



TWIN PONDS PRESERVE

Maps, Easements, Covenants and Deed Restrictions

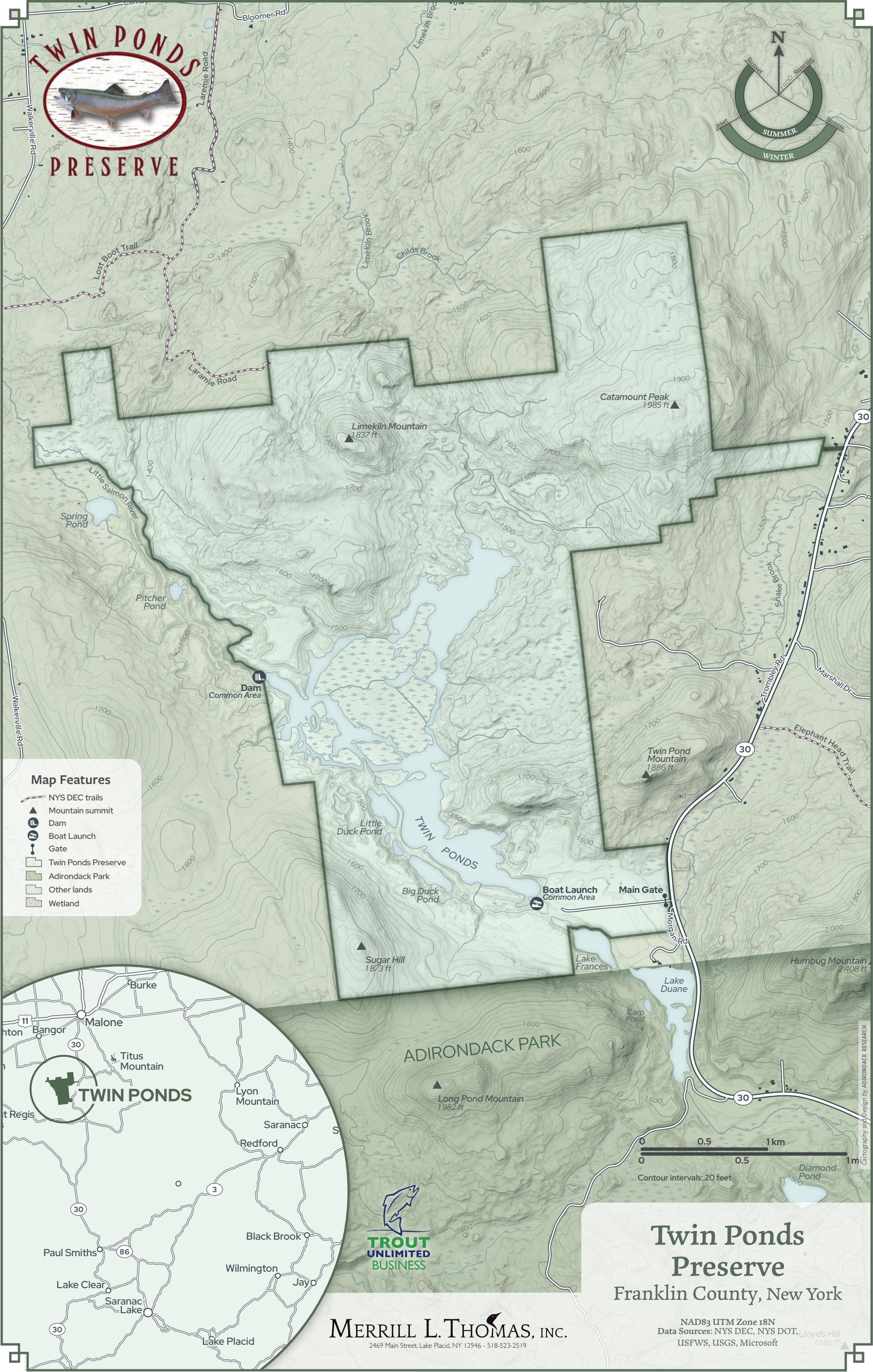
Amended September 22, 2022

Questions? Contact:
Jonathan Gorgas
Licensed Real Estate Salesperson
518-637-2873
jonnygorgo@gmail.com

MERRILL L. THOMAS, INC.

