

**AMENDED PARKING LOT INSTALLATION AND MAINTENANCE AGREEMENT
AND
IRREVOCABLE GRANT OF PARKING LOT EASEMENT TO TOWN OF BEEKMAN**

THIS INDENTURES made the ____ day of _____, 20____, between **O'DONNELL & SONS, INC.**, a New York corporation having an address at PO Box 526, 218 Van Wyck Lake Road, Fishkill, New York 12524, its successors and assigns, ("Declarant"); **STONE RIDGE ESTATE HOA, Inc.**, a New York corporation, having an address at PO Box 526, 218 Van Wyck Lake Road, Fishkill, New York 12524, its successors and assigns and as successor in interest to Declarant (the "HOA"); and the **TOWN OF BEEKMAN**, a municipal corporation with offices at 4 Main Street, Poughquag, New York 12570 (the "Town").

WITNESSETH:

WHEREAS, the original "Parking Lot Installation and Maintenance Agreement and Declaration of Parking Lot Easement (hereinafter "Parking Lot Installation or Parking Lot Easement"), dated August 19, 2015, was recorded at the Office of the Dutchess County Clerk on September 29, 2015, as "Document # 02-2015-6207" (the "Original Recorded Document"); and

WHEREAS, Declarant is the fee simple owner of real property located within the Town of Beekman, New York, for which the Town of Beekman Planning Board granted preliminary approval for a Conservation Subdivision pursuant to Town Code §130-45 entitled "Stone Ridge Estates" (hereinafter the "Property", the "Subdivision" or "Stone Ridge Estates") to include 18 residential lots (the "lots") and open spaces "A" through "F" on May 20, 2010 and final conditional Conservation Subdivision approval on March 15, 2012 (the "Conditional Final Resolution"); and

WHEREAS, the Subdivision Map for Stone Ridge Estates which was filed in the Dutchess County Clerk's Office as Filed Map No. 12468 on February 25, 2014, (the "Map")

shows an area marked “Public Parking Easement” located within the area designated as Open Space “F” (the “Public Parking Easement Area”); and

WHEREAS, the Declarant has constructed the parking lot in general conformance with the Map within the area of the Conservation Easement known as Open Spaces “F” with *de minimus* changes in location, as shown on a revision to the Map filed in the Dutchess County Clerk’s Office as Filed Map 12468, which areas are more fully described in Schedule “A” (original conveyance deed) annexed hereto and made a part hereof (the “Amended Parking Lot Easement Area”); and

WHEREAS, the Town is authorized to accept Conservation Easements pursuant to Article 49, Title 3 of the NYS Environmental Conservation Law; and

WHEREAS, the Amended Public Parking Easement Area is intended as a parking area for public users of the Pedestrian Trail Easement Area (“Pedestrian Trail”) designated on the Map; and

WHEREAS, the Public Parking Area is entirely located within Filed Open Space “F” and incorporated by reference in the conveyance deed to the Homeowner’s Association at Document #02-2015-6205 and further defined in the Declaration of Conservation Easement to the Town at Documents 02-2015-6203 and 02-2015-6204 which are annexed as Exhibit #1 and #2 herein; and

WHEREAS, the Declarant, its successors and assigns, including the HOA, desires to grant to the Town and the Town desires to accept an easement in, on, over, across and through the Public Parking Easement Area for construction of the parking lot herein, and thereafter, for public use therein.

NOW, THEREFORE, Declarant, its successors and assigns, including the HOA, in consideration of the Final Resolution for the Subdivision, does hereby grant and declare that such Subdivision is subject to the following:

DECLARANT, its successors and assigns, including the HOA, does hereby grant to the Town a perpetual easement in, on, over, across and through the Amended Public Parking Easement Area, subject to the following:

a. O'Donnell & Sons, Inc., as Declarant, has installed the public parking area (the "Parking Lot") in the Amended Public Parking Easement Area designated as Open Space "F" on Filed Map #12468 and 12468A, which was accepted by the Town Engineer; and

b. O'Donnell & Sons, Inc., as Declarant, has provided signage and/or physical markings to the satisfaction of the Town Engineer within the Public Parking Easement Area in accordance with the Final Resolution, the Declarant being responsible for the initial installation of the signage and/or physical markings and the Homeowners Association being responsible for maintaining same thereafter; and

c. The Town shall maintain the Parking Lot and shall clean, maintain, police, prevent and remove any nuisance in the Amended Public Parking Easement Area after the subdivision is dedicated, defined and as set forth in the filed Declaration of Conservation Easements at Documents 02-2015-6203 and 6204 (Exhibits "B" and "C" annexed hereto); and

d. Declarant, and the HOA as successor and assign, shall have the right, but not the responsibility, to maintain the Public Parking Easement Area if the Town fails to do so; and

e. The Parking Lot shall be used for automobile parking for public users of the Pedestrian Trail, and only from sunrise to sunset. The Parking Lot shall not be used for commercial vehicles; and

f. The Town will restore any disturbed surface area of the Parking Lot to the same condition that it was prior to the performance of any future construction, maintenance, or repair work to be carried out on the Parking Lot by the Town. Said restoration and other work to be performed hereunder shall be carried out to the satisfaction of, and in the sole discretion of the Town Engineer, whose opinion as to the extent of restoration work necessary to comply with this Agreement will be final and binding. Any dispute as to such restoration shall be submitted to arbitration pursuant to the Rules of the American Arbitration Association; and

g. The Town shall indemnify and hold harmless the Declarant and successor HOA from any and all claims, liabilities, loss or damage arising out of, or resulting from, the installation, maintenance, repair and/or use of the Parking Lot after the subdivision roads are dedicated; and

h. Ownership of the Public Parking Easement Area above-described remains, and will, in perpetuity remain in all respects, vested in the Declarant and successor HOA, and the use and enjoyment of said Public Parking Easement Area is retained in perpetuity by and for Declarant, and successor HOA, subject to the provisions of the irrevocable conservation easement herein granted; and

i. If the Public Parking Easement Area, or any part thereof, shall be taken in a condemnation action, the owners, heirs, successors and assigns may be fully compensated for the land as if this easement had never been granted, and remain in full force and effect for that portion of the Public Parking Easement Area not so taken; and

j. The provisions hereof shall run with the land and be binding upon and inure to the benefit of, and shall be enforced by the parties thereto, their respective heirs, legal representatives, successors and assigns, and the failure of any of them to enforce any provisions herein contained shall not be deemed a waiver of the right to do so hereafter.

The HOA, joins this Declaration as successor in interest to O'Donnell & Sons, Inc., confirming that it will undertake all responsibilities require pursuant to this Declaration. The HOA, created by Declarant at Document #02-2015-6188, filed on September 29, 2025 [Exhibit "D"] at the Office of the Dutchess County Clerk, as well as the NYS Attorney General's Office, is added as signatory to confirm that it will undertake all responsibilities and obligations required pursuant to this Agreement, as further articulated in the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated September 29, 2025, referenced above.

Declarant is hereby granted a temporary easement for that purpose until formally conveyed to the HOA. O'Donnell & Sons, Inc., does not assume any obligation of maintenance required by the Declarant under the terms of this Declaration after the subdivision roads are dedicated and accepted by the Town pursuant to NYS Town Law §279(4).

The introductory paragraphs of this easement are deemed incorporated into this easement.

IN WITNESS WHEREOF, the parties have duly executed this indenture the day and year first above written.

O'DONNELL & SONS, INC.

By: _____
Sean O'Donnell, President

STONE RIDGE ESTATES HOA, INC.

By: _____

TOWN OF BEEKMAN

By: _____
Mary Covucci, Supervisor

[illegible]

On the _____ day of _____, in the year 2025, before me the undersigned, personally appeared *SEAN 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[illegible]

On the _____ day of _____, in the year 2025, before me the undersigned, personally appeared _____, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

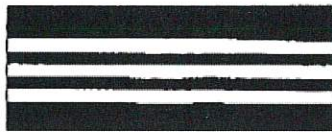
Notary Public

[illegible]

On the _____ day of _____, in the year 2025, before me the undersigned, personally appeared *MARY COVUCCI*, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 9/29/2015
Time Recorded: 3:12 PM

