

**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS**

DECLARANT: **Silo Ridge Ventures, LLC**

DATE OF DECLARATION OF COVENANTS AND RESTRICTIONS:

Record and Return to:

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**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS**

Declaration of Covenants and Restrictions made as of this ____ day of _____, 20____, by Silo Ridge Ventures, LLC, a _____ limited liability company with offices at 5021 Route 44, Amenia, New York 12501 hereinafter referred to as “Developer” or “Declarant” or “Sponsor”.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration of Covenants and Restrictions which Developer desires to develop as a residential community including single family detached Homes and/or Townhouses on an individual Lot, Condominium Units in multiple Condominium developments or other permitted residential developments or any mixture thereto with various common facilities for the benefit of said Community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said Community and for the maintenance of said common facilities; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Community and each Homeowner and Unit Owner thereof; and

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

WHEREAS, Developer has incorporated Silo Ridge Homeowners Association, 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 Developer, for itself and any Successor Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as “covenants and restrictions”) hereinafter set forth.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration of Covenants and Restrictions or any Supplemental Declaration of Covenants and Restrictions shall, unless the context otherwise prohibits, have the meanings set forth below:

1. “Association” – Silo Ridge Homeowners Association, Inc., a Not-for-Profit Corporation organized to own and maintain certain Association Common Area Facilities.
2. “Common Area” or “Association Common Properties” - The land and improvements which are to be conveyed to the Association for the common use, benefit and enjoyment of the Members and such other persons as may be permitted to use the Common Area under the terms of this Declaration of Covenants and Restrictions or any Supplemental Declaration of Covenants and Restrictions.
3. “Association Common Expenses” or “Common Expenses” – The Common Expenses of the operation of the Association.
4. “Association Maintenance Charges” or “Maintenance Charges” - Each Member’s proportionate share of the Common Expenses of the Association.
5. “Association Reserve Fund” - Funds of the Association held in an account that is to be used by the Board of Directors for capital improvements of the Common Area owned by the Association.
6. “Board of Directors” - The governing body of the Homeowners Association responsible for its affairs.
7. “Board of Managers” - The governing body of each Condominium regime that is subject to this Declaration of Covenants and Restrictions or Supplemental Declaration of Covenants and Restrictions and which is responsible for the Condominium’s affairs, if not delegated to the Board of Directors of the Association.
8. “Building” – A structure containing two (2) or more Units in a Condominium regime subject to this Declaration of Covenants and Restrictions or Supplemental Declaration of Covenants and Restrictions.
9. “By-Laws” - The documents governing the operation of the Association.
10. "Certificate" or "Certificate of Incorporation". The certificate of incorporation of the Silo Ridge Homeowners Association, Inc., which has been filed with the Secretary of State of the State of New York, as such certificate may be amended from time to time.

11. "Class A Member" – Each Homeowner of a detached single family Home and/or Townhouse on an individual Lot in the Community.
12. "Class B Member" – Each Condominium Unit Owner of a Unit in a Condominium that is subject to this Declaration and any Supplemental Declaration.
13. "Club" - Silo Ridge Golf and Membership Club, Inc., a New York not-for-profit corporation, which shall own and operate the Club Property. The Club will be privately owned and the Association may not have any impact on its daily operations.
14. "Club Property". The real property owned by the Club or its successors or assigns plus all of the recreational and social facilities constructed thereon, which will be operated by the Club or its successors or assigns and commonly known as the Silo Ridge Golf & Membership Club, including without limitation, the golf course, the golf clubhouse, golf practice facilities, and any other recreational, social or other facilities offered by the Club. THE CLUB PROPERTY IS NOT SUBJECT TO THIS DECLARATION OF COVENANTS AND RESTRICTIONS AND IS NOT COMMON AREA of the Association.
15. "Community", "Development" or "Properties" - As used herein includes Silo Ridge Condominium I, Silo Ridge Homeowners Association and all Subsequent Phases that are or become subject to this Declaration of Covenants and Restrictions.
16. "Condominium" – Any condominium regime that is subject to this Declaration of Covenants and Restrictions or Supplemental Declaration of Covenants and Restrictions and may consist of residential, hotel and club types of Condominiums.
17. "Condominium Common Charges" - Each Condominium Unit Owner's proportionate share of the common expenses of each Condominium that is subject to this Declaration of Covenants and Restrictions in accordance with its Common Interest in the Condominium.
18. "Condominium Documents" – The Declaration of Condominium, Condominium By-Laws, Rules and Regulations, As-Built floor plans and Unit Designation Map of any Condominium subject to the Declaration of Covenants and Restrictions or any Supplemental Declaration of Covenants and Restrictions.
19. "Silo Ridge Condominium I" or "Condominium I" – Silo Ridge Condominium I which will contain the 20 Units and the Common Elements in that Condominium.

20. "Declaration of Condominium" - The instrument by which each Condominium that is subject to this Declaration of Covenants and Restrictions is submitted to the provisions of the Condominium Act, and such instrument as from time to time may be amended, consistent with the provisions of the Condominium Act and of the By-Laws.
21. "Declaration of Covenants, Restrictions, Easements, Charges and Liens" or "Declaration of Covenants and Restrictions" - The instrument to be recorded among the land records of the County Clerk of Dutchess County, New York which will encumber Silo Ridge Condominium I, the Class A Members Homes and Lots, the Common Area of the Association and which may be amended to include any Subsequent Phase property if not encumbered upon the initial recording of this Declaration of Covenants and Restrictions and as said document may from time to time be further amended.
22. "Design Guidelines" – The guidelines and rules published and amended and supplemented from time to time by the Design Review Committee.
23. "Design Review Committee" or "Committee" – The committee formed pursuant to Article IX to maintain the quality and architectural harmony of improvements in the Development.
24. "Director" – One (1) of the individual representatives of the Board of Directors of Silo Ridge Homeowners Association.
25. "Home" or "Homes" - All units of residential housing situated upon the Properties consisting of the Class A Members single family detached Homes and/or Townhouses located on an individual Lot and Residential Units within each Condominium regime subject to this Declaration of Covenants and Restrictions and any Supplemental Declaration of Covenants and Restrictions.
26. "Homeowner" - The Owner of each Home that is subject to this Declaration of Covenants and Restrictions or Supplemental Declaration of Covenants and Restrictions.
27. "Lot" – Any plot, piece or parcel of land intended for single family detached residential use shown on the overall site plan of the Properties as it may be revised. A Lot shall not include the Common Area of the Association.
28. "Member" - Each holder of a membership interest in the Association as set forth in the Declaration of Covenants and Restrictions.
29. "Phase I" - The portion of the Community which will include the twenty (20) Units in Silo Ridge Condominium I and the Common Area of the Association located thereon.

30. "Properties" – All properties currently or subsequently subject to this Declaration of Covenants and Restrictions and any Supplemental Declaration of Covenants and Restrictions as described in Article II of the Declaration of Covenants and Restrictions.
31. "Rules and Regulations" – The Rules and Regulations referred to in Article ___ of this Declaration of Covenants and Restrictions and attached to as Exhibit C of the Declaration of Covenants and Restrictions, as they may be amended, modified, added to or repealed by the Board of Directors as provided for in Article ___, Section __.
32. "Special Assessment" – A Common Expense of the Association that is not included in the monthly Association Maintenance Charges.
33. "Sponsor" or "Developer" or "Declarant" – Silo Ridge Ventures, LLC, a ___ limited liability company, with an address at 5021 Route 44, Amenia, New York and its successors, assignees and designees. '
34. "Subsequent Phases" - The portion of the Community upon which the Developer has the right to construct additional Communities consisting of single family detached Homes and/or Townhouses or Units, residential Condominiums, a Hotel Condominium and a Condominium that includes residential and non-residential units. The overall Community will include a maximum of 245 Units and Homes together unless the Town of Amenia permits additional Homes or Units to be included in the Community. Each Subsequent Phase will be referred to in sequential order (i.e. Phase 2, 3, 4 etc.). Each Subsequent Phase will also include any Homeowners Association Common Area located therein that has not previously been conveyed to the Association.
35. "Successor Developer, Declarant or Sponsor" - Any party or entity to whom Developer assigns any or all of its rights, obligations or interest as Developer in one (1) or more of the Communities that are subject to this Declaration or Supplemental Declaration, as permitted herein. Upon such assignment of Developer's rights, obligations or interest, Developer's rights and obligations under the Declaration as to the Community or Communities that have been assigned will cease and terminate to the extent provided in such assignment, and all such rights and obligations shall be transferred to and assumed by the Successor Developer to the extent provided in such document.
36. "Supplemental Declaration of Covenants and Restrictions" – The Supplemental Declaration of Covenants and Restrictions of Covenants, Restrictions, Easements, Charges and Liens which is to be recorded in the Dutchess County Clerk's Office in order to bring any Subsequent Phase within the scheme of the Declaration of Covenants and Restrictions pursuant to Article II, Section 2.