REAL ESTATE, VACATION RENTAL & WATERFRONT SPECIALISTS

2469 Main St. Lake Placid, NY 12946 – 518-523-2519

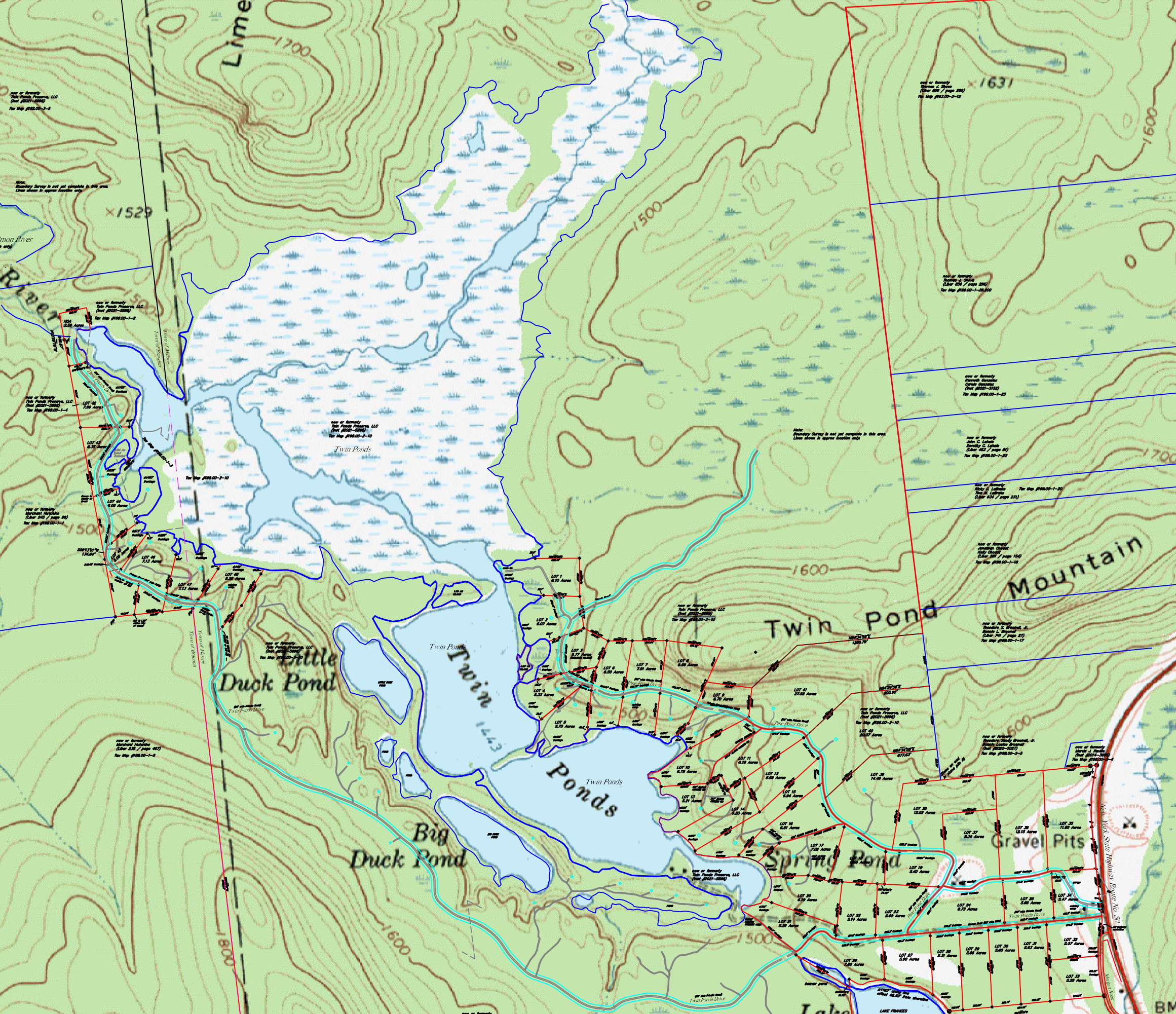




Little
Duck
Pond

Twin
Ponds

Big Duck
Pond



note or boundary
Twin Ponds Property, LLC
(Not #100.00-1-12)
The Map #100.00-1-12

Note:
Boundary Survey is not yet complete in this area.
Lines shown in approx location only.

Salmon River
approx

note or boundary
Twin Ponds Property, LLC
(Not #100.00-1-12)
The Map #100.00-1-12

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DECLARATION OF EASEMENTS, CHARGES AND LIENS TWIN PONDS PRESERVE SUBDIVISION

THIS DECLARATION is made as of September 20th, 2022 by Twin Ponds Preserve LLC (“Declarant”), a New York Limited Liability Company with offices at 5860 McKinley Road, Brewerton, New York.

WHEREAS, Declarant is the owner of real property in the development known as “Twin Ponds Preserve” (hereinafter the “Development” or “Subdivision”), located in the Towns of Malone and Brandon in Franklin County, New York, said lots shown on the survey maps of Twin Ponds Preserve Subdivision as filed or to be filed in the Franklin County Clerk’s office, which are incorporated herein by reference (the “Survey Maps”); and

WHEREAS, the Declarant desires to impose certain restrictions and conditions upon the present and future owners of property in the subdivision and any additional lots hereafter made subject to this Declaration, said lots and any future lots collectively known as the “Lots”; and

WHEREAS, the Declarant intends to convey Common Areas, as defined herein, to the Twin Ponds Preserve Homeowners Association Inc., for use by the Members of said Association and the Declarant.