STENGER, ROBERTS, DAVIS & DIAMOND LLP
1136 ROUTE 9

Document #: 02 2015 6205

WAPPINGERS FALLS, NY 12590

Received From: NEW VENTURE ABSTRACT LTD

Grantor: O'DONNELL & SONS INC
Grantee: STONE RIDGE ESTATES HOA INC

Recorded In: Deed
Instrument Type:

Tax District: Beekman

Examined and Charged As Follows :

Recording Charge: \$315.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 1246

Number of Pages: 4

*** Do Not Detach This Page
*** This is Not A Bill

Red Hook Transfer Tax:

RP5217: Y
TP-584: Y

County Clerk By: cha
Receipt #: 106447
Batch Record: 2021

Bradford Kendall
County Clerk



0220156205

15-NV-DU-64010

7/22/15
3/4
60
250
4
3/5

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

THIS INDENTURE, made the 19 day of August Two Thousand Fifteen,
BETWEEN,

O'DONNELL & SONS, INC., a New York Corporation, with offices at 218 Van Wyck Lake Road, Fishkill, New York 12524

party of the first part, and

STONE RIDGE ESTATES HOA, INC., New York Corporation, having offices at the 218 Van Wyck Lake Road, Fishkill, New York 12524

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and/or assigns forever,

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 as Open Spaces A, B, C, D, E and F and two circular islands within the cul de sacs of Stone Ridge Road and Halle Court roadway, 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. *

~~**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof~~

THIS transaction is conducted in the normal course of Grantor's Business and does not constitute all or substantially all of Grantor's assets.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the above granted premises unto the party of the second part, the heirs or successors and/or assigns to the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

*RESERVING, All right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof until such time as the roads are dedicated to the Town of Beekman.

Schedule A Description

Title Number 15-NV-DU-64010

Page 1

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 as Open Spaces A, B, C, D, E and F and together with an Easement for the two circular islands within the cul de sacs of Stone Ridge Road and Halle Court roadway, 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.

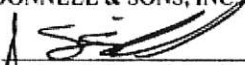
RESERVING all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof until such time as the Roads are dedicated to the Town of Beekman.

Subject to Declaration of Conservation Easements between O'Donnell & Sons, Inc. and Town of Beekman, dated 8/8/14 + recorded simultaneously herewith.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In presence of:

O'DONNELL & SONS, INC

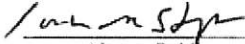
By: 
Sean O'Donnell, President

STATE OF NEW YORK

ss:

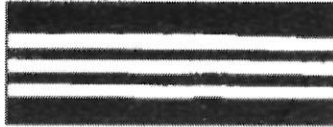
COUNTY OF DUTCHESS

On 8/19 2015 before me, the undersigned a Notary Public in and for said State, personally appeared Sean 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
Qualified Dutchess County
Expires 11/30/18

RECORD AND RETURN TO: Kenneth M. Stenger, Esq.
Stenger, Roberts, Davis & Diamond, LLP
1136 Route 9
Wappingers Falls, NY 12590

SCHEDULE “B”



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 9/29/2015
Time Recorded: 3:12 PM

ROBERT BOOLUKUS ESQ
1065 MAIN ST

FISHKILL, NY 12524

Document #: 02 2015 6203

Received From: NEW VENTURE ABSTRACT LTD

Grantor: O'DONNELL & SONS INC
Grantee: BEEKMAN TOWN

Recorded In: Deed
Instrument Type: EASE

Tax District: Beekman

Examined and Charged As Follows :

Recording Charge: \$90.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 1244

Number of Pages: 9

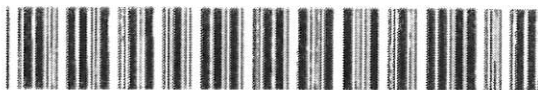
*** Do Not Detach This Page
*** This is Not A Bill

Red Hook Transfer Tax:

RP5217: N
TP-584: Y

County Clerk By: cha
Receipt #: 106447
Batch Record: 2021

Bradford Kendall
County Clerk



0220156203

Page 7/82 8/9
85
90

DECLARATION OF CONSERVATION EASEMENT

THIS INDENTURE made the 8th day of August 2014, between O'DONNELL & SONS, INC., a New York corporation company having an address at PO Box 526, 218 VanWyck Lake Road, Fishkill, New York 12524 ("Declarant"), its successors and assigns, including the contemplated Homeowners Association, as hereinafter defined; and the TOWN OF BEEKMAN, a municipal corporation with offices at 4 Main Street, Poughquag, New York 12570 ("the Town" or "Grantee").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of real property located within the Town of Beekman for which Grantee received from the Town of Beekman Planning Board (the "Planning Board") preliminary approval for a subdivision entitled "Stone Ridge Estates" (hereinafter the "Property", or the "Subdivision", or "Stone Ridge Estates") to include 18 residential lots (the "Lots") on May 20, 2010 and final approval on March 15, 2012; and

WHEREAS, the Subdivision Map for Stone Ridge Estates which was filed in the Dutchess County Clerk's Office as Map No. 12468 on Feb. 25, 2014 (the "Map") shows a proposed conservation easement area (the "Conservation Easement") located along the western boundary of lots 15, 16, 17 and 18 (the "Conservation Easement Area"), more particularly described in Schedule A attached hereto and made a part hereof; and

WHEREAS, Declarant will form a homeowners association (the "Homeowners Association") to maintain the Conservation Easement Area in perpetuity in accordance with the Final Resolution; and

WHEREAS, Declarant desires to grant to the Town and the Town desires to accept the Conservation Easement therein.

NOW THEREFORE, in consideration of the sum of one (\$1.00) dollar, receipt of which is hereby acknowledged, Declarant does hereby grant to the Town a perpetual Conservation Easement, pursuant to Title 3 of Article 49 of the New York State Environmental Conservation Law, in, on, over, across and through the Conservation Easement Area, subject to the following:

a. No building or other structure shall be erected or maintained within the Conservation Easement Area, nor shall there be any other disturbance of the natural conditions thereof except as otherwise set forth below or as may, in the future, be approved for solely conservation purposes by the Planning Board. Further, no tree clearing shall be permitted without the approval of the Planning Board. Such prohibited disturbance shall include but not be limited to: alteration of contours; excavation of top soil or underlying soils; filling or dumping; any action which would contribute to erosion of the land; fire; or destroying, cutting, removing or damaging plants or vegetation in any way.

b. The Town shall have the right to enforce any of the terms of this easement and may enter and inspect the Conservation Easement Area in a reasonable manner and at reasonable times, to assure compliance with the terms of this easement, and to assess against Declarant, its successors and assigns, including the contemplated Homeowners Association, all

costs incurred by the Town for such purposes, to the extent such person or party caused the Town to incur such costs.

c. Declarant, its successors and assigns, including the contemplated Homeowners Association, shall have the responsibility to clean, maintain, police, prevent and remove any nuisance in the Conservation Easement Area.

d. No trash of any nature or garbage, sewage, waste, animal manure or other objectionable or offensive material or refuse shall be permitted to be dumped, placed, discharged, stored or burned within the Conservation Easement Area.

e. Ownership of the Conservation Easement Area above described remains, and will in perpetuity remain, in all respects vested in the Declarant, its successors and assigns, including the contemplated Homeowners Association, and the use and enjoyment of said Conservation Easement Area is retained in perpetuity by and for Declarant, its successors and assigns, subject to the provisions of the easement herein granted.

f. If the Conservation Easement Area or any part thereof shall be taken by condemnation, or any other governmental action, this easement shall terminate automatically as to the property taken only so that the Declarant, its heirs, successors and assigns including the contemplated Homeowners Association, may be as fully compensated for the land so taken as if this easement had never been granted, and remain in full force and effect for that portion of the Easement Area not so taken.

g. The Town agrees to indemnify and defend Declarant and to save harmless Declarant, its heirs, successors and assigns, including the contemplated Homeowners Association, against and from claims by or on behalf of any person arising by reason of injury to

person or property occurring from the Town's entrance onto, inspection of or use of the Conservation Easement Area, to the extent occasioned by a negligent or intentional act or omission on the part of the Town, its agents, contractors, employees or assigns.

