

DRAFT

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made the ____ day of _____, 2011 by SHEILA WHITE, 34 Gramercy Park, New York New York 10003, (hereinafter the "Declarant").

WHEREAS, the Declarant, owns certain lands in the Town of Putnam, County of Washington and State of New York, which said land is described in the following deed:

Quit Claim Deed from Sheila D. White and John Michael White to Sheila D. White, dated April 28, 1998 and recorded in the Washington County Clerk's Office on May 1, 1998 in Book 801 at Page 254.

WHEREAS, the aforesaid lands are shown and designated as Lots 1 through 7 (herein referred to as the White Subdivision) on a survey map entitled "Proposed Subdivision of the Lands of Sheila White", prepared by Environmental Design Partnership, dated July 29, 2010, last revised _____, and filed in the Washington County Clerk's Office on _____ as Instrument _____ (hereinafter the "Subdivision Map"); and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities of said development and for the maintenance of a common road, and to this end, desires to subject Lots 1-7 on the subdivision map to the covenants, restrictions and easements hereinafter set forth, each and all of which is and for the benefit of said numbered Areas and the owners thereof.

NOW, THEREFORE, the Declarant declares that said Lots 1-7 as shown on the aforesaid Subdivision Map are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth, and the same shall attach to and run with the lands and shall be binding on all parties having any right, title or interest in the described lands or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Owner" shall mean and refer to the record owner of fee simple title to any Lot shown on the Subdivision Map. Every Owner of a particular Lot shall be treated for all purposes as the combined Owner of a particular Lot held, irrespective of whether said ownership is joint, in common, or tenancy by the entirety, and as a result, there shall only be one vote per Lot in those matters requiring a vote of the Owners under this Declaration.

(b) "Lot(s)" shall mean and refer to the Areas of land which are numbered 1-7 on the

Subdivision Map.

(c) "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, and Easements and any amendments hereto.

(d) "Declarant" shall mean and refer to Sheila White, her heirs and assigns.

(e) "Road" shall mean and refer to the private drive on the Subdivision Map which road runs in a northerly direction to Gull Bay Road extension.

ARTICLE II RESTRICTIVE COVENANTS

Section 1. The Lots shall be subject to the following restrictive covenants:

- (a) No trees in excess of 3 inches in diameter shall be cut on any lot other than as reasonably necessary to construct a house, swimming pool, outbuilding, driveway, cart path, deck, and patio or cleared area within ____ feet from the house. Notwithstanding the above, any dead, diseased, damaging or hazardous trees may be removed.
- (b) RESERVED: Tree cutting and removal restriction which would prune the existing vegetation providing limited visibility of the structure(s) from the lake.
- (c) Any new plantings and landscaping on an lot shall be in keeping with and/or complement the character of the surrounding natural landscape. All added plants shall be based on a naturalistic scheme and not be a hazard to the quality of the lake.
- (d) Lots shall be developed only for residential purposes except that residences may be rented for residential use. Residences must be permanent structures, constructed with all building permits and other related approvals required by local authorities having jurisdiction over the lots.
- (e) No satellite dish of any type shall be installed in any Lot so it is visible from Lake George.
- (f) Disposal/dumping rubbish, trash, garbage, etc. on a Lot is not permitted. All such material may be temporarily stored for reasonable periods in containers which are maintained in a sightly, safe and sanitary condition.
- (g) Fertilizers whose use has a negative impact on Lake George are prohibited.
- (h) Temporary or permanent storage of any materials or items on any Lot shall be inside the primary structure or inside an approved outbuilding. This includes but

is not limited to garden equipment, automobile parts, furniture, animal cages, signs, etc.

- (i) No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon that may be or may become a nuisance or annoyance to other property owners.
- (j) Noise generation to be limited relative to time of use (details re time of use TBD) specifically for such machines as chainsaws. The use of gas leaf blowers, gas weed trimmers is prohibited.
- (k) No animals constituting a nuisance shall be kept on the premises. Household pets are permitted so long as their behavior does not constitute a nuisance.
- (l) Each Lot owner shall only install exterior lighting that is down facing and minimizes spill onto any adjacent land.
- (m) RESERVED for a limitation on color scheme for houses which will blend with the natural landscape. RESERVED for architecture.
- (n) Construction, renovation and repair are restricted to weekdays except for emergency repairs.
- (o) No commercial marina will be permitted on any lot. The rental of docks for each lot will be limited to Owners or Renters of property within the White Subdivision.

Section 2. These restrictive covenants shall be binding on the Lot Owners and persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time such covenants shall automatically be extended for successive periods of ten (10) years. These restrictive covenants may be amended by an instrument signed by all of the Lot Owners.

Section 3. The restrictive covenants in this Article are for the benefit of the Declarant, the Lot Owners, their heirs and assigns, all of whom are granted the right to enforce said restrictive covenants. The restrictive covenants in this Article shall attach and run with the land and shall be binding upon the Lot Owners, their heirs and assigns.