37. "Unit"- A Condominium Unit as defined in Article 9-B of the Real Property Law of the State of New York and may include residential units, hotel units, club units and any other type of non-residential units.
38. "Unit Owner"- The owner of a Unit in a Condominium subject to this Declaration of Covenants and Restrictions.
39. "Unsold or Untitled Unit" – Any Unit in the Community that is subject to the Declaration of Covenants and Restrictions in which title is retained by the Developer and any Successors Developer until such time as the same has been sold and title conveyed to a third party. It shall not include a Home or Unit which is used for personal occupancy of the Developer, any of its principals or any Successor Developers or their principals.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION OF COVENANTS AND RESTRICTIONS

Section 1. Properties.

The real property which is subject to this Declaration of Covenants and Restrictions is all those plots, pieces or parcels of land situate, lying and being in the Town of Amenia, County of Dutchess and State of New York, being more particularly bounded and described in Exhibit "A" annexed hereto.

Section 2. Additions to the Properties.

The Developer shall have the right, at its sole option, to annex and bring within the scheme of this Declaration of Covenants and Restrictions all or any portion of the Properties located in Subsequent Phases in whatever order Developer desires, in any configuration, in future stages of development so that such property shall become subject to the terms and conditions of this Declaration of Covenants and Restrictions.

The Developer or any Successor Developer, shall not be obligated to bring the proposed additional property within the scheme of this Declaration of Covenants and Restrictions.

The additions authorized under this subsection shall be made by the Developer prior to the conveyance or lease of any Home or Unit within each Subsequent Phase, without the consent of the Association, its Members or any mortgagees, by the recording in the Dutchess County Clerk's Office of a Supplemental Declaration of Covenants and Restrictions of Covenants, Restrictions, Easements, Charges and Liens with respect to each Subsequent Phase, which shall extend the scheme of the covenants, restrictions, easements, charges and liens of this Declaration of Covenants and Restrictions to such additional Properties and Subsequent Phases.

Subject to any municipal approvals and applicable zoning, the Developer shall be permitted to construct any legally permissible type of residential, mixed use, hotel and non-residential community, model type or model mix it so determines in each Subsequent Phase brought within the scheme of this Declaration of Covenants and Restrictions.

Such Supplemental Declaration of Covenants and Restrictions may contain such complimentary additions and modifications of this Declaration of Covenants and Restrictions as may be necessary to reflect the different character, if any, of the added property. Each such Supplemental Declaration of Covenants and Restrictions may revoke, modify or add to the Covenants, Restrictions, Easements, Charges and Liens establishing this Declaration of Covenants and Restrictions within the Properties as is necessary to reflect the different character of the added property.

Upon the filing of a Supplemental Declaration of Covenants and Restrictions and conveyance of a Home or Unit in each Subsequent Phase, the Homeowner or Unit Owner of any such Home or Unit shall become either a Class A or Class B Member of the Association.

In the event Developer elects not to bring any portion of any Subsequent Phase into the Association, the Developer, as well as any Successor Developer of said parcels regardless of whether or not they are a successor, assign or designee of Developer, may still use the roadways in the Development for ingress and egress to such adjacent parcels and tie into any sewer, storm water management, drainage, water and utility lines and facilities in the Development provided the owners of the adjacent parcel pay their pro rata share for maintenance of the roadways and other facilities being utilized by such adjacent parcel.

The provisions of this Article II, Section 2 may not be amended without the written consent of Developer or any Successor Developer.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

The Association will have two (2) classes of Membership as follows:

Class A Member – Each Homeowner of a detached single family Home and/or Townhouse on an individual Lot in the Community.

Class B Member – Each Unit Owner of a Unit in a Condominium that is subject to this Declaration of Covenants and Restrictions and any Supplemental Declaration of Covenants and Restrictions.

Section 2. Voting Rights.

Each Member is entitled to one (1) vote regardless of the number of Homes, Units or Unsold Homes or Unsold Units owned by a Member except as provided for in the election of Directors as described in Article VIII, Section 2 of the By-Laws. When more than one person or entity holds such interest in the membership, the one (1) vote attributable to such membership shall be exercised as such persons mutually determine but not more than one (1) vote may be cast with respect to any such Member. No Member shall split or divide its votes on any motion, resolution or ballot. For the purposes of this section the Developer shall have one (1) vote for all Unsold Homes or Unsold Units

subject to this Declaration of Covenants and Restrictions or Supplemental Declaration of Covenants and Restrictions that the Developer retains.

Section 3. **Transfer of Membership.**

Membership in the Association shall be appurtenant to, and may not be transferred, except in conjunction with the lawful sale or conveyance of a Home or Unit which is subject to this Declaration of Covenants and Restrictions. No Homeowner or Unit Owner shall be permitted to sell or convey the Homeowner's Home or Unit Owner's Unit unless and until the Homeowner or Unit Owner shall have paid in full to the Board of Directors all unpaid Association Maintenance Charges, Special Assessments and other amounts required by the Board of Directors to be paid and assessed by the Board of Directors against such Home or Unit. Upon such sale or conveyance, the seller of such Home or Unit shall relinquish the Homeowner's or Unit Owner's membership in the Association and the purchaser of such Home or Unit shall automatically become a Class A or Class B Member, subject to this Declaration of Covenants and Restrictions, the By-Laws and the Rules and Regulations.

ARTICLE IV. **PROPERTY RIGHTS IN THE PROPERTIES**

Section 1. **Members' Easement of Enjoyment.**

Subject to the provisions of Section 5, every Member and its lessees, licensees and occupants of Homes or Units, and their respective family members and guests shall have a right and easement of enjoyment in and to the Properties encumbered by this Declaration of Covenants and Restrictions and any Supplemental Declaration of Covenants and Restrictions and such easement shall be appurtenant to and shall pass with the title to every Home or Unit.

Except as otherwise specifically provided in this Declaration of Covenants and Restrictions, the By-Laws or the Rules and Regulations promulgated by the Board of Directors, the Board of Directors may not impose any limitations upon the use of the Common Areas by Members and lessees and occupants of Homes or Units, and their respective family members.

Section 2. **Title to Common Areas**

Prior to conveyance of title to the first Home or Unit on the Properties, the Developer shall convey to the Association legal title to the Common Area subject, however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Properties and the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the Development and Properties, the Common Areas shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

Section 3. **Additions to Common Area**

In the event Developer exercises the option set forth in Article II, Section 2 of this Declaration of Covenants and Restrictions to bring Subsequent Phases within the scheme of this Declaration of Covenants and Restrictions, it shall also have the right but not the obligation to construct additional Common Area improvements where it is so desired and to convey such land and facilities to the Association.

Section 4. **Disrepair of Homes**

In the event a Class A Member of any Home on the Properties shall fail to repair and/or maintain the Home and Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, including but not limited to the situation where such maintenance and/or repair functions are not otherwise directed by the provisions of this Declaration of Covenants and Restrictions to be performed by the Association, upon direction of the Board of Directors, it shall have the right, through its agents and employees, upon ten (10) days written notice or written or oral notice of a shorter duration in the event of an emergency situation to enter upon the Home and Lot and to repair, maintain and restore the Home, Lot and any other improvements erected thereon or to take whatever legal action it may deem necessary. The cost of such maintenance and/or repair shall be added to and become part of the Association Maintenance Charges to which such Home is subject. In the event the Homeowner fails to make prompt payment of additional Association Maintenance Charges for the cost of such maintenance and/or repair, the Board of Directors shall be entitled to bring suit thereon and, in such event, the Homeowner shall be liable for reasonable attorneys' fees and the cost of such suit or proceeding together with interest on all sums due.

Section 5. **Club Property**

The Club Property and facilities located thereon will be privately owned and operated by the Club and are not a part of the Common Area hereunder. The Members of the Association are not guaranteed any membership and/or any of the rights in the Club Property and/or any facilities located thereon that are associated with such membership.

