

## DEED RESTRICTIONS

1. Each Lot shall be and remain reserved and used for the purpose of one private single family residence and for uses customarily incidental thereto and for no other purpose. A Lot may be sold only in its entirety. A Condominium or Townhouse shall be permitted only on those Lots already subdivided for such use.

2. The term "Association" shall mean and include the Emerald Green Property Owners Association, Inc., a Type A corporation organized under the Not-For-Profit Corporation Law of the State of New York ("EGPOA"), or any successor or assignee, which shall have undertaken to perform like services and, upon dissolution of EGPOA, any appropriate public agency or utility to whom the assets of EGPOA shall have been dedicated to be devoted to purposes as nearly as practicable as those to which they were required to be devoted by EGPOA. In the event such dedication is not accepted or feasible, "Association" shall mean any non-profit corporation, association, trust or other organization to which such assets shall have been conveyed to be devoted to purposes as nearly as practicable as those to which they were required to be devoted by EGPOA. No such disposition of the assets shall be effective to divest or diminish any right or title of any Lot Owner vested in him under the Declaration set forth herein, as the same may be hereafter amended.

3. Every Lot Owner, upon becoming subject to this Declaration, shall thereupon become and be a member of the Association, subject to the membership provisions set forth in the By-Laws, and thereafter shall conform to and comply with the By-Laws, rules and regulations of the Association, including the Emerald Green Building Code (the "Building Code"), all as modified or amended from time to time by the Association. Modifications or amendments of the By-Laws shall be approved by a vote of the members of the Association pursuant to the By-Laws then in existence. Modifications or amendments of the Building Code shall be approved by a vote of the members of the Association.

4. As long as the Association is in existence, each Owner of a Lot upon which a residence has been constructed, including the Owner of a Townhouse or Condominium, shall pay to the Association an annual charge for each such Lot solely for the use and enjoyment of the recreational facilities and for the supervision and maintenance of common properties of the Association, said charge to be established and payable in accordance with the By-Laws of the Association. As long as the Association is in existence, each Owner of a Lot upon which a residence has not been constructed shall pay to the Association an annual charge for each such Lot solely for the supervision and maintenance of common properties of the Association, said charge to be established and payable in accordance with the By-Laws of the Association.

Use of the recreational facilities and common properties is subject to the rules and regulations of the Association. Fee title to all land and bodies of water in connection with which said privileges of use and enjoyment are granted is expressly retained by the Association. Said charges are subject to the exceptions

and exclusions set forth in the By-Laws of the Association and may be increased or further charges assessed as may be necessary if duly adopted and approved as set forth in the By-Laws of the Association.

The aforesaid charge, as well as any fines assessed pursuant to paragraph 32 below, shall constitute a debt that may be collected in any court of competent jurisdiction, and upon the conveyance of any Lot the successive owner or owners shall, from the time of acquiring title, be deemed to have covenanted and agreed to pay to the Association all charges, together with interest thereon and the costs of collections thereof, if any, past or future, as provided in this paragraph. These charges and fines, with such interest and collection costs, if any, shall become a lien on the Lot on May 1st of each year (or earlier, if such lien is properly filed) and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinate to all sums unpaid on any first mortgage of record encumbering the Lot held by any bank, insurance company or other lending organization or institution.

5. No Lot shall be used in violation of the rules, regulations and ordinances and the zoning regulations of the Town of Thompson.

6. No Lot or any building thereon shall at any time be used or suffered or permitted to be used, maintained or erected for any commercial purpose, for any trade, profession or business, nor as a boarding house, hotel, rooming house, club or clubhouse, nor shall any sign or other advertising media be erected, maintained or allowed on the land or any building whereby any profession, trade, business or commercial venture of any kind is advertised, except that a sign not to exceed two feet by three feet (2' x 3') in dimension may be displayed on the property during construction or major renovation with the name, address and telephone number of the builder or contractor. Such sign may be displayed on the building site only until construction or renovation is completed. No other signs of any type, including "For Rent" or "For Sale" signs, shall be erected or maintained on the premises without the express written consent of the Association. The Lots shall be used for residential purposes only.

7. No more than two domestic animals shall be kept, maintained, or raised, and no domestic animals shall be bred, on any Lot or any building thereon erected or any part thereof.

8. No tent, trailer, out-building, mobile home or other temporary structure of any kind shall be erected on or moved to any Lot.

9. No motor boat or power boat, other than an electric powered boat, shall be operated, maintained or launched on any lake or body of water owned by the Association.