ARTICLE III WHITE SUBDIVISION ROAD EASEMENT - USE

Section 1. Each Lot Owner shall have a permanent and perpetual easement and right-of-way over the Road for vehicular and pedestrian ingress and egress; for construction, maintenance and repair of the Road; and for the installation, repair and maintenance of utilities along the Road including but not limited to electric, cable, telephone, water, sewer and gas services. This easement shall be appurtenant to and shall run with the Lots.

Section 2. Each Lot Owner shall take title subject to the easement and right-of-way described in Section 1 of this Article.

Section 3. Each Lot Owner shall not obstruct passage over the Road by parking cars on the Road or otherwise.

ARTICLE IV WHITE SUBDIVISION ROAD -MAINTENANCE

Section 1. The Lot Owners shall share equally on a Lot by Lot basis (1/7per each Lot) the costs and expenses of repairing and maintaining the Road. In the event contributions towards maintenance and repair costs are received from others who are not bound by this Declaration, but use the Road, said contributions shall be applied to the costs and expenses in order to reduce the amount paid by the Lot Owners.

Section 2.

(a) Repair and maintenance of the Road shall include only the following:

(i) Maintaining the Road annually for use, which would include grading and rolling to compact materials;

(ii) Maintaining the Road on a five year basis, which would include crusher run to fill washouts, and grade road and ditches to maintain proper drainage and road crown; and

(iii) Sanding and salting the Road on an as needed basis.

(b) Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, shall not be undertaken except with the express written consent of a majority of the Lot Owners except emergency repairs may be made at the expense of the Lot Owners in order to make the road passable.

(c) Improvements to the Road which would change the character or nature of the Road as a gravel road shall require the express written consent of all the Lot Owners.

Section 3. The Declarant shall designate an agent (hereinafter the "Agent") to contract for and oversee the repairs and maintenance authorized herein. In the event Declarant no longer owns a Lot, the Lot Owners by a majority vote shall designate the Agent.

Section 4. Each Lot Owner shall pay to the Agent such Lot Owners' share of the costs and expenses incurred within fifteen (15) days of receiving a copy of the actual bill for such cost and expenses.

Section 5. The Agent shall furnish to the Lot Owners written reports of maintenance and repairs undertaken, costs and expenses incurred and receipts for the payment of the costs and expenses on or before February 1st of each year for the previous calendar year.

Section 6. Any liability of the Lot Owners for personal injury to the Agent hereunder, or to any worker employed to make repairs under this Declaration, or to third persons, as well as any liability of the Lot Owners for damage to the property of the Agent, or any such worker, or of any third persons, as a result of or arising out of repairs and maintenance under this Declaration, will be borne, as between the Lot Owners in the same percentages as they bear the costs and expenses of such repairs and maintenance. However, the Lot Owners agree to secure one joint policy of insurance in the amount of THREE MILLION DOLLARS (\$3,000,000.00) to cover such liabilities and pay to the Agent such Lot Owner's share of the premium within fifteen (15) days of receiving a copy of the actual bill for such policy.

ARTICLE V GULL BAY ROAD EXTENSION ROAD MAINTENANCE

Section 1. Each Lot Owners shall share equally on a prorata basis (1/24th) with the other property owners that use and are benefitted by Gull Bay Road Extension the ordinary costs and expenses of repairing and maintaining the Gull Bay Road Extension Road. In the event contributions towards maintenance and repair costs are received from others who are not bound by this Declaration, but use the Gull Bay Road Extension Road, said contributions shall be applied to the costs and expenses in order to reduce the amount paid by the Lot Owners.

Section 2. Upon construction to their respective Lot in the White Subdivision each Owner shall contribute _____ dollars which will be held in escrow by Declarant. Such monies will be used to pay for the repair of the Gull Bay Road Extension which was demonstratively the result of such Lot Owner's construction vehicles.

ARTICLE VI REMEDIES

Section 1. The "Declarant, the Lot Owners, and any person or entity to whose benefit this Declaration inures may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the Court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

Section 2. The remedies herein specified are cumulative, and the specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of the Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

**ARTICLE VII
GRANTEES' ACCEPTANCE SUBJECT TO DECLARATION**

Each grantee or purchaser of a Lot, by acceptance of a deed conveying title thereto, whether from the Declarant or from a subsequent Owner of such Lot, shall accept such deed or contract upon and subject to all provisions of this Declaration. By such acceptance, such grantee or purchaser shall for himself, his guests, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, and the Lot Owners to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

**ARTICLE VIII
SEVERABILITY**

Every provision of his Declaration is hereby declared to be independent of, and severable from, every other provision of this Declaration. If any such provision shall be held to be invalid or unenforceable, or not to run with the land, that holding shall be without effect upon the validity, enforceability or running of any other provision of this Declaration.

IN WITNESS WHEREOF, the Declarant have executed this Declaration the day and year first above written.

Sheila White

STATE OF)
) ss:
COUNTY OF)

On the ____ day of _____ in the year 2011 before me, the undersigned, personally appeared SHEILA WHITE, 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 she executed the same in her capacity, and that by h signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public