The Association shall not be permitted to make any decisions on the overall Properties that will have any impact on the operation, repair, maintenance and/or replacement of the Club Property or any of the facilities located thereon.

ARTICLE V. **DEVELOPMENT OF PHASE I AND SUBSEQUENT PHASES**

Section 1. **Phase I.**

The portion of the Properties in which the Developer intends to build twenty (20) Units in Silo Ridge Condominium I, also known as Silo Ridge Phase I.

Section 2. **Subsequent Phases.**

The portion of the Community upon which the Developer has the right to construct additional Communities consisting of single family detached Homes, residential Condominiums, a Hotel Condominium and a Condominium that includes residential and non-residential units. The overall Community will include a maximum of 245 Units and Homes together unless the Town of Amenia permits additional Homes or Units to be included in the Community. Each Subsequent Phase will be referred to in sequential order (i.e. Phase 2, 3, 4 etc.). Each Subsequent Phase will also include any Homeowners Association Common Area located therein that has not previously been conveyed to the Association.

ARTICLE VI. **EASEMENTS**

Section 1. **General Easements.**

The following easements, licenses, rights, privileges and obligations shall benefit and burden the Properties, the Developer, the Association and all Homeowners and Unit Owners of Homes and Units subject to this Declaration of Covenants and Restrictions and their occupants, residents, family members, tenants, licensees, guests and employees:

- (a) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under, upon and across the streets, roads, and all walks in the Properties for all purposes.
- (b) Rights to connect with maintain and make use of common utility lines, wires, pipes, conduits, cable television lines, sewers, storm water management, and drainage lines and facilities which may from time to time be in or along the streets and roads or other areas of the Properties, in such locations and subject to such requirements as shall be prescribed from time to time by the Association and the utility providers.
- (c) The right of the Board of Directors to promulgate Rules and Regulations for the use and enjoyment and operation and management of the Common Area and Development as provided in the Rules and Regulations of the Association.
- (d) The right of the Board of Directors, as provided in its By-Laws to suspend the enjoyment rights of any Member for a period during which any Association Maintenance Charge are delinquent. Notwithstanding this provision the Board of Directors shall not be permitted to prohibit ingress and egress in, over and through the Properties to prohibit access to a Home or Unit by a Homeowner or Unit Owner and the Homeowner's or Unit Owner's occupants, family members, residents, tenants, licenses, guests, employees and/or any person needing access to a Home or Unit located thereon.

- (e) The obligation of every Member to abide by the terms of the By-Laws and the Rules and Regulations promulgated by the Board of Directors regarding the Properties and Common Area.
- (f) The right of the respective utility company, sewage works corporation, and water works corporation, to enter upon and through the Properties for the purpose of installation, maintenance and inspection of facilities, lines and appurtenances for water, sewer, storm water management, drainage, cable television, electric, gas and any other utilities.
- (g) The right of the Association and any utility company, sewage works corporation, and water works corporation to enter upon and through the Properties for the purpose of reading any electric, gas, water or other utility meter.
- (h) The right of the Developer and the Board of Directors of the Association to grant such additional electric, gas, water, sewer, storm water management, drainage, cable or other utility easements or to relocate any existing utility easement in any portion of the Development as the Board of Directors of the Association shall deem necessary or desirable for the proper operation and maintenance of the Association, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Home or Unit located thereon for its permitted purposes. Any utility company, sewage works corporation, and water works corporation and their employees and agents shall have the right of access to any Home located thereon and/or other areas of the Properties in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Home or Unit located thereon for its permitted purposes by the Homeowner or Unit Owner and the Homeowner's or Unit Owner's occupants, residents, and family members and any Homeowner's or Unit Owner's tenants or licensees and their respective family members.
- (i) The Board of Directors, Managing Agent, if any, manager or employee of the Association and any other person authorized by any of the foregoing, shall have, and the Properties shall be subject to, an easement in, to and through the Properties or any portion thereof in favor of the foregoing persons, (i) to operate, maintain, repair, alter, rebuild, restore and replace the Common Area including, without limitation, the maintenance of any sign identifying the Association located at the entrance thereto and any advertising and/or directional signs and (ii) to perform any of their respective duties in accordance with this Declaration of Covenants and

Restrictions By-Laws and/or the Rules and Regulations of the Association.

- (j) Each Homeowner and Unit Owner hereby grants a right of access to the Developer to the Homeowner's Home and Lot and the Unit Owner's Unit or their designee, assignee and/or successor and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed or to be performed by or on behalf of Developer with respect to any Homes, Units, the Common Area and common elements of each Condominium or other legally permissible community that is subject to this Declaration of Covenants and Restrictions and any Supplemental Declaration of Covenants and Restrictions.
- (k) Any easements granted to the Developer, the Board of Directors of the Association, or any Homeowner under this Declaration of Covenants and Restrictions and the By-Laws may be exercised by the employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, tenants, members, and visitors, of the Developer Association or Homeowner as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Developer, Homeowner or the Board of Directors of the Association.
- (l) Any easements shown on the site plan(s) of the Community approved under the Town Approvals (as hereinafter defined in Article XII, Section 8 of this Declaration of Covenants and Restrictions), any Condominium unit designation map, and/or any subdivisions map(s) of the Properties filed in the Dutchess County Clerk's office.
- (m) Any declaration, covenants, restrictions, easements and/or rights of way recorded or to be recorded in the Dutchess County Clerk's office applicable to this Development, including without limitation, the following:
 - (1) Water Easement Agreement between Developer and [the water works corporation to be formed], dated _____;
 - (2) Sewer Easement Agreement between Developer and [the sewage works corporation to be formed], dated _____;
 - (3) Storm Water Management Facilities Easement Agreement between Developer and the Town of Amenia, dated _____;
- (n) The right of the Board of Directors to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility,

sewage works corporation, or water works corporation for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members and their mortgagees entitled to cast fifty-one (51%) percent of the eligible votes has been recorded agreeing to such dedication, transfer, purpose or condition and unless written notice of the action is sent to every Member at least ninety (90) days in advance of any action taken.

- (o) The terms of the By-Laws and any Rules and Regulations promulgated by the Board of Directors regarding the Properties.
- (p) The right of the Developer and the Board of Directors to record any declaration, covenants, restrictions, easements, charges, liens and/or rights of way required by the Town of Amenia or other municipality or municipal agency.
- (q) The Conservation Easement granted to Dutchess Land Conservancy, Inc., and dated _____ (the "Conservation Easement").

Section 2. **Reservation of Easements to Developer.**

- (a) Developer reserves the easements, licenses, rights, privileges and right-of-way in, through, over, under, upon and across all portions of the Properties for the purpose of construction and any required maintenance of the Condominiums, all Buildings, Homes or Units, all infrastructure (including stormwater management and drainage facilities), and any other improvements to be developed in all Phases of the Development. Developer further reserves the easements, licenses, rights, privileges and right-of-way in, through, over, under, upon and across all portions of the Properties for the purpose of construction and any required repair, maintenance or replacement of any other property that is retained by the Developer. Developer reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under, upon and across the Properties, for the purpose of completing all construction and work under Article V of this Declaration of Covenants and Restrictions and the development of all Phases of the Development, if brought within the scheme of this Declaration of Covenants and Restrictions and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over, upon and across the Properties, for the installation, maintenance and inspection of facilities, lines and appurtenances for public or private water, sewer, storm water management, drainage, cable television, electric, gas

and other utilities and for any other materials, services of any construction necessary for the completion of the work. Developer also reserves the right to connect with, maintain and make use of the facilities, lines and appurtenances for public or private water, sewer, storm water management, drainage, cable television, electric, gas and other utilities which may from time-to-time be in or along the streets and roads or other areas of the Properties for all purposes. Developer shall also have a right of ingress and egress to each Home, Lot, Unit and any Building on the Properties for the purpose of connecting with any and all lines, pipes or any other materials or services necessary for any utilities to each Home, Lot, Unit and Building. In addition, Developer, and any Selling Agent retained by Developer, reserves the right to continue to use the Properties and any sales offices, maintenance building, any recreational facilities, model Homes or Units, Unsold Homes or Units, signs, and parking spaces located on the Properties in its efforts to market or lease Homes or Units constructed on the Properties for so long as there are any Unsold Homes or Unsold Units remaining in the Development. Developer further reserves the right to use any facility located in the Properties, as its sales office or business office so long as there are any Unsold Homes or Unsold Units remaining in the Development. Developer further reserves an easement to place signs upon the Properties for any other properties or development the Developer, any Successor Developer may be involved in for as long as the Development is in existence. Developer further reserves the right to maintain upon the Properties such facilities as may be required, convenient or incidental for the completion of its work under Article V of this Declaration of Covenants and Restrictions including, without limitation, a business office, storage area, construction trailers, construction equipment and supplies, for so long as there are any Unsold Homes or Unsold Units remaining in the Development.