NOW, THEREFORE, the Declarant, does hereby covenant and agree, for itself and its successors and assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to Lots in the aforesaid Development, that all of the said Lots and Common Areas conveyed to the Association are hereby subjected to the following restrictions to be appurtenant to and to run with the land and all of the Lots and Common Areas in said Development made subject to this Declaration, by whomsoever owned.

I. ARCHITECTURAL GUIDELINES

a) General

Notwithstanding anything contained in this Declaration to the contrary, no Improvements, including, without limitation, site preparation on any Lot, or erection of buildings or exterior additions or alterations to any building situated upon the Lot, or any landscaping or cutting of trees on any Lot, shall be commenced, erected or maintained on any portion of the property until the Architectural Review Committee, appointed as hereinafter provided, has approved the plans and specifications therefore and the location of such Improvements and has given its written approval for commencement.

b) Composition of Architectural Review Committee

So long as Declarant owns any Lot made subject to this Declaration, the members of the Architectural Review Committee shall be appointed by Declarant. At such time as Declarant no longer owns any Lot subject to this Declaration, or at such earlier date as Declarant releases its right to appoint the members of the Architectural Review Committee, the members of the Architectural Review Committee shall thereafter be appointed by the Board. The members of the Architectural Review Committee shall be appointed annually and will be composed of at least three (3) and not more than seven (7) individuals, as determined by the appointing body. Members of the Architectural Review Committee may be removed and replaced at any time, with or without cause, and without prior notice, by the body then having the authority to appoint such members.

c) Definition of "Improvements"

