Lot of such Owner and shall also be the personal obligation of such Owner. Such amount shall bear interest and shall be collectible in the same manner as a delinquent assessment as set forth in Section 5.08 of this Declaration.

Section 8.02. Intentionally deleted.

Section 8.03. Insurance Carried by Owners. Owners shall carry insurance for their own benefit.

**ARTICLE IX
GENERAL COVENANTS AND RESTRICTIONS**

Section 9.01. General Restrictions. The restrictions set forth below are effective with respect to each Lot after Declarant transfers title to such Lot to a Lot Owner, and does not affect Declarant's use, occupancy and development of the Premises.

- (a) The Lots shall be used only for residential purposes as defined in the applicable zoning ordinances, as the same may be amended from time to time, and such other accessory uses as permitted by such zoning ordinances. No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a temporary or permanent residence, except if the size of the Lot is

greater than 3 acres and subject to the review provisions of Paragraph "6."

- (b) These general restrictions shall cover each Lot in the subdivision.
- (c) No Lot shall be further subdivided, except any Lot owned by the Declarant. Declarant specifically reserves to itself the right to further subdivide any lot owned by it.
- (d) No animals, livestock or reptiles of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than the number of pets permitted by the applicable municipal ordinance may be kept on any Lot and that all dogs be leashed at all times.
- (e) No outdoor clothesline or pole shall be installed on any Lot other than an umbrella type of clothes line which shall be located to the rear of the house and within 20 feet of the house.
- (f) No nuisances or noises of any kind which are unwholesome and offensive to the neighborhood shall be permitted to exist on any Lot, nor shall any accumulation or rubbish, garbage or junk be permitted to remain on any Lot.
- (g) All terrain vehicles are prohibited from being operated on the Property.
- (h) No trucks or commercial vehicles other than one truck with not more than 2 axles shall be parked on the Property except for limited times in connection with deliveries to the Lots or by persons performing work on the Lots. All mobile homes, motor homes, campers or trailer homes and unregistered or junk motor vehicles shall be kept in a garage.
- (i) Boats of every kind may only be stored, housed in a garage or place or set within 20 feet of the house at the rear of the house and in such cases must be suitably covered with a tarpaulin or like material.
- (j) No noxious or offensive activities shall be carried on any Lot, nor shall anything be done thereon, either willfully, negligently or otherwise which may become an annoyance or nuisance to other Lot Owners or occupants.
- (k) No signs shall be displayed upon the Property except one sign of not more than 2 square feet displaying the Lot Owner's name or one sign of not more than 5 square feet, advertising the Lot for sale or rent. However, until all houses are sold, no for sale or rent signs shall be displayed.
- (l) All applicable municipal regulations shall be observed by all Lot Owners.
- (m) All exterior holiday decorations must be removed within 30 days after the holiday for which such decorations were put up.
- (n) No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage and all such waste shall not be kept, except in sanitary containers.
- (o) No fencing of any kind of whatsoever shall be erected upon any lot in

the subdivision except such fencing as may be required by Municipal Law as a condition of the construction of an in-ground swimming pool and as may be approved by the Declarant. Such approval shall be wholly in this the discretion of the Declarant.

- (p) No above ground swimming pools. No kiddie pools more than 3' in diameter and none to be placed on the driveway.
- (q) ~~All foundations shall be constructed with concrete masonry units or blocks and shall not be constructed with poured concrete or prefabricated concrete.~~
- (r) No metal sheds. All Sheds must be located in the rear of the property and behind the house so as not to be viewed from the road.

Section 9.02. Enforcement. If any person or entity having or acquiring an interest in any Lot, or otherwise occupying any portion of a Lot, including the heirs, successors and assigns of a Lot Owner, shall violate or attempt to violate any of the covenants, restrictions or easements contained herein, the Declarant or any Lot Owner (after Declarant has conveyed all of their Lots) may prosecute by any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction or easement, to prevent him or them from doing so, and to recover damages or other sums for such violation.

Section 9.03. Easements. All Lots shall be subject to the rights of the Declarant and its successors and assigns to an Easement hereby reserved on, under and through the Lots for the purpose of installation, maintenance, repair and replacement, electric lines, telephone lines, cable television lines and any other utilities and appurtenances thereto. The Declarant expressly reserves the right to grant any of such reserved Easements to the appropriate utility company or municipality. The aforesaid reservation is in addition to and includes, but is not limited to, utility easements granted or to be granted by the Declarant to utility companies, which right the Declarant hereby reserves for itself, its successors and assigns.