- (b) The right of the Developer to use the Properties and any recreational facilities that may be located thereon or to permit the Properties or any recreational facilities to be used by Developer's designee or any prospective purchaser of a Home or Unit or any tenants of Unsold Homes or Unsold Units, without charge, in accordance with and subject to this Declaration of Covenants and Restrictions, the By-Laws and any Rules and Regulations promulgated by the Board of Directors. In addition, Developer shall have the right, at any time when there shall be any Unsold Homes or Unsold Units on the Properties, as well as any Unsold Homes or Unsold Units in any Subsequent Phase should Subsequent Phases be brought within the scheme of this Declaration of Covenants and Restrictions, to use the Properties, and any recreational facilities located on the Properties, without charge, for exhibitions or other promotional functions with respect to Developer's sales programs, in accordance with and

subject to this Declaration of Covenants and Restrictions, the By-Laws, and the Rules and Regulations. Developer shall also have the right to operate and utilize as an office any Home, Unit or other facility located in the Community until such time as the last Home or Unit in the Community is sold and closed by the Developer.

The provisions of Article VI, Section 2 may not be amended without the written consent of the Developer or any Successor Developer.

Section 3. Easement for Emergency Access.

The Properties shall be subject to an easement of ingress and egress over and through the Properties for the benefit of all emergency vehicles and personnel including but not limited to police, fire and medical vehicles and personnel (the "Emergency Access Easement").

Section 4. Rights of Access in Favor of the Association.

Each Homeowner and any Unit Owner shall afford to the Association, any Managing Agent and/or any other person authorized by any of the foregoing a right of access to the Homeowner's Home and Lot and Unit Owner's Unit on reasonable notice at reasonable hours, on any day except Sundays and holidays (except that in an emergency situation such limitations of days and such notice need not be given) for the purposes of: (a) making inspections of, or removing violations noted or issued by any governmental authority against any Home or Lot or Unit; (b) curing defaults hereunder, or violations of any Rules and Regulations promulgated by the Board of Directors and committed by such Homeowner or Unit Owner or tenant, lessee, licensee, employee and or occupant of the Homeowner's Home or Unit Owner's Unit; (c) correcting any conditions originating in or on the Homeowner's Home or Lot or Unit Owner's Unit and threatening another Home, Lot, Unit, the Common Area, the Common Elements of all Condominium regimes or common facilities of any other legally permissible communities subject to and encumbered by this Declaration of Covenants and Restrictions or Supplemental Declaration of Covenants and Restrictions;; (d) installing, operating, maintaining, repairing, altering, rebuilding, restoring and/or replacing any mechanical equipment, personal property and fixtures located in, over, under, through adjacent to, or upon a Homeowner's Home, a Unit, any Condominium subject to this Declaration of Covenants and Restrictions or Supplemental Declaration of Covenants and Restrictions that services or is necessary for the operation of the Association including without limitation all systems, apparatus, mechanisms, devices, machinery, motors, pumps, controls, tanks, tank assemblies, installations, shut off valves, other valves, panels, relays, electric distribution facilities, wiring, wireways, switches, circuit breakers, transformers, fittings, lighting fixtures, other fixtures, bulbs, signs, meters, meter assemblies, pipelines, conduits, cables, shafts, pits, traps, fences, storm drains, drains, catch basins and fitters; and (e) for the purposes of performing any work required by the Association under this Declaration of Covenants and Restrictions, any Supplemental Declaration of Covenants and Restrictions or the By-Laws of the Association..

Section 5. **Encroachments on Common Area**

Developer has the right to construct any portion of any roadway, walkway, parking area, driveway, water, sewer, storm water management drainage lines, water, electric, gas and any other utility lines and facilities, meters, sprinkler system, fences, light standards, guardrails, building or any other structure so that they encroach on the Common Area. In the event that any portion of any roadway, walkway, parking area, driveway, water, sewer, storm water management drainage, electric, gas and any other utility lines and facilities, meters, sprinkler system, fences, light standards, guardrails, building, any other structure or any facility required to comply with municipal requirements as originally constructed by Developer encroaches on the Common Area, it shall be deemed that the Association has granted a perpetual easement to the Homeowner, Unit Owner or the Association, as the case may be, for continuing maintenance and use of such encroaching roadway, walkway, driveway, parking area, water, sewer, storm water management, drainage, electric, gas and any other utility lines and facilities, meters, sprinkler system, guardrails, building, structure or any facility required to comply with municipal requirements. The foregoing shall also apply to any replacements of any such roadway, walkway, driveway, parking area, water lines, water, electric, gas and any other utility meters, sewer lines, drainage lines, utility lines, sprinkler system, guardrails, building, structure or any facility required to comply with municipal requirements if same are constructed in substantial conformance to the original. The encroachment for sewer, water, storm water management, drainage and other utility lines and facilities shall also apply to any of the same which may run under or through a Home, a Unit or a Building. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration of Covenants and Restrictions.

Section 6. **Easement for Signs.**

Developer shall have an easement over or to the Common Area as may, at any time, be required without the necessity of the consent of the Board of Directors, or joinder therein, by the Homeowners, Unit Owners or any mortgagee to erect and maintain signs and other promotional materials (including, without limitation, "For Sale", and "For Rent" signs), in connection with the promotion, sale, leasing, management, or operation of the Association, any Condominium subject to this Declaration of Covenants and Restrictions or any Supplemental Declaration of Covenants and Restrictions, the Clubhouse, the Clubhouse Facilities, the golf course and any other property, development or community the Developer or any Successor Developer prescribe for the life of the Association.

Section 7. **Easement for Club Property Owner**

The owner of the Club Property shall have easements, licenses, rights, privileges and a right-of-way for ingress and egress in, through, over, under, upon and across all portions of the Properties for all purposes, including without limitation, for any construction of or repair, maintenance or replacement of or to the Club Property and towards this end,

reserves the right to grant and reserve easements and rights-of-way in, through, under, over, upon and across the Properties, for the installation, maintenance and inspection of facilities, lines and appurtenances for public or private water, sewer, storm water management, drainage, cable television, electric, gas and other utilities and for any other materials, services of any construction, repair, maintenance and/or replacement to any portion of the Club Property. The Club Property owner also shall have the right to connect with, maintain and make use of the common facilities, lines and appurtenances for public or private water, sewer, storm water management, drainage, cable television, electric, gas and other utilities which may from time-to-time be in or along the streets and roads or other areas of the Properties. The owner of the Club Property and its employees, contractors, sub-contractors, delivery people, service people and any other persons providing any type of service to the Club Property shall have a easement of ingress and egress over the roads and walkways of the Properties for access to the Club Property. In addition all members of the Club and their guests shall have a right of ingress and egress in, over and through the roads and walkways of the Properties for access to the Club Property. All such easements, licenses, rights, privileges and rights-of-way are hereinafter collectively referred to as the "Club Easements."

Section 8. **Future Easements.**

Developer shall retain the right, so long as there are any Unsold Homes or Unsold Units on the Properties, to place any easements in, to or under the Properties which Developer shall deem necessary for the health, safety and benefit of the Association and its Members or required by any municipality and/or governmental agency.

The Board of Directors shall retain the right, so long as there are any Unsold Homes or Unsold Units on the Properties, to place any easements in, to or under the Properties which Board of Directors shall deem necessary for the health, safety and benefit of the Association and its Members or required by any municipality and/or governmental agency.

Section 9. **Public Easements**

The general public shall have an easement in, through, over, under, upon and across any Association Property necessary to provide access to and use of the scenic overlook area (the "Artisan's Park Overlook") located within the Common Area (the "Public Access Easement"). The Public Access Easement shall not be made subordinate to any mortgage or lien now or hereafter encumbering the Properties.