The term "Improvement" or "Improvements" shall mean and include any and all man-made, changes or additions to a Lot, including, but not limited to, the location, materials, size and design of all the buildings or structures (including any exterior devices attached to or separate from buildings, such as heating and air conditioning equipment, solar heating devices, antennae, satellite dishes, etc.); storage sheds or areas; roofed structures; parking areas; fences; pet "runs", lines and similar tethers or enclosures; landscaping (including cutting trees); hedges, mass plantings; irrigation equipment, apparatus and systems, driveways; signs; site preparation; and changes in any exterior color or shape. The definition of Improvements includes both original Improvements and all later changes to Improvements. The definition of Improvements, however, does not include the replacement or repair of Improvements previously approved by the Architectural Review Committee, provided such replacement or repair does not change exterior colors, materials, designs or appearances from that which were previously approved by the Architectural Review Committee.

d) Preliminary Schematics

The submission of preliminary schematic design plans is optional, but is encouraged and welcomed. The schematic plans may be freehand sketches showing the design concept prior to developing detailed final construction documents. While this is an optional task, the intent is to save the homeowner time and money in the event the design is found to be incompatible with the neighborhood theme by the Architectural Review Committee.

e) Final Architectural Design

Architectural plans and details (2 sets) (1/4 inch – 1 foot), shall be submitted to the Architectural Review Committee for action. They shall include foundation plans, floor plans, all exterior elevations and details needed for construction of the house.

f) Material Sample Selection

Along with the final architectural and site design submission, a homeowner or builder shall submit samples of exterior colors and materials to be used in construction of the following

- i.) Exterior siding or wall material sample
- ii.) Foundation-masonry samples
- iii.) All exterior stain/paint color chips
- iv.) Roofing-shingle and flashing sample
- v.) Doors and windows-color chip
- vi.) Fencing-color chip/drawing sample
- vii.) Site walls-masonry sample

II. CONSTRUCTION GUIDELINES

a) General

The construction of the exterior of all buildings including dwelling house and accessory structures, shall be completed within 15 months from date of issuance of the building permit. For purposes of this provision, a building shall be deemed “completed” when all exterior components and finishes are installed including, not bot limited to, siding, roofing, trim, gutters, porches and paint/stain.

b) Building Construction & Quality

- i.) All buildings erected upon any Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner.
- ii.) All dwellings, buildings, and accessory structures shall be muted earth tones (e.g. browns, greens, greys) with the natural features of the environment. The structures may be log, stud frame with log siding, horizontal wood siding, vertical channel wood siding, cedar siding, board and batten, rustic style hardy plank, or stone veneer. Log siding must be completely supported to maintain a straight and even outer surface and must be completely and properly finished. All structure foundations must be covered with a stone veneer, stucco, (synthetic stucco is not permitted), or log siding. Stucco is allowed as a covering over the foundation walls only and not the main structure (first and second floors) unless approved by the Architectural Review Committee as accents or details. Foundation walls on all structures whether stud framed, concrete blocked, poured concrete, concrete insulated panels, or preformed concrete panels must have some form of covering or veneer.

iii.) The exterior surface of any building shall not be asbestos shingle siding, brick, imitation brick, vinyl siding, stone roll siding, T-111, or other 4' x 8' panelized siding, or exposed concrete or cement blocks. The exterior surface of any garage, outbuilding or appurtenant surface or building erected on or located on any Lot shall be architecturally compatible with, and of material and construction comparable in cost and design to the exterior surface of the dwelling located on said Lot. All buildings shall have roofs (with the exception of dormers, porches, bay windows and other minor architectural details) of not less than 8 to 12 pitch and not less than 12-inch overhang, covered with slate, cedar shakes, tile, asphalt or fiberglass shingles, copper sheathing, wood shingles or pre-painted metal roofing.

c) Temporary Sanitary Measures

No outhouses or outdoor privies are allowed on any said Lot except for use by contractors during construction.

d) Construction Hours and Construction Vehicle Access

i.) Contractors and their subcontractors shall be allowed to work from 7:00 AM to 7:00 PM on Monday through Friday and from 8:00 AM to 4:00 PM on Saturday. No work shall be performed on Sunday (exceptions may be considered but must be approved by the Architectural Review Board).