10. If any Owner of a Lot shall desire to sell, grant, convey or transfer same in any manner, other than by the will of such Owner, the Association shall have the first right or option to purchase said Lot, at the best bona fide price and

terms offered in writing to the Owner, within ten (10) days from the date that such Owner shall have received and communicated said offer in writing to the Association. If the Association declines within said ten (10) days to execute a contract to purchase the Lot on the aforesaid terms, the Owner may sell to anyone at a price not less than the best bona fide offer communicated to the Association.

11. Every Lot Owner shall maintain the Lot owned in neat condition and free of any structure or nuisance prohibited by these covenants, and the Association may clear any Lot of said objectionable structures and conditions without liability for damage for such action and charge reasonable costs of such work to the Owner of such Lot.

12. Except for building materials during the course of construction or repair of any improvement, no lumber, metals, bulk materials, rubbish, refuse, garbage or other waste material shall be kept, stored or allowed to accumulate outdoors on a Lot except with the prior written consent of the Association. At all other times such rubbish, refuse, garbage or other waste material shall be left in garbage cans. Garbage cans that remain outside the dwelling shall be kept in an enclosure of sufficient size to hold at least two cans, which enclosure shall be of the type that can be completely closed.

During construction or repair, a refuse receptacle shall be maintained at the building site for the deposit of refuse and construction debris. This receptacle shall be emptied on a regular basis and must not overflow. Tree stumps or superfluous construction materials shall be piled up neatly within the boundaries of the construction site and said materials shall be covered up whenever possible to avoid blowing away. Construction materials and refuse receptacles shall not protrude onto a neighboring lot, right-of-way or road.

13. No commercial or recreational vehicles, camper trailers, boats and trailers may be stored outdoors and no extensive work on any motor vehicle, boat or machine of any kind shall be performed outdoors on any Lot without the prior written consent of the Association, unless otherwise prohibited by applicable zoning regulations.

14. No cylinder, tank, bottle, receptacle or other container for the storing, keeping or using therein or therefrom any propane, natural or any other fuel, gas or oil or any kind or nature shall be placed upon any Lot without the prior written consent of the Association, except for liquid propane barbeque tanks no greater than 20 pounds. Any tank installed above ground shall be enclosed from view.

15. No poles, clothes lines or other devices or contrivances for the hanging or drying of laundry shall be placed, erected or maintained outside the dwelling on or about any portion of any Lot.

16. If a Lot purchased by any Owner abuts or borders on any water or body of water, the Lot, notwithstanding any description in the deed to the purchaser to the contrary, shall not include any of the land that is normally flowed

on or covered by said waters and it is not intended that the deed evidencing such conveyance shall include any riparian rights in and to said water, or the shore line below the high water mark; and no piers, docks or mooring facilities shall be installed, erected or maintained until the plans and specifications for the same have been approved in writing by the Association. No Lot Owner may fill any body of water without the express written approval of the Association and the New York State Department of Environmental Conservation and, where applicable, the U. S. Army Corps of Engineers.

17. The Association reserves the right to enter upon or cause any agent designated by it to enter upon any Lot subject to this Declaration at any reasonable time to enforce the covenants herein set forth. Failure to enforce the Declaration herein set forth shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to any occurring prior or subsequent thereto. Invalidation of any part of the Declaration by court judgment or order, shall not affect any other part thereof and it shall for all purposes remain in full force and effect.

18. Water supply and sewage disposal services shall be obtained solely from Emerald Green Lake Louise Marie Water Company and the Town of Thompson Sewer Department, respectively, or their successors or assigns. Individual wells for domestic water supply and individual septic systems with wastewater drain fields are not permitted. No oil or gas well shall be drilled on any Lot. All electric, telephone, cable, TV, water and sewer lines shall be underground and exit in the street in front of the Lot. All exterior metering devices shall be placed on the rear or side exterior wall of the dwelling.

19. Prior to construction, any Lot Owner subject to this Declaration who is building a dwelling for his/her own use, or is building a dwelling for resale under a sales contract or on a speculative basis, must be a member in good standing of the Association (as defined in the By-Laws of the Association).

20. No structure, fixture, driveway or building of any sort shall be erected or constructed on, or moved to, any Lot that is subject to this Declaration until a complete set of construction and landscaping plans and specifications, as applicable, has been submitted to and approved in writing by the Association. The Association may charge a fee for the review of such documents and may require an escrow deposit to ensure compliance with construction and landscaping plans. The Association shall have the right to reject (or request modification of) such submission if the Association determines that the plans for the dwelling are in conflict with the general quality or appearance of construction within the Subdivision, pose a threat of reducing property values of existing homes, or have excessively small floor areas as compared to homes in the Subdivision. Such approval may be revoked by the Association in the event the construction does not comply with the approved set of plans and specifications, in the event of a misrepresentation on the documents submitted for approval, or in the event the Lot Owner ceases to be a member in good standing of the Association.