ARTICLE VII. **MAINTENANCE AND OTHER OBLIGATIONS**

Section 1. **General.**

The Association shall be responsible for maintenance, repair and replacement of the Common Area of the Association including but not limited to the following:

- (a) Maintenance, repair and replacement (if necessary) of the Common Area owned by the Association;
- (b) Snow removal for the roadways and walkways that are part of the Common Area of the Association;
- (c) Landscape maintenance of the Common Area;
- (d) Repair, maintenance and replacement (if necessary) of any irrigation system located within the Common Area;
- (e) The payment of any taxes or any other municipal fees on the Common Area (if any) and payment of insurance on the Common Area; and
- (f) Any other Association Common Expenses necessary for the operation, function, health and safety of the Association and its Members.

The Association shall also be responsible to pay all Common Expenses for the above services from the Association Maintenance Charges received from its Members.

Section 2. Class A Member's Maintenance Obligations.

Each Class A Member will be solely responsible for the maintenance, repair and replacement of all portions of the Class A Member's Home and Lot, including but not limited to the following:

- (a) Snow removal and maintenance, repair and replacement of any road, driveway, sidewalk, pathway or walkway located within each Class A Member's Lot.
- (b) Maintenance, repair and replacement to all interior and exterior portions of any Class A Member's Home.
- (c) Maintenance, repair and replacement of all interior and exterior portions of the Class A Member's Home and Lot including, but not limited to any patio, balcony, terrace, swimming pool and any free standing structures.
- (d) Maintenance, repair and replacement of all landscaping and any irrigation system on the Class A Member's Lot.
- (e) Maintenance, repair and replacement of all drainage systems located on the Class A Member's Lot.

- (f) Maintenance, repair and replacement to any individual sanitary disposal systems, pipes and wires located on the Class A Member's Lot.
- (g) Maintenance, repair and replacement of any fence located on a Class A Members Lot.

Section 3. Disrepair of Class A Members Homes

In the event a Class A Member shall fail to maintain the Class A Member's Home or Lot and any improvements situated thereon in a manner unsatisfactory to the Board of Directors of the Association, including but not limited to the situation where such maintenance, repair and replacement functions are not otherwise directed by the provisions of this Declaration of Covenants and Restrictions to be performed by the Association, upon direction of the Board of Directors, it shall have the right, through its agents and employees to enter upon the Class A Member's Home and Lot and repair, maintain and restore the Home and Lot and any other improvements erected thereon or to take whatever legal action it may deem necessary. The cost of such maintenance, repair and replacement, including any legal fees necessary to enforce the above, shall be added to and become part of the Maintenance Charges of the respective Class A Member.

Section 4. Class B Members

Class B Members shall be responsible for the repair, maintenance and replacement of their Unit as provided for in the respective Declaration of Condominium and Condominium By-Laws of the Condominium the Class B Member's Unit is subject to.

ARTICLE VIII. COVENANT FOR ASSOCIATION MAINTENANCE CHARGES

Section 1. Creation of the Lien and Personal Obligation.

The Developer, for each Unsold Home and Unsold Unit then subject to this Declaration of Covenants and Restrictions owned by it within the Properties, hereby covenants and each Homeowner and Unit Owner of a Home or Unit by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association such Association Maintenance Charges and Special Assessments as are fixed by the Association's Board of Directors and assessed to the Members as hereinafter provided. All Association Maintenance Charges and/or Special Assessments assessed by the Association but unpaid, together with such interest thereon and the cost of collection thereof as is hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Home or Unit owned by such Member against which each such Association Maintenance Charge is made. Each such Association Maintenance Charge and/or Special Assessment together with interest thereon and cost of collection thereof, as hereinafter provided shall be a personal obligation of the person who was the Member

who owned such Home or Unit at the time when the Association Maintenance Charges and/or Special Assessments fell due.

Section 2. **Purpose of the Assessment.**

The Association Maintenance Charges and/or Special Assessments levied by the Association shall be used for Common Expenses and for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties as a Development and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area without limiting the foregoing, the obligations contained in Article VII of this Declaration of Covenants and Restrictions.

Section 3. **Common Expenses.**

The Association's Board of Directors shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Association ("Association Common Expenses") and shall send a copy of the budget and any supplement to the budget to each Member prior to assessing the Members thereon. The Board of Directors shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board of Directors. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by the Members as follows:

Each Member shall pay a portion of the Association Maintenance Charges, the numerator of which shall be equal to the number of Homes and Units owned by the Member) and the denominator of which shall be equal to the number of Homes or Units in all Phases then subject to this Declaration of Covenants and Restrictions or any Supplemental Declaration of Covenants and Restrictions, whether or not the Home or Unit has been built. The Developer's obligation for such Association Maintenance Charges on Unsold Homes or Units then subject to this Declaration of Covenants and Restrictions will be limited to the difference between the actual operating costs of the Association, including Reserves, and the Association Maintenance Charges levied on the Members who have Closed Title on their Homes or Units ("Deficiency Contribution") in all Phases then subject to this Declaration of Covenants and Restrictions. At such time as a Supplemental Declaration of Covenants and Restrictions bringing any Subsequent Phase into the Association is recorded in the Dutchess County Clerk's Office the Developer's obligation for such Association Maintenance Charges on Unsold Homes or Units will be limited to the difference between the actual operating costs of the Association, including Reserves, and the Association Maintenance Charges levied on the Members who have closed title to their Home or Unit in those Phases of the Community then subject to this Declaration of Covenants and Restrictions. The Maintenance Charges paid by Members who have closed title to their Home or Unit are to be based on the Common Expense applicable to fully completed improvements whether they are completed or not and any other Common Expenses required by the Association, applicable to Homes or Units and Unsold Homes or Unsold Units, built or un-built, then

subject to this Declaration of Covenants and Restrictions (“Full Association Maintenance Charges”). In no event, however, will the Developer be required to make a Deficiency Contribution in an amount greater than it would otherwise be liable for if it were paying Full Association Maintenance Charges on Unsold Homes or Units for the Unsold Homes or Units, built or un-built, in all Phases then subject to this Declaration of Covenants and Restrictions (“Maximum Deficiency Contribution”). In the event the Association Common Expenses exceed the amount contributed by the Members who have closed title to their Home or Unit plus the Maximum Deficiency Contribution from the Developer, the additional Association Maintenance Charges are to be pro-rated equally among the Members who have closed title to their Home or Unit and the Unsold Homes or Unsold Units still owned by the Developer in all Phases then subject to this Declaration of Covenants and Restrictions. The amount of any Deficiency Contribution on the part of the Developer shall not include uncollected Association Maintenance Charges from Members. Surplus funds in the Association budget from prior years, except Reserve Funds, shall first be applied against any Deficiency Contribution of the Developer. Any balance thereafter shall be credited to the contingency line item on the Association budget. The sum due the Association from each individual Member shall constitute an Association Maintenance Charge of the Association and unpaid Association Maintenance Charges shall constitute liens on the individual Homes or Units of each Member and the personal obligation of the Member who owns such Home or Unit subject to foreclosure as hereinafter provided. In the event the monthly Association Maintenance Charges are not sufficient to cover the Common Expenses of the Association, the Board of Directors will have the right to increase the Association Maintenance Charges or impose a Special Assessment upon the Members.

Section 4. **Due Dates; Duties of the Board of Directors.**

All Association Maintenance Charges shall be payable monthly in advance or in such other manner as may be determined by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the Association Maintenance Charges against each Member and shall prepare a roster of the Members and Association Maintenance Charges applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member or a mortgagee of a Home or Unit owned by such Member, the Board of Directors shall promptly furnish such Member or the mortgagee with a written statement of the unpaid Maintenance Charges due from such Member.

Section 5. **Effect of Non-Payment of Maintenance Charges, The Personal Obligation of the Member; The Lien, Remedies of the Association.**

If an Association Maintenance Charge or any Special Assessment assessed against a Member is not paid on the date when due, as fixed by the Board of Directors, then such Association Maintenance Charge and/or Special Assessment shall become delinquent and the Board of Directors shall notify the Member and may thereafter place a lien on the Home or Unit that is owned by the Member. Such delinquency shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Member’s Home or Unit which shall bind such property in the

hands of the Member, the Member's heirs, devisees, personal representatives and/or assigns. Such lien shall have priority over all other liens except: (a) tax or assessment liens on the Home or Unit by the taxing subdivision of any governmental authority, including but not limited to State, County, Village and School District taxing agencies; (b) all sums unpaid on any first mortgage of record encumbering the Home; and (c) all unpaid Condominium Common Charges of any Condominium regime that is subject to this Declaration of Covenants and Restrictions or any Supplemental Declaration of Covenants and Restrictions. The personal obligation of the Member who was the Member of the Home or the Unit when the Association Maintenance Charge fell due to pay such Association Maintenance Charge, however, shall remain said Member's personal obligation for the statutory period and shall not pass to the Member's successors in title unless expressly assumed by them.