ii.) All construction vehicles and oversized vehicles shall use the construction entrance from Route 30 (Seclusion Lane as shown on the Map) that crosses through Lot 34 and shall be labeled as such on the filed Survey Map depicting the junction of the construction entrance with Route 30.

iii.) All construction methods, including erosion controls, and improvements, undertaken must be in conformance with applicable governmental ordinances, if any.

e) Fences and Walls

Fences and walls may be constructed of wood, stone, or high-quality metal materials. Chain link is not permitted, except that of 2" x 4" black metal mesh may be used with split rail fence to contain animals or children. All fencing material and location must be approved by the Architectural Review Committee. Fences must be set back five (5) feet from any boundary line and if there is a decorative side to the fence, that side must face outward.

III. ENFORCEMENT OF ARCHITECTURAL AND CONSTRUCTION GUIDELINES (“Guidelines”)

a) General

It is Declarant’s intent that the architectural review provisions of this Declaration and any amendments thereto are to permit control and review of the architectural design and to establish quality standards for construction and construction activity in the Development and to help preserve values of properties in the Development. All Owners, by purchasing property subject to this Declaration, acknowledge that a violation of any such provisions could result in irreparable harm and damage to other Owners of property in the Development and to Declarant, and to the values of their respective properties in the Development, a monetary measure of which harm and damage would be difficult to establish. Accordingly, the Association shall have the exclusive and specific right (but not the obligation) to enforce and/or to prevent any violation of the provisions contained in this Declaration by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Declarant hereby specifically reserves to itself and grants unto the Architectural Review Committee, the Board and any agent or member thereof, the right of entry and inspection upon any portion of the Property for the purpose of determination by the Architectural Review Committee or the Board whether there exists any construction of a Improvement which violates the terms of any approval by the Architectural Review Committee, the terms of the Guidelines, the terms of this Declaration or any Additional Declaration, or the terms of any amendments hereto or thereto.

b) Nonconforming or Unapproved Improvements

As to nonconforming or unapproved Improvements, the Association may require any Owner to restore such Owner’s Improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved Improvements, or replacement of vegetation or trees) if such Improvements were commenced or constructed in violation of the Article. In addition, the Association may, but has no obligation to, cause such restoration, demolition and/or removal to be performed and to levy the amount of the cost thereof as a Special Individual Assessment against the Lot upon which such Improvements were commenced or constructed. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, to remove any unapproved Improvement, or otherwise to remedy a violation of the Guidelines, the Association and/or the Architectural Review Committee in connection therewith, shall have the right to levy costs, fees, and expenses as a Special Individual Assessment against the Lot upon which such Improvement was commenced or constructed.

c) Failure of the Architectural Review Committee To Act

If the Architectural Review Committee fails to approve or disapprove any plans and specifications and any other submittal which conform (and which relate to Improvements which will conform) with the requirements hereof and of the Guidelines or to reject them as being inadequate or unacceptable within thirty (30) business days after receipt thereof, and provided such submittal is a full and complete submittal, in accordance with the Guidelines, of all items that were to have been submitted to the Architectural Review Committee, and provided the Architectural Review Committee shall again fail to approve or disapprove of such plans, specifications and any other submittal within ten (10) business days after additional written request to act on such items is delivered to Architectural Review Committee following the passage of such first above described thirty (30) business day period, it shall be conclusively presumed that the Architectural Review Committee has approved such conforming plans and specifications and any other submittal, with the following exceptions: (i) the Architectural Review Committee has no right or power by failure to act, to waive or grant any variances relating to any mandatory requirements specified in this Declaration or any Additional Declaration, or amendment to either; (ii) if plans and specification or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Review Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject or approve the balance.

d) Variances

Upon submission of a written request for same, and written support evidencing the need for such request, the Architectural Review Committee may, from time to time, in its sole discretion, permit Owners to construct, erect or install Improvements which are at variance with restrictions, requirements or provisions of this Declaration or any Additional Declaration or amendment to either, pursuant to the terms hereof or thereof. In any such case, however, such variance shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community and shall not materially change the scheme of restrictions and Guidelines herein set forth, and shall not vary a mandatory requirement, except in the case of hardship, as determined by the Board, in its sole discretion. Written requests for variances shall be deemed to be disapproved in the event the Architectural Review Committee has not expressly and in writing approved such request within thirty (30) business days of the submission of such request. No member of the Architectural Review Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other requests and the grant of a variance to any Owner shall not constitute a waiver of the Architectural Review Committee's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder or under any Additional Declaration against any other Owner.