The foregoing reservations of this Section 9.03 shall terminate on January 1, 2035.

ARTICLE X ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION

Section 10.01. Declaration Runs With the Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property, whether or not the deed, lease or any other instrument incorporates or refers to the Declaration, covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of the Declaration, including personal responsibility for

the payment of all charges which may become liens against his property and which become due while he is the owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 10.02. Enforceability. The provisions of the Declaration shall bind the Property, shall be construed as running with the land and shall inure to the benefit of the Association, which shall be deemed the agent for all of its Members, and may be enforced by any Member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof

Section 10.03. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed to be a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior to or subsequent thereto. No liability shall attach to the Declarant, the Association, or any officer, director, employee, Member, agent, committee or committee member thereof, or to any other person or organization for failure to enforce the provisions of the Declaration.

Section 10.04. Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (i) the Owner, (ii) any family member, tenant, guest or invitee of the Owner (iii) a family member or guest or invitee of the tenant of the Owner, or (iv) a guest or invitee of (1) any member of such Owner's family or (2) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot or other portion of the Property owned by such Owner, if any. This paragraph shall not be applicable to any action brought by the Association against the Declarant.

Section 10.05. Inspection and Entry Rights. Any agent of the Association or the Architectural Committee may at any reasonable time or times, upon not less than 24 hours notice to the Owner, enter upon a Lot or other portion of the Property to inspect the improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures or other improvements thereon comply with the Declaration, or with rules and regulations issued pursuant hereto. Neither the Association nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

In addition to the above, if the Architectural Committee determines that it is necessary to trim, cut or prune any tree, hedge or other planting because its location or the height to which, or the manner in which it has been permitted to grow is unsightly, detrimental or potentially detrimental to persons or property, obscures the view of street traffic, or is otherwise in violation of this Declaration, the Association shall notify the Owner of the Lot or other portion of the Property who shall be obliged to remedy the violation. If the Owner fails to remedy the violation within 30 days after such notice is given, then the Association may take such remedial action at the expense of the Owner.

Section 10.06. Default Notices to be Sent to Mortgagees. Each Owner shall notify the Association of the name of the mortgagee of any mortgage on such Owner's Lot. Upon receipt of such notice, the Association shall thereafter endeavor to provide such mortgagee with a duplicate copy of any notice of default sent to such Owner with regard to the violation by such Owner of any provision of this Declaration.

Section 10.07. Amending. Unless otherwise specifically provided for herein, this Declaration may be amended upon the consent in writing of the Owners of not less than two-thirds (2/3) of all Lots which are subject to this Declaration. In addition, so long as the Declarant owns a Lot subject to this Declaration, the written consent of the Declarant will be required for any amendment.

In voting for such amendment, the Members voting rights shall be as set forth in Article III hereof.

The Owners of every Lot shall receive written notice of every proposed amendment at least 30 days prior to the date set for voting on said proposed amendment.

Section 10.08. When Amendment Becomes Effective. Any amendment of this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the office of the Dutchess County Clerk. Such instrument need not contain the written consent of the required number of Owners, but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

Section 10.09. Duration. The provisions of this Declaration shall, unless amended as hereinbefore provided, continue with full force and effect against both the Property and the Owners thereof until December 31, 2034, and, as then in force, shall be automatically, and without further notice, extended for successive periods of twenty (20) years, except as otherwise set forth herein.

Section 10.10. Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions.

Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and making and finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interest of the Owners and other residents of the Property to the end that the Property shall be preserved and maintained as a high quality community.

In granting any permit, authorization or approval, as herein provided, the Association may impose any conditions or limitations thereon as they shall deem advisable under the circumstances in each case in light of the consideration set forth in the immediately preceding paragraph hereof.

Section 10.11. Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 10.12. Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 10.13. Invalidity of Agreement or Declaration. The determination by any court of competent jurisdiction that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

ARTICLE XI

GENERAL

Section 11.01. Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretations of the content thereof.

Section 11.02. Right Reserved to Impose Additional Protective Covenants.
The Declarant reserves the right to record additional protective covenants and restrictions prior to the conveyance of any lands encumbered by this Declaration.

Section 11.03. Notice. Any notice required to be sent to the Declarant, Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Declarant, Owner or mortgagee on the records of the Association at the time of such mailing.