In the event any Member fails to make payment of an Association Maintenance Charge and/or Special Assessment assessed against their Home or Unit when due, the Member shall be obligated to pay (a) a "late charge" of \$.15 for each \$1.00 of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board of Directors or by any Managing Agent in any proceeding brought to collect such unpaid Association Maintenance Charge or any Special Assessment including but not limited to an action to foreclose the lien on such Member's Home or Unit arising from said unpaid Association Maintenance Charge or any Special Assessment in the manner permitted by applicable law and any and all costs associated with the filing of a lien against the Home or Unit.

In addition, in the event of a default in payment of Association Maintenance Charge assessments by any Member, the Board of Directors, at its sole option, may declare the Association Maintenance Charge assessment on said Member's Home or Unit for the balance of the fiscal year immediately due and payable. Prior to making any such Declaration of Covenants and Restrictions following a default, the Board of Directors shall send notice to the delinquent Member and the mortgagee, if any, of such Home or Unit giving the Member and the mortgagee, if any, of such Home or Unit a five (5) day grace period in which to make the late payment.

In addition to the Board of Director's right to bring an action to foreclose a lien on a Member's Home or Unit, the Board of Directors (on behalf of the Members) shall have the right to bring suit to recover a money judgment for unpaid Association Maintenance Charges or any Special Assessment at the option of the Board of Directors, without foreclosing or waiving the lien securing such charges.

All such "late charges", interest and expenses shall be added to and shall constitute additional Association Maintenance Charges or any Special Assessment payable by such Member.

If a Member shall be in default in the payment of the Association Maintenance Charges and/or Special Assessments assessed against such Member's Home or Unit, and fails to cure such default within five (5) days after receipt of written notice from the

Board of Directors, the Board of Directors, in its sole discretion, shall have the option to prohibit all privileges of the Association by such Member and any tenant, lessee, licensee or occupant, and the respective family members, guests and invitees of the foregoing, and until such Member is reinstated in good standing in the Association, to take such other legal action as may be permitted by applicable law, this Declaration of Covenants and Restrictions, the Rules and Regulations and the By-Laws. Any Member so in default shall also lose all voting privileges, be ineligible to be considered for membership to the Board of Directors and, if on the Board of Directors, shall be suspended thereto until such time as all Association Maintenance Charges, together with late charges, interest and expenses, if any, are paid to the Association. Notwithstanding, the Board of Directors shall not be permitted to prohibit ingress and egress to the Member's Home or Unit through the Properties.

Notwithstanding any other provision in this Declaration of Covenants and Restrictions or the Association By-Laws any mortgagee of an Institutional Mortgage as defined herein who obtains title to a Home or Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Member's unpaid Association Maintenance Charges and/or Special Assessments accrued before acquisition of the title to the Home or Unit by the mortgagee unless otherwise provided by law. If the Association's lien priority includes costs of collecting unpaid Association Maintenance Charges and/or Special Assessments, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Association Maintenance Charges and/or Special Assessments. The unpaid balance of such Association Maintenance Charges and/or Special Assessments that may be waived will be charged to all other Members as an Association Common Expense. Upon acquiring title to a Home such holder of an Institutional Mortgage; its successors and assigns shall be liable for all Association Maintenance Charges and Special Assessments due and payable thereafter. The term "Institutional Mortgage" herein used shall mean a first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Developer, its successor, designee or assignee to a purchaser of a Home or Unit or in which the Developer, its successor, designee or assignee participates with one of the above.

In the event of a foreclosure sale of a Unit or Home by a mortgagee of the Home or Unit owned by the Member or by the Board of Directors of its lien on any Home or Unit owned by the Member for unpaid Association Maintenance Charges or any Special Assessment, if the net proceeds of the foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred therewith) shall be insufficient for the payment of such Association unpaid Association Maintenance Charges or any Special Assessment, or if a Home or Unit is acquired by a mortgagee or purchaser in foreclosure, the Member who was the owner of such Home or Unit prior to foreclosure sale shall remain liable for the payment of all unpaid Association Maintenance Charges or any Special Assessment which accrued prior to such sale.

ARTICLE IX. DESIGN REVIEW COMMITTEE

The Association shall establish a Design Review Committee, which will be responsible for the establishment and administration of Design Guidelines contained in Exhibit "D" of this Declaration of Covenants and Restrictions to facilitate the purposes and intent of this Declaration of Covenants and Restrictions. The Committee may amend, repeal and augment the Design Guidelines from time to time, in the Committee's sole discretion. The Design Guidelines will be binding on the Homes of the Class A Members, the Units of the Class B Members and the Board of Managers of the Condominiums subject to this Declaration of Covenants and Restrictions and any Supplemental Declaration of Covenants and Restrictions and all other persons governed by this Declaration of Covenants and Restrictions.

ARTICLE X. INSURANCE

Section 1. Common Areas

- (a) The Board of Directors of the Association shall be required to obtain and maintain, to the extent obtainable and to the extent determined by the Board of Directors of the Association to be appropriate, the following insurance: (i) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring any Building owned by the Association, including contents therein, in an amount equal to the full replacement value of any Building owned by the Association; (ii) workers' compensation and New York State disability benefits insurance for any employees; (iii) fidelity insurance covering all officers, Directors of the Board of Directors and employees of the Association and of the managing agent or agents who handle funds of the Association; (iv) directors' and officers' errors and omissions insurance; and (v) such other insurance as the Board of Directors of the Association may determine. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a Common Maintenance Expense and shall be borne by the Members as part of their Maintenance Charges.
- (b) The Board of Directors of the Association shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Common Areas and in such limits as the Board of Directors of the Association may from time to time determine, covering (i) the Board of Directors of the Association, any managing agent appointed by the Board of Directors of the Association, each Director on the Board of Directors of the Association and each Association Member and any occupant and family member.
- (c) The Board of Directors shall not be prohibited from carrying additional insurance, including insurance required to comply with the requests, guidelines and/or requirements of any major participant in

the secondary market for mortgages, including but not limited to the Federal National Mortgage Association (“Fannie Mae”), the Federal Home Loan Mortgage Corporation (“Freddie Mac), the Veterans Administration (“VA”) and/or any State or Local Funding Agencies.

Section 2. **Class A Member’s Homes**

Each Class A Member shall be required to obtain and maintain adequate insurance of the Class A Member’s Home and Lot which shall insure the Home for its full replacement value with no deductions for depreciation against loss by fire or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work and shall be for a policy that insures both the interior and exterior portions of the Home and is issued by an insurance company authorized to do business in the State of New York. Each Class A Member shall be required to provide the Board of Directors of the Association on an annual basis with evidence of insurance coverage on the Class A Member’s Home which complies with the provisions of this Section in the form of a Certificate of Insurance Loss Payee clause or other evidence required by the Board of Directors.

A) **Adequate Insurance Not Obtained.**

If the insurance provided under this Section has not otherwise been adequately obtained by a Class A Member, as determined by the Board of Directors of the Association, then the Board of Directors of the Association may obtain such insurance coverage on behalf of the Class A Member. Such insurance shall be sufficient to cover the full replacement cost or necessary repair or reconstruction work. The purpose of such insurance will be to protect, preserve and provide for the continued maintenance and support of separately owned Homes. Insurance obtained by the Board of Directors of the Association shall be written in the name of the Association as Trustee for the benefit of the applicable Class A Member or in such other manner as recommended by the Association’s insurance agent or insurance company. Premiums for insurance obtained by the Board of Directors of the Association, as provided hereinabove, shall not be a part of the Association Maintenance Charges and/or Common Expense but shall be an individual obligation of the Class A Member who has not obtained adequate insurance for their Home. Such obligation shall be treated as an additional Maintenance Charge obligation of the applicable Class A Member and the Board of Directors of the Association shall have any and all of the rights of collection of such additional Association Maintenance Charge obligation as is afforded to the Association for collection of any delinquent additional Maintenance Charge obligation in this Declaration of Covenants and Restrictions, By-Laws and/or Rules and Regulations of the Association.