IV. FEES REQUIRED FOR ARCHITECTURAL REVIEW

Lot owners will be responsible for paying a non-refundable \$2,500 road impact fee upon submission of application for construction. These funds will be used solely for road maintenance. Lot owners selected contractor must post a construction deposit of \$1,500 before receiving approval to commence construction. The purpose of the deposit is it repair damage to any road or easement caused by the contractor, his employees, subcontractors or agents. In the event no damages occur, then the deposit shall be refundable at the end of construction.

V. COMMON AREAS

a) General

The term "Common Areas" is defined to include the following:

- i.) The waterbody known as Twin Ponds to its mean high water mark, excluding the islands described in the deed to the HOA, which waterbody shall be owned in fee by the Association, subject to an easement for the right to its use by all Association Members and the Declarant.
- ii.) Sixty (60) foot wide easements measured thirty (30) feet from the centerline of each trunk road (Twin Ponds Drive and Pine Point Drive) as shown on the Survey Maps for ingress, egress and utilities that shall be granted by Declarant to the Association for use by all Association Members and the Declarant.
- iii.) Sixty (60) foot wide easements measured thirty (30) feet from the centerline of each "shared access road" as shown on the Survey Maps for ingress, egress and utilities that shall be granted by Declarant to the Association for use by Association Members and the Declarant.
- iv.) A sixty (60) foot wide easement measured thirty (30) feet each side from the centerline of the road leading from Twin Ponds Drive along the boundary line of Lot 21 to the Canoe Launch Common Area (marked "Boat Launch Common Area" as shown on the Survey Map of that area) for ingress and egress to and from the Canoe Launch and waterbody for use by all Association Members and the Declarant. Declarant shall provide a parking area with six (6) spaces for parking at the Canoe Launch. Declarant reserves the right, but not the obligation, in its sole discretion to relocate the Canoe Launch (and six parking spaces) to another Lot within the Subdivision, or to other property of Declarant, that affords access to the waterbody.

v.) A 2.56 acre lot located on the western shoreline of Twin Ponds as shown on the Survey Map of that area, said lot to contain a portion of the waterbody and the dam.

vi.) Declarant reserves the right, but not the obligation, to convey to the Association for use by its Members, an easement for the use of hiking trails on adjoining property owned by Declarant.

b) Easement and Obligations for Twin Ponds Waterbody

There is a waterbody upon a certain portion of the Development, which is part of the Common Area for the non-exclusive recreational use of all the Lot owners within the development. In order to provide for the harmonious use and enjoyment of the waterbody and to provide for the use, maintenance, repair, and upkeep of the waterbody and the dams and associated components, owners of the Lots within the Development shall be subject to the following rights, obligations, and easements:

c) Maintenance of Waterbody and Dam

Maintenance of the waterbody and dam shall be the responsibility of the Association. The Association shall maintain the impoundment of the water, the waterbody, dam and associated items in a safe condition, causing the same to comply with all Federal, State and Local laws that apply, if any. The Declarant (and upon Declarant assigning this right to the Association, the Association), in its sole discretion, reserves the right, without the consent or approval of any Lot owners, to negotiate and execute agreements and easements for the operation, use, maintenance, repair, and replacement of the dam and waterbody and each owner by the acceptance of a deed for a Lot, whether it be stated in such deed or not, hereby appoints the Declarant (and thereafter the Association) as their attorney-in-fact, if and when necessary, to negotiate agreements, easements, rules and regulations and financial responsibility for the operation, maintenance, and repair, replacement and use of the waterbody and dam. Such agreements, if obtained, shall be binding on the Declarant and Association and, therefore, each Lot owner and their heirs, successors and assigns.