No structure shall be erected on said Lot that does not comply with the Emerald Green Building Code unless prior written approval of a variance has been obtained from the Association (and from the Town of Thompson, if applicable). Any structure constructed on any Lot shall be completed within twelve (12) months from the date of commencement of construction thereof, unless such time is extended by the Association. The Lot Owner shall be responsible for the maintenance of the construction site in a neat and orderly manner.

21. No culvert or drainage ditch may be either temporarily or permanently blocked. Prior to any construction, appropriate controls shall be installed to ensure that the drainage swale between the street and the Lot is not blocked.

22. No excavation shall be made on any Lot except for the purpose of building thereon and not until the time when building operations are commenced. No earth or sand shall be removed from any Lot except as an incidental part of such an excavation. No trees shall be removed from any Lot without the approval of the Association. No excavation work beyond the property line shall be permitted without the express written permission of the Association, the Town of Thompson, and adjoining Lot Owners, where applicable.

23. No fence shall be erected or constructed on any Lot without the prior written approval of the Association. Any such fence shall be located within the rear yard of the Lot, shall be set back at least fifteen (15) feet from any side lot line and fifteen (15) feet from the rear lot line, shall not exceed four (4) feet in height on the side that faces the street, and shall be screened on all sides by evergreens or other year-round screening.

24. Prior to making repairs to the exterior of an existing dwelling or structure on, or making changes or improvements to, a Lot subject to this Declaration, the Lot Owner must be a member in good standing of the Association (as defined in the By-Laws of the Association).

25. No repairs, changes or modifications to the exterior of an existing dwelling or structure on, or changes or improvements to, a Lot that is subject to this Declaration, shall be made that do not comply with the Emerald Green Building Code unless prior written approval of a variance has been obtained from the Association (and from the Town of Thompson, if applicable). The Association may require prior approval of such repairs, changes, modifications or improvements and may charge a fee for the review of supporting documents. Any such repairs, changes, modifications or improvements shall be completed within six (6) months from the date of commencement of such work, unless such time is extended by the Association. The Lot Owner shall be responsible for the maintenance of the construction site in a neat and orderly manner.

26. The Owner shall be solely responsible, without any responsibility on the part of the Association, for damage to sewer and water services, or damage caused by lack of services being available to the property line, once clearing operations have commenced on the Lot.

27. The Association may designate the Association Building Committee (the 'Building Committee'), or any person, firm, association or corporation as an agent of the Association for the purpose of carrying out all or any part of the authority vested in the Association by these covenants.

28. The Declaration shall bind the Lots, shall be construed as running with the land and shall inure to the benefit of and be enforced by the Association and by the Owner of any Lot, their respective legal representatives, heirs, executors, administrators, successors and assigns, by actions at law or by suits in equity.

29. Neither the Declaration nor any part thereof is intended to be, or shall be construed as, a condition subsequent or creating a possibility of reverter.

30. The Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules and regulations of any governmental authority, or by specific resolutions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, ordinances, rules, regulations, deeds, lease or this Declaration shall be taken to govern and control.

31. The Declaration herein is intended to cover the Lots only, and is not to be extended by implication or otherwise to any other property now owned or subsequently acquired by the Declarants. The Declarants shall not be obligated to restrict in any manner any other real property that they now own or hereafter acquire.

32. Violation or breach of this Declaration or any part thereof shall give the Association the right to assess fines for such violations or breaches, in accordance with the By-Laws and other rules and regulations of the Association. In addition to all other remedies, the Association has the right to enter upon the Lot upon or as to which such violation or breach exists, and summarily to abate and remove any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, using such force as may be reasonably necessary and permitted by law, at the expense of the Owner thereof, and neither the person entering, abating or removing, nor the organization directing the entry, abatement or removal shall be deemed liable for any manner of trespass for such action. The Owner shall pay on demand the cost and expense of such abatement or removal, which cost shall include reasonable attorney's fees and other costs in connection with seeking a court order. The cost of such abatement or removal shall, when due, become a lien upon the Lot affected. Nothing contained herein shall be deemed to affect or limit the right of the Owners of the Lots to enforce this Declaration by appropriate judicial proceedings. Any party to a proceeding who succeeds in enforcing or enjoining the violation of this Declaration against a Lot Owner may be awarded reasonable attorney's fees against such Lot Owner as may be awarded by a court of law.

33. This Declaration shall be in force and effect until January 1, 2026, at which time it shall be automatically extended for two additional successive periods of ten (10) years each, unless an instrument agreed to by a majority of the Owners of the Lots at the time of such signing and by the Association has been recorded in the Sullivan County Clerk's office, amending, supplementing or extending said Declaration in whole or in part, effective prospectively from the time of such.