B) **Repair or Replacement of Damaged or Destroyed Property.**

Each Class A Member shall be required to reconstruct or repair any Home and any other improvement located on a Lot destroyed by fire or other casualty. The insurance proceeds on policies secured by the Class A Member shall be deposited in a bank or other financial institution, subject to withdrawal only by the signature of an agent duly authorized by the Board of Directors. If no cleanup, repair or rebuilding has been contracted for, or otherwise substantially started by the Class A Member, with the cooperation of the Board of Directors within thirty (30) days of the receipt of the insurance proceeds, the Board of Directors shall itself initiate the cleanup, repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the Home or other improvements to the Lot, in a good and workmanlike manner in conformance with the original plans and specifications. The Board of Directors may advertise for sealed bids from any licensed contractors and may then negotiate with said contractors. The contractor or contractors selected to perform the work shall provide full performance and payment bonds for such repair or rebuilding. In the event the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, the Board of Directors shall levy a Special Assessment against the individual Class A Member in whatever amount sufficient to make up the deficiency. Until such time as the Special Assessment is paid, the Board of Directors may borrow funds or impose a Special Assessment against all the Association Members to pay for such reconstruction and cleanup. The cost of such borrowing including interest, legal fees, etc., shall be paid by the Class A Member. If the insurance proceeds exceed the cost of repairing and/or rebuilding, such excess shall be paid over to the respective Class A Member and/or Class A Member's mortgagee in such portions as shall be independently determined by those parties. The Board of Directors shall have the right to enter in and on the Lot or Home to effectuate necessary repairs.

Section 3. **Repair or Reconstruction of Common Area after Fire or Other Casualty.**

In the event that the Common Area or any part thereof is damaged or destroyed by fire or other casualty the Board of Directors will arrange for the prompt repair and restoration thereof and the Board of Directors, or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If the insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be borne equally by all Members as Association Maintenance Charge or shared equally by all Members, except that the amount of any surplus payable to any Member pursuant to this Section 2 shall be lessened by the amount of any unpaid Association Maintenance Charge against such Member.

Section 4. **Right to Convert to Common Expense.**

In the event individual insurance is unavailable for Class A Members' Homes the Board of Directors shall have the right to obtain insurance for the Class A Members' Homes for their full replacement value and charge each Class A Member subject to such insurance each Class A Member a pro-rata share of said cost of the insurance as a Special Assessment of the applicable Class A Members.

Section 5. **Class B Members**

Each Class B Member shall be required to obtain insurance for the Class B Member's Unit as is provided for in each Condominium subject to this Declaration of Covenants and Restrictions or any Supplemental Declaration of Covenants and Restrictions as provided for in the Condominium Documents the applicable Class B Member's Unit is subject to.

ARTICLE XI. **USE OF PROPERTY/RULES AND REGULATIONS**

The use of a Home or Unit by a Member or other occupant shall be subject to the provisions of this Declaration of Covenants and Restrictions, the By-Laws and the Rules and Regulations of the Association attached to the Declaration of Covenants and Restrictions as Exhibit "C" as they may be added to, amended, repealed, revised, modified or promulgated by the Board of Directors. and any rules, regulations and provisions in the Declaration of Covenants and Restrictions of Condominium and By-Laws for Silo Ridge Condominium I and any future Condominium or legally permissible residential property that may be located in a Subsequent Phase.

In the event it becomes necessary for Developer or the Board of Directors of the Association to enforce any provisions of this Declaration of Covenants and Restrictions, the By-Laws or Rules or Regulations against a Homeowner, Unit Owner tenant, licensee, guest or occupant, such Homeowner, Unit Owner tenant, licensee, guest, or occupant will be required to reimburse the Developer or the Board of Directors of the Association for any costs incurred in connection herewith, including reasonable attorneys fees, interest and costs of suit. The Homeowner or Unit Owner shall at all times be and remain responsible for the Homeowners' or Unit Owner's tenants', guests' licensees', or occupants' actions or omissions.

ARTICLE XII. **GENERAL PROVISIONS**

Section 1. **Beneficiaries of Easements, Rights and Privileges.**

Except for (a) the Public Access Easement and Emergency Access Easement, which shall be for the benefit of the general public, including, without limitation, the Town of Amenia and other emergency service providers, and (b) the Club Easements, which shall be for the benefit of the Club, the easements, licenses, rights or privileges established, created and granted by this Declaration of Covenants and Restrictions shall be for the benefit of and restricted solely to, the Developer, the Association, the single family detached Homes and/or Townhouses, the Units, all Condominiums or other legally permissible residential developments subject to and encumbered by this Declaration of

Covenants and Restrictions, and the Homeowners of Homes, Unit Owners of Units and Unsold Homes or Unsold Units constructed on the Properties; and any Homeowner or Unit Owner may also grant the benefit of such easement, license, right or privilege to the Homeowner's or Unit Owner's tenants, licensees, guests, occupants and their immediate families for the duration of their tenancies, licenses, or visits, subject to the Rules and Regulations of the Board of Directors, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 2. Duration and Amendment.

The covenants and restrictions of this Declaration of Covenants and Restrictions shall run with, and bind the land, and shall inure to the benefit of, and be enforceable by the Association, any Member, or the Homeowner or Unit Owner of any land subject to this Declaration of Covenants and Restrictions, their respective legal representatives, heirs, successors and assigns, until December 31, 2111, unless otherwise expressly limited herein, after which time, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by sixty six and two thirds (66 $\frac{2}{3}$ %) percent of the Members, then subject to this Declaration of Covenants and Restrictions, has been recorded, agreeing to change said covenants and restrictions in whole or in part. Notwithstanding the foregoing, the easements, licenses, rights and privileges established and created with respect to the Properties by Section 1 of Article IV shall be perpetual, run with the land, and shall survive any destruction, reconstruction and relocation of the physical structure, unless said provision is abrogated by the unanimous written consent of all the Members.

Unless specifically prohibited or different requirements are provided herein, this Declaration of Covenants and Restrictions may be amended by an instrument signed by Members holding not less than sixty-six and two-thirds (66 $\frac{2}{3}$ %) percent of the then existing membership, subject to the following:

- (a) The Board of Directors shall have the right to amend, modify, add or repeal the Rules and Regulations as contained in Exhibit "C" of this Declaration of Covenants and Restrictions.
- (b) No amendment, modification, addition or deletion of, to or from this Declaration of Covenants and Restrictions, the By-Laws or any Rules and Regulations of the Association shall be effective in any way against Developer or any Successor Developer or any Unsold Home or Unsold Unit, as long as the Developer, any Successor Developer owns an Unsold Home or Unsold Unit on the Properties, without Developer's or Successor Developer's prior written consent.
- (c) No amendment shall be passed which shall affect, impair or prejudice the validity, interest, rights and priorities of mortgagees.
- (d) The Board of Directors shall have the right to amend this Declaration of Covenants and Restrictions without the vote or consent of the Homeowners or the holders of any Home mortgages and to execute and record in the Dutchess County Clerk's Office such amendment as may be required to reflect (i) changes in this Declaration of

Covenants and Restrictions that are corrective in nature or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) technical corrections.

- (e) Developer or any Successor Developer shall have the right to amend, modify, add to or delete from this Declaration of Covenants and Restrictions at any time without the requirement of obtaining the approval, consent or signature of the Board of Directors or any Members for the purpose of making additions or any other changes as a result of the addition of any of the Properties provided for in Article II, Section 2 of this Declaration of Covenants and Restrictions. Such amendment, modification, addition or deletion of, to or from this Declaration of Covenants and Restrictions, duly executed, in form for recording shall be recorded by Developer, any Successor Developer against the Properties and theretofore subject to this Declaration of Covenants and Restrictions.
- (f) In the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Members' Homes or Units that are subject to first mortgages. A change to any of the following would be considered as material if different than provided for in this Declaration of Covenants and Restrictions: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of the Common Area or any common areas of any other legally permissible residential community; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Homes or Units contained in Article XIV of the By-Laws of the Association; imposition of any restrictions on a Homeowner's or Unit Owner's right to sell or transfer the Homeowner's Home or Unit Owner's Unit; a decision by the Association to establish self management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to this Declaration of Covenants and Restrictions shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Association a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment. There shall be a presumption for a

period of sixty (60) days subsequent to the recording of the amendment that the vote of the Members was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.