d) Limitations & Restrictions on Use

The waterbody may be used for recreational purposes by all Lot owners subject to this Declaration. Lot owners whose Lots do not adjoin the waterbody shall access the waterbody only from the Canoe Launch.

e) Specific Maintenance Requirements of Waterfront Lot Owners

Each Lot owner adjoining the waterbody, at his sole cost, shall maintain the area of his Lot which borders on the edge of the impounded water in a clean, tidy and trim manner at all times

after a dwelling is constructed on the Lot. The expense of any action, work, repair or replacement required by the Association or any Local, State or Federal governmental authority having jurisdiction over waterbodies and dams, if any, shall be a common expense of the Association.

f) Rights to Private Roads, Common Areas and Easements

Every owner (by virtue of membership in the Association) shall have a nonexclusive right and easement of access and enjoyment in and to the private roads and Common Areas, which shall be appurtenant to and shall pass with the title for every lot subject to the provisions of this Declaration. Every owner shall be subject to the rights set forth in any recorded deeds, easements and/or rights-of-way that may be granted for the use of any such private road(s) or Common Area(s). All Members of the Association shall be subject to and benefit from the non-exclusive use of all Common Areas, easements and rights-of-way of record (unless otherwise restricted), as may be shown upon the filed Survey Maps of the Twin Ponds Preserve Subdivision, now and as hereafter filed, or amended in the event of additional phases of the Subdivision, or amendment to the existing Subdivision. In the event any Member, or his guests or invitees damages any road or Common Area, said Member shall be responsible for the repair of such damage to its condition prior to the damage. The Association shall have the right, directly or through its agents, to repair such damage to its original condition. In such event, the Association shall have the right to levy costs, fees, and expenses as a Special Individual Assessment against the Lot upon which such action(s) was undertaken.

Declarant reserves the right and easement to cross over, under along and through any Common Area or within any right-of-way or easement for the purpose of completing construction, or maintaining any utilities, roads or infrastructure within the Subdivision, or for granting the right to ingress, egress and utilities to other Lots or Common Areas subject to this Declaration.

The HOA shall be responsible for the maintenance, including snowplowing, of the Primary Roads and Shared Access Roads in the subdivision over which the HOA is granted an easement or title in fee. The HOA shall be responsible for the mowing of grass at the edges of the roadside at the Canoe Launch Area and for the mowing of grass on the HOA Lot upon which the dam is sited.

The HOA will maintain for mail delivery to Lot owners, a common mailbox located on one lot designated by the Sponsor. The mailbox will consist of a cluster style mailbox with mailboxes for each lot owner. An easement for that purpose shall be granted to the HOA by the Sponsor. The easement shall allow for ingress and egress to the mailbox cluster and shall also be designed to accommodate any additional phases by installation of additional cluster mailboxes.

VI. TITLE TO PRIVATE ROADS

Lot owners shall own to the centerline of any access road that borders or passes through their Lot, as applicable, and shown on the Survey Maps, subject to the Easements for ingress, egress and utilities granted to the Association for all Members and reserved by the Declarant.

VII. IMPROVEMENTS BY DECLARANT AND LOT OWNERS

For Lots 1-35 and Lots 37-48, Declarant intends to provide at its expense a main electric line (“main line”) within the easement area designated for Twin Ponds Drive and for Pine Point Drive and also within the easement area for those “Shared Access Roads” that lead to multiple lots as depicted on the Survey Maps. Declarant shall be deemed to own the main line and intends to dedicate it to an electric utility line provider and shall be entitled to any reimbursements by the utility provider. Declarant reserves all rights in the line, including the right to dedicate the line, except that Lot owners shall have the right and easement by virtue of their Membership in the Association to connect to the main line to provide electric service to their Lot(s). It shall be the responsibility and expense of each Lot owner to bring their electric service from the main line to their Lot for their purposes. The main line shall be above ground; any connections from the main line to Lots must be underground. Lot 36 shall be an off-grid Lot.