The provisions hereof shall run with the land and be binding upon and inure to the benefit of and shall be enforceable by the parties hereto, their respective heirs, legal representatives, successors and assigns, and the failure of any of them to enforce any provisions herein contained shall not be deemed a waiver of the right to do so hereafter.

IN WITNESS WHEREOF, the parties have duly executed this indenture the day and year first above written.

O'DONNELL & SONS, INC.

By: 

Sean O'Donnell, President

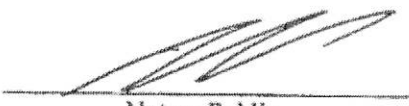
THE TOWN OF BEEKMAN

By: 

Barbara Zulauf, Town Supervisor

STATE OF NEW YORK)
COUNTY OF Dutchess) ss.:

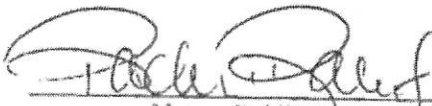
On the 8th day of August, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Sean O'Donnell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

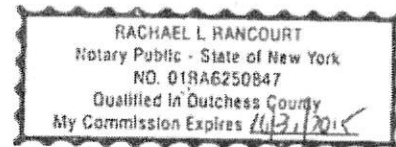

Notary Public

STATE OF NEW YORK)
COUNTY OF Dutchess) ss.:

ROBERT BOOLUKOS
Notary Public, State of New York
Qualified in Dutchess County
Registration No. 02804711036
My Commission Expires March 30, 2015

On the 20th day of March, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara Zulauf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public



SCHEDULE A

Metes and Bound Description of Conservation Easement Area
Part of Parcels 15, 16, 17 & 18 of Stone Ridge Estates

Conservation Easement

8-14-13

All that certain piece or parcel of land lying and situate in the Town of Beekman, County of Dutchess, and State of New York, shown on a certain map entitled, "Subdivision Plat of Stone Ridge Estates of Beekman prepared for Beekman Home and Land Development, LLC", to be filed in the Dutchess County Clerks Office, being more particularly bounded and described as follows,

Beginning at a point marked by an iron pin found at the southwest corner of lands now or formerly Kessler (Lot 1, filed map #4170) and the southeast corner of Lot 18, running thence,

1. S 61°48'20" W, 38.00', along the northerly line of Open Space B,
2. N 08°10'32" E, 91.66', through Lot 18, to the southerly line of Lot 17,
3. N 20°05'27" E, 148.33', through Lot 17, to the southerly line of Lot 16,
4. N 20°05'27" E, 142.38', through Lot 16, to the southerly line of Lot 15;
5. S 73°44'38" E, 8.87', along the southerly line of Lot 15,
6. N 25°56'27" E, 260.13', through Lot 15 to the southerly line of Lot 14,
7. S 61°06'19" E, 14.73', to the northeast corner of Lot 15,
8. S 19°15'27" W, 117.93', along a stone wall on the easterly line of Lot 15 and the westerly line of lands now or formerly Rodriguez (Lot 2 filed map #4170),
9. S 57°19'27" W, 25.80', to an iron pin found at the northwest corner of lands now or formerly Kessler (Lot 1, filed map #4170),
10. S 25°56'27" W, 89.30', along a stonewall to an iron pin found,
11. S 21°22'32" W, 28.06', along a stonewall to the southeast corner of Lot 15 and the northeast corner of Lot 16,
12. S 21°22'32" W, 57.77', along a stonewall to an iron pin found,
13. S 20°05'27" W, 84.71', along a stonewall to the southeast corner of Lot 16 and the northeast corner of Lot 17,
14. S 20°05'27" W, 120.30', along a stonewall to an iron pin found,
15. S 08°10'32" W, 28.25', along a stonewall to the southeast corner of Lot 17 and the northeast corner of Lot 18,
16. S 08°10'32" W, 64.79', back to the point of Beginning.