Section 11.04. Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation or trust, and upon such assignment the successor corporation or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the successor corporation or trust had been an original party and all references herein to the Board of Directors or Trustees of such successor corporation or trust. Any such assignment shall be accepted by the successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association. If the Association, for any reason, shall cease to exist without having first assigned its rights hereunder to a successor corporation or trust, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation or trust to take over the duties and responsibilities of the entity to exist, subject to the conditions provided for herein with respect to an assignment and delegation to a successor corporation or trust.

Section 11.05. Right of Association To Transfer Functions. Unless otherwise specifically prohibited herein or within the Certificate of Incorporation or By-Laws of the

Association, any and all functions of the Association shall be fully transferable in whole or in part to any other homeowners or residents association or similar entity.

O'DONNELL & SONS, LLC

By: 
SEAN E. O'DONNELL

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss:

On the 29 day of September in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Sean E. O'Donnell, 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

KENNETH M. STENGER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4648578
QUALIFIED IN DUTCHESS COUNTY
COMM. EXPIRES JULY 31, 2017

Schedule "A"

ALL that certain plot, parcel or lot, situate, lying and being in the Town of Beekman, County of Dutchess and State of New York and identified the Stone Ridge Estate Subdivision as described on a certain filed map entitled "Stone Ridge Estates" as filed in the Dutchess County Clerk's Office on February 25, 2014 as Filed Map No. 12468 and being more particularly described as follow:

ALL that certain plot, piece, or parcel of land situate, lying and being in the Town of Beekman, County of Dutchess and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly line of Benton Moore Road at the southwest corner of Lot No. 1, Filed Map No. 4829; running thence, South 75 degrees 56' 12" East 231.76 feet along a stone wall; thence, South 76 degrees 11' 37" East 148.33 feet along a stone wall to the northerly line of lands now or formerly NYS Electric & Gas (NYSEG); thence, South 87 degrees 40' 25" West 449.29 feet along NYSEG to the easterly line of Benton Moore Road; thence, North 36 degrees 03' 41" East 136.01 feet along Benton Moore road back to the point or place of BEGINNING.

PARCEL II

ALL that certain plot, piece, or parcel of land situate, lying and being in the Town of Beekman, County of Dutchess and State of New York, being bounded and described as follows:

BEGINNING at a point on the southerly line of Lot No. 6, Filed Map No. 4829, said point being the following five courses and distances along a stone wall, from the easterly line of Benton Moore Road and southwest corner of Lot No. 1, as shown on said map: South 75 degrees 56' 12" East 231.76 feet; thence, South 76 degrees 11' 37" East 152.86 feet; thence, South 76 degrees 48' 27" East 77.98 feet; thence, South 76 degrees 14' 27" East 139.64 feet; thence, South 75 degrees 45' 07" East 321.31 feet; thence, from point of beginning, South 75 degrees 45' 07" East 8.67 feet along a stone wall; thence, South 81 degrees 04' 12" East 34.64 feet along a stone wall to the southwest corner of Lot No. 1, Filed Map No. 7695; thence, South 76 degrees 35' 59" East 87.82 feet along a stone wall; thence, North 76 degrees 54' 08" East 10.00 feet; thence, South 49 degrees 00' 52" East 13.60 feet; thence, South 27 degrees 05' 52" East 101.20 feet to the northerly line of lands now or formerly Green Haven Prison; thence, South 79 degrees 48' 11" West 1262.24 feet along Green Haven Prison to a monument found on the easterly line of Lot No. 37, Filed Map No. 11759; thence, North 31 degrees 11' 14" West 209.35 feet partly along a stone wall to the easterly line of Benton Moore Road at the northwesterly corner of Lot No. 37; thence, North 40 degrees 45' 13" East 35.53 feet along Benton Moore Road; thence, North 31 degrees 54' 59" East 116.05 feet along Benton Moore Road, to a point on the southerly line of lands now or formerly NYSEG; thence, North 87 degrees 40' 25" East 1072.89 feet along NYSEG back to the point or place of BEGINNING.

ALL that certain plot, piece, or parcel of land situate, lying and being in the Town of Beekman, County of Dutchess and State of New York, being bounded and described as follows:

BEGINNING at a point on the westerly line of Benton Moore Road at the southeast corner of Lot No. 36, Filed Map No. 11759; running thence, North 31 degrees 11' 14" West 85.97 feet partly along a stone wall to a monument found on the southerly line of lands now or formerly NYSEG; thence, North 87 degrees 40' 25" East 95.84 feet along NYSEG to the westerly line of Benton Moore Road; thence, South 31 degrees 54' 59" West 76.37 feet; thence, South 40 degrees 45' 13" West 16.65 feet back to the point or place of BEGINNING.

PARCEL IV

ALL that certain plot, piece, or parcel of land situate, lying and being in the Town of Beekman, County of Dutchess and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly line of a Lot known as Open Space, Filed Map No. 11759, on the northerly line of lands now or formerly NYSEG, said point being the following two courses and distances from a point on the westerly line of Benton Moore Road at the southeast corner of Lot No. 36, as shown on said filed map; running thence, North 31 degrees 11' 14" West 85.97 feet; thence, North 31 degrees 11' 14" West 171.27 feet from point of beginning; thence, North 31 degrees 11' 14" West 262.50 feet to the southeast corner of Lot No. 6, Filed Map No. 5326; thence, North 30 degrees 44' 00" West 254.59 feet along the easterly line of Lot No. 6 and a stone wall; thence, North 31 degrees 02' 50" West 284.98 feet along the easterly line of Lot No. 6 and 5 and along a stone wall to a monument found; thence, North 37 degrees 45' 10" West 428.43 feet along the easterly line of Lot No. 5 and 1, and along a stone wall; thence, North 31 degrees 47' 00" West 28.41 feet along Lot No. 1 and along a stone wall to a 34" pine tree on the easterly line of Beekman Road; thence, North 36 degrees 28' 03" East 23.60 feet along Beekman Road to the northwest corner of lands now or formerly Knapp; thence, South 37 degrees 40' 33" East 467.50 feet along Knapp to an iron pin found at the southwest corner of Knapp; thence, North 58 degrees 50' 47" East 391.32 feet along the southerly line of Knapp and the southerly line of lands now or formerly Ashworth to a point in a stone wall; thence, North 57 degrees 56' 17" East 179.50 feet along Ashworth and along a stone wall to an iron pin found at the southeast corner of Ashworth and the southwest corner of lands now or formerly Zipprich; thence, North 57 degrees 12' 28" East 132.31 feet to an iron pin found at the southeast corner of Zipprich and the southwest corner of other lands now or formerly Zipprich; thence, North 59 degrees 18' 57" East 535.79 feet along the southerly line of Zipprich and other lands now or formerly Zipprich; thence, North 56 degrees 38' 17" East 105.06 feet along a stone wall; thence, North 62 degrees 40' 21" East 74.82 feet along Zipprich and other lands now or formerly Zipprich to the northwest corner of Lot No. 12,

Filed Map No. 4170; thence, South 05 degrees 55' 38" East 22.32 feet along the westerly line of Lot No. 12; thence, South 17 degrees 03' 37" West 56.75 feet along the westerly line of Lot No. 12; thence, South 27 degrees 33' 12" West 124.80 feet along the westerly line of Lot No. 12; thence, South 14 degrees 15' 27" West 64.16 feet along the westerly line of Lot No. 12; thence, South 19 degrees 15' 27" West 247.83 feet partly along a stone wall along the westerly line of Lot No. 12 and 2; thence, South 57 degrees 19' 27" West 25.80 feet along a stone wall to an iron pin found at the northwest corner of Lot No. 1; thence, South 25 degrees 56' 27" West 89.30 feet to an iron pin found in a stone wall; thence, South 21 degrees 22' 32" West 85.83 feet to an iron pin found in a stone wall; thence, South 20 degrees 05' 27" West 205.01 feet to an iron pin found in a stone wall; thence, South 08 degrees 10' 32" West 93.04 feet to an iron pin found in a stone wall; thence, South 53 degrees 22' 28" East 43.42 feet; thence, North 58 degrees 40' 42" East 39.71 feet; thence, North 78 degrees 40' 42" East 25.19 feet; thence, South 68 degrees 39' 18" East 41.58 feet to the westerly line of Benton Moore Road; thence the following four courses and distances along Benton Moore Road: South 28 degrees 12' 25" West 96.55 feet; thence, South 30 degrees 30' 01" West 91.12 feet; thence, South 40 degrees 20' 39" West 129.98 feet; thence, South 36 degrees 03' 41" West 250.57 feet to the northerly line of lands now or formerly NYSEG; thence, South 87 degrees 40' 25" West 286.28 feet along NYSEG to the point or place of BEGINNING.