It shall be the responsibility and expense of each Lot owner to construct their driveway access to connect to Twin Ponds Road or Pine Point Drive, or to a Shared Access Road for purposes of accessing their Lots.

Lot 34 and Lot 21 shall not be available for residential use as of the date of this Declaration.

VIII. LOT OWNERS ASSOCIATION

a) General

Each lot owner(s), by acceptance of a deed to a Lot, shall be a Member of the Twin Ponds Preserve Homeowners Association Inc. a nonprofit corporation organized and existing under the laws of the State of New York, its successors and assigns (hereinafter or previously referred to herein as the “Association” or “HOA”). Membership in the Association shall be subject to the following rights, terms, and conditions:

b) Membership

The Association shall have one class of membership. Every person or entity who is a record owner of a fee interest in any Lot which is subject to this Declaration shall be a Member of the Association, subject to and bound by this Declaration, the Association’s Articles of Incorporation, Bylaws, and rules and regulations, if any. Ownership of record shall be the sole qualification for membership. In the event that an entity is the Owner of record, it shall be

presumed by the Association without any requirement for inquiry that any vote or action taken by the entity is duly approved by that entity

No membership fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration or as the Members of the Association may from time-to-time hereafter adopt in their rules and regulations or By-Laws.

In the event that a Member owns two or more contiguous lots with only one residence, such owner shall be subject to only one set of assessments, and not for additional assessments for the contiguous lot(s). In such event, that Member shall have only one vote due to his paying only one set of assessments. In the event that a Member owns two or more contiguous lots with a residence on each Lot, then such owner shall be responsible for the assessments for each Lot, and shall have a vote for each Lot.

c) Voting and Voting Rights

The voting and voting rights of the membership shall be appurtenant to the ownership of Lots. The ownership of each Lot and payment of the assessments for each Lot shall entitle its owner(s) to one (1) vote per Lot. The Declarant shall be entitled to one (1) vote for each Lot owned by the Declarant, provided that the Declarant may, at its sole option, withdraw from membership in the Association upon the sale by Declarant of seventy five percent (75%) of all Lots subject to the Declaration.

d) Board of Directors

The Board of Directors of the Association shall be elected and determined pursuant to the provisions of the Bylaws of the Association.

e) Purpose

The purpose of the Association shall be to manage the Common Areas and facilities which service and benefit the Members including, but not limited to, the private roads which service the Lots and access to the Common Areas.

f) Assessments

For each Lot subject to this Declaration, every Lot owner covenants and agrees on behalf of himself, his heirs, successors and assigns, whether or not it is so expressed in such deed, to pay the Association for certain expenses of maintenance and costs in accordance with this Declaration. Annual assessments or charges shall be established in amounts as determined by the Board of Directors of the Association (the "Board"). Special Assessments and Special Individual Assessments as approved by the Board may be established and collected as hereinafter provided, or provided in the Bylaws.

g) Payment of Assessments

The annual assessments provided for herein for the Association shall be payable in advance on an annual basis by every owner of each lot, unless the Association decides by a majority vote to have the assessment payable monthly. The annual assessment shall be due on January 1st of each year except for the first year of ownership by an owner. At the closing of a purchase of a lot by an owner, the assessment shall begin to accrue and the owner shall pay to the Association the owner's pro-rata share of the annual assessment for the remainder of the year.

h) Purpose of Assessments

The assessments levied by the Association shall be used to provide funds for common expenses and purposes for the benefit of the Lot owners and the Common Areas. The purposes presently contemplated include maintenance, repair, landscaping, and beautification of the roadways providing access to the lots subject to this Declaration and for the maintenance, operation and repair of the waterbody and dam