DECLARATION OF CONSERVATION EASEMENT

Section
Block
Lots 15, 16, 17 & 18 of Stone Ridge Estates
Town of Beekman
County of Dutchess
State of New York

Record and return to:

Robert Boolukus, Esq.
1065 Main Street
Fishkill, New York 12524

SCHEDULE "C"



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 9/29/2015

Time Recorded: 3:12 PM

ROBERT BOOLUKOS ESQ
1065 MAIN ST
FISHKILL, NY 12524

Document #: 02 2015 6204

Received From: NEW VENTURE ABSTRACT LTD

Grantor: O'DONNELL & SONS INC
Grantee: BEEKMAN TOWN

Recorded In: Deed
Instrument Type: EASE

Tax District: Beekman

Examined and Charged As Follows :

Recording Charge: \$85.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 1245

Number of Pages: 8

*** Do Not Detach This Page

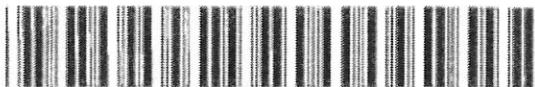
*** This is Not A Bill

Red Hook Transfer Tax:

RP5217: N
TP-584: Y

County Clerk By: cha
Receipt #: 106447
Batch Record: 2021

Bradford Kendall
County Clerk



0220156204

Base (102 13) 7/5
80
5
85

DECLARATION OF CONSERVATION EASEMENT

THIS INDENTURE made the 8th day of August, 2014, between
O'DONNELL & SONS, INC., a New York corporation having an address at PO Box 526, 218
VanWyck Lake Road, Fishkill, New York 12524, its successors and assigns ("Declarant");
and the TOWN OF BEEKMAN, a municipal corporation with offices at 4 Main Street,
Poughquag, New York 12570 ("the Town").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of real property located within the
Town of Beekman for which Declarant received from the Town of Beekman Planning Board
(the "Planning Board") preliminary approval for a subdivision entitled "Stone Ridge Estates"
(hereinafter the "Property", or the "Subdivision", or "Stone Ridge Estates") on May 20, 2010 and
final approval on March 15, 2012 (the "Final Resolution"); and

WHEREAS, the Subdivision Map for Stone Ridge Estates which was filed in the
Dutchess County Clerk's Office as Map No. 12468 on Feb 25, 2014 (the "Map")
shows a conservation easement (the "Conservation Easement") over the parcels designated as
Open Space A, B, C, D, E and F (the "Conservation Easement Area"); and

WHEREAS, Declarant desires to grant to the Town and the Town desires to accept a Conservation Easement therein.

NOW THEREFORE, in consideration of the sum of one (\$1.00) dollar, receipt of which is hereby acknowledged, Declarant does hereby grant to the Town a perpetual Conservation Easement, pursuant to Title 3 of Article 49 of the New York State Environmental Conservation Law, in, on, over, across and through Conservation Easement Area, subject to the following:

a. No building or other structure shall be erected or maintained within the Conservation Easement Area, nor shall there be any other disturbance of the natural conditions thereof except as otherwise set forth below or as may, in the future, be approved for conservation purposes by the Planning Board. Further, no tree clearing shall be permitted without the approval of the Planning Board. Such prohibited disturbance shall include but not be limited to: alteration of contours; excavation of top soil or underlying soils; filling or dumping; any action which would contribute to erosion of the land; fire; or destroying, cutting, removing or damaging plants or vegetation in any way. Notwithstanding the provisions of this paragraph, the Planning Board has approved the construction of a pedestrian walking trail located within Open Spaces A, C and F and of a parking area located within Open Space F. the construction thereof to be completed by Declarant.

b. The Town shall have the right to enforce any of the terms of this easement and may enter and inspect the Conservation Easement Area in a reasonable manner and at reasonable times, to assure compliance with the terms of this easement, and to assess against

Declarant, its successors and assigns, including the contemplated Homeowners Association, all costs incurred by the Town for such purposes, to the extent such person or party caused the Town to incur such costs.

c. Declarant, its successors and assigns, including the contemplated Homeowners Association, shall have the responsibility to clean and maintain the Conservation Easement Area, as well as to prevent and remove any nuisance in the Conservation Easement Area.

d. No trash of any nature or garbage, sewage, waste, animal manure or other objectionable or offensive material or refuse shall be permitted to be dumped, placed, discharged, stored or burned within the Conservation Easement Area.