- (g) The Developer, any Successor Developer reserves the right, without vote or consent of the Homeowners, Unit Owners, the Board of Directors, or any mortgagees, in the sole and absolute discretion of Developer, to amend, modify, add to or delete from this Declaration of Covenants and Restrictions and all schedules and exhibits hereto; (i) to the extent required or requested by any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association (“Fannie Mae”), the Federal Home Loan Mortgage Corporation (“Freddie Mac”), the Veterans Administration (“VA”), State of New York Mortgage Agency (“SONYMA”) and/or any other Federal, State or Local Funding Agencies, or; (ii) to reflect any amendments required by any present or future law, or any other requirements imposed by governmental authority; (iii) or to correct any scrivener's error, technical corrections, changes that are corrective in nature and to resolve or clarify any inconsistency or which is patently a mistake or (iv) technical corrections to this Declaration of Covenants and Restrictions to conform to other documents including but not limited to any Offering Plan or Condominium Documents of Condominiums that are subject to this Declaration of Covenants and Restrictions or Supplemental Declaration of Covenants and Restrictions; (v) to comply with any Federal, State or local law or regulation that may affect the Community or the Association (vi) to comply with any revisions, changes or amendments required by the Town of Amenia or any other Federal, State, local municipality or agency; or (vii) the carrying out of other provisions of the Offering Plan of Silo Ridge Condominium I or Offering Plan of any Condominium or other legally permissible residential development located in a Subsequent Phase.

Section 3. **Disposition of Assets Upon Dissolution of Association.**

Upon dissolution of the Association, its real and personal assets shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title to any Member vested in the Member under the licenses, covenants and easements of this Declaration of Covenants and Restrictions, or under any subsequently recorded

covenants, deeds or other documents applicable to the Properties, except as may be otherwise provided in this Declaration of Covenants and Restrictions or said covenants, deeds or other documents, as the case may be, nor shall any other party under any such deeds, covenants or other documents be deprived of any rights thereunder on account of such disposition.

Section 4. **Notices.**

Any notice required to be sent to any Member or Homeowner or Unit Owner under the provisions of this Declaration of Covenants and Restrictions shall be deemed to have been properly sent when mailed, or delivered by courier service to the last known address of the person who appears as Member or Homeowner or Unit Owner on the records of the Association at the time of such mailing.

Section 5. **Administration.**

The administration of the Association shall be in accordance with the provisions of the Association By-Laws which are made a part of this Declaration of Covenants and Restrictions and attached hereto as Exhibit "D".

Section 6. **Severability.**

Invalidation of any of the covenants, limitations or provisions of this Declaration of Covenants and Restrictions by judgment or court order shall in no way affect any of the remaining provisions hereof and the same shall continue in full force and effect.

Section 7. **Special Rights of Developer.**

Notwithstanding anything to the contrary contained herein so long as there are any Unsold Homes or Units in any Phase of the Development, Developer and any Successor Developer shall have the right, without requiring the consent of either the Association or any other Member(s), and without charge or limitation, to:

- (a) have its employees, contractors, subcontractors and sales agents present on the Properties and on the Unsold Homes or Units;
- (b) erect and maintain signs and other promotional materials (including, without limitation, "For Sale", and "For Rent" signs), in connection with the promotion, sale, leasing, management, or operation of the Unsold Homes or Unsold Units of this Development, the Clubhouse Facilities, the golf course or any other community or facility the Developer or Successor Developer so designates;
- (c) use any one or more Homes or Units or Unsold Homes or Unsold Units as (i) model Homes or Units; (ii) offices for the promotion, sale, rental, management and/or operation of the Unsold Homes or Unsold Units; (iii) offices in connection with any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Developer

with respect to the Common Area, Common Elements of any Condominium regime subject to this Declaration of Covenants and Restrictions or any Supplemental Declaration of Covenants and Restrictions or any common areas of any other legally permissible residential community subject to this Declaration of Covenants and Restrictions or any Supplemental Declaration of Covenants and Restrictions, the Clubhouse facilities, the golf course and/or the Homes or Units or Unsold Homes or Unsold Units; and/or (iv) for any other purpose;

- (d) do and cause to be done all of the things that are necessary, desirable or appropriate (including, without limitation, the use of the common facilities and the Unsold Homes or Unsold Units) for the purpose of (i) the promotion, sale, rental, management and/or operation of the Unsold Homes or Unsold Units in all Phases of the Community; (ii) the performance and completion of installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Developer or any Successor Developer with respect to the Properties and/or (iii) the exercise performance and discharge of Developer's other rights and obligations under this Declaration of Covenants and Restrictions, any Supplemental Declaration of Covenants and Restrictions, the By-Laws or the Rules and Regulations; and
- (e) use any recreational facilities, including any clubhouse or other Association Building or portion thereof, if any as; (i) offices for the promotion, sale, rental, management and/or operation of the Unsold Homes or Unsold Units; (ii) offices in connection with any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Developer with respect to the Common Areas and/or the Homes or Units or Unsold Homes or Unsold Units; and/or (iii) for any other purpose.

In no event, however, shall Developer or Successor Developer or such designee be entitled to use any portion of the Properties in such a manner as will unreasonably interfere with the use of the same or of any Home or Unit for its permitted purposes.

The provisions of this Article XII, Section 7 may not be amended without the written consent of the Developer, or Successor Developer.

Section 8. Town of Amenia Requirements

The use of the Properties, and the development and operation of the Community and the Club, are subject to the Phase 1 Site Plan Approval and Amended Special Use Permit (Master Development Plan) approval of the Silo Ridge Resort Community granted by the Town of Amenia Planning Board (the "Planning Board") on _____, 2014, the Subdivision Approval for the Properties granted by the Planning Board on _____, 2014, the Amended and Restated Findings Statement for the Silo Ridge Resort Community issued by the Planning Board, as lead agency under the State Environmental Quality Review Act ("SEQRA"), on _____, 2014, and any site plan approval, special

use permit approval, and determination under SEQRA hereafter granted or issued by the Planning Board with respect to the Subsequent Phases (collectively, the “Town Approvals”). In accordance with the Town Approvals, the following shall be applicable to the Association:

- (a) The Association will collect a fee from the Members for the post-construction review by the Town Engineer of inspection and maintenance reports required in connection with the Storm Water Pollution Prevention Plan and will be responsible for the payment of the fee to the Town.
- (b) The Association will be responsible for the ongoing care, maintenance, life-cycle and eventual replacement of the vegetative screening contained in the overall landscaping plan for the Community (i.e. landscaping located outside of any Lot and the Club Property).
- (c) The Association will be required to contract with a private hauler to remove all solid waste and recyclables from the Community in compliance with all applicable federal, state and local rules and regulations.

Section 9. **Club Responsibilities**

The Club Owner shall be responsible for implementing and enforcing the following:

- (a) The Conservation Easement; the Club shall be responsible for the conservation, management and operation of the lands subject to the Conservation Easement, and for enforcing the Conservation Easement;
- (b) The Habitat Management Plan approved as part of the Town Approvals;
- (c) The Integrated Pest Management Plan approved as part of the Town Approvals; and
- (d) The Natural Resource Management Plan approved as part of the Town Approvals.

In the event that the Club does not meet these obligations, the Association will assume responsibility for such obligations. In the event that the Association fails to carry out its responsibilities pursuant to this Section 9, the Town may after giving reasonable advance written notice to the Association, perform any required work and/or services and impose a lien on the Properties for the cost of such work and/or services. In such an event, the Association will have the right to individually assess each Homeowner in the Community for the costs associated with the services provided and to satisfy and discharge any such lien.

ARTICLE XIII. GENERAL

In the event any Declaration of Covenants and Restrictions of Condominium, By-Laws of any Condominium and/or Rules and Regulations of any Condominium regime that is subject to and encumbered by this Declaration of Covenants and Restrictions delegates additional rights and obligations to the Board of Directors of the Association and/or the Association said rights and obligations shall be deemed to be in addition to the rights and obligations of the Board of Directors and/or the Association contained in this Declaration of Covenants and Restrictions.

SILO RIDGE VENTURES, LLC

By: _____

LEGAL DESCRIPTION

**Insert Legal Description of Phase I
(Phase I includes Condominium I Property and Common Area of the Association)**

**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS AND BY-LAWS**

Section Block Lot Unit Nos. Contained

DECLARANT: **SILO RIDGE VENTURES, LLC**

DATE OF DECLARATION OF COVENANTS AND RESTRICTIONS:

Record and Return to:

CERTILMAN BALIN ADLER & HYMAN, LLP
Attorneys for the Developer
90 Merrick Avenue
East Meadow, New York 11554