e. Ownership of the Conservation Easement Area above described remains and will in perpetuity remain in all respects vested in the Declarant, its successors and assigns, including the contemplated Homeowners Association, and the use and enjoyment of said Conservation Easement Area is retained in perpetuity by and for Declarant, its successors and assigns, including the contemplated Homeowners Association, subject to the provisions of the easement herein granted.

f. If the Conservation Easement Area or any part thereof shall be taken by condemnation, or any other governmental action, this easement shall terminate automatically as to the property taken only so that the Declarant, its heirs, successors and assigns, including the contemplated Homeowners Association, may be as fully compensated for the land so taken as if this easement had never been granted, and remain in full force and effect for that portion of the Easement Area not so taken.

g. The Town agrees to indemnify and defend Declarant, its heirs, successors

and assigns, including the contemplated Homeowners Association, and to save harmless Declarant, its heirs, successors and assigns, against and from claims by or on behalf of any person arising by reason of injury to person or property occurring from the Town's entrance onto, inspection of or use of the Conservation Easement Area, to the extent occasioned by a negligent or intentional act or omission on the part of the Town, its agents, contractors, employees or assigns.

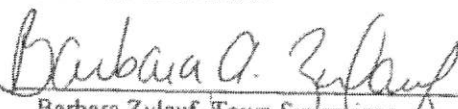
The provisions hereof shall run with the land and be binding upon and inure to the benefit of and shall be enforceable by the parties hereto, their respective heirs, legal representatives, successors and assigns, and the failure of any of them to enforce any provisions herein contained shall not be deemed a waiver of the right to do so hereafter.

IN WITNESS WHEREOF, the parties have duly executed this indenture the day and year first above written.

O'DONNELL & SONS, INC.


By:  ✓
Sean O'Donnell, President

THE TOWN OF BEEKMAN

By:  /
Barbara Zulauf, Town Supervisor

STATE OF NEW YORK)
COUNTY OF Dutchess) ss.:

On the 8th day of August, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Sean O'Donnell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. ✓



Notary Public

ROBERT BOOLUKOS

Notary Public, State of New York

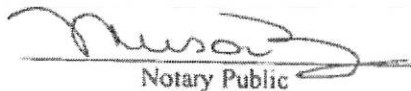
Qualified in Dutchess County

Registration No. 02804711036

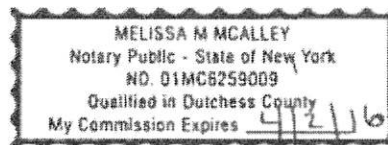
My Commission Expires March 30, 2018

STATE OF NEW YORK)
COUNTY OF) ss.:

On the 12th day of February, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara Zulauf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. ✓



Notary Public



Schedule A Description

Title Number 15-NV-DU-64010

Page 1

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 as Open Spaces A, B, C, D, E and F and together with an Easement for the two circular islands within the cul de sacs of Stone Ridge Road and Halle Court roadway, 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.

RESERVING all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof until such time as the Roads are dedicated to the Town of Beekman.

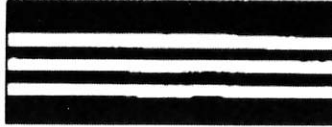
DECLARATION OF CONSERVATION EASEMENT

Section
Block
Lots: Open Spaces A, B, C,  E & F of Stone Ridge Estates
Town of Beekman
County of Dutchess
State of New York

Record and return to:

Robert Boolukos, Esq.
1065 Main Street
Fishkill, New York 12524

SCHEDULE “D”



Dutchess County Clerk Recording Page

Record & Return To

Date Recorded: 9/29/2015
Time Recorded: 2 10 PM

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
Instrument Type: DECLAR

Tax District: Beekman

Examined and Charged As Follows :

Recording Charge: \$210.00
Transfer Tax Amount:
Includes Mansion Tax:
Transfer Tax Number:

Number of Pages: 34

*** 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



0220156188

22/24
110

**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~~

R ~ R
Stenger Robert Davis and Diamond
1136 RH 9
my 12590
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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.

DECLARATION OF COVENANTS
CONDITIONS, AND
RESTRICTIONS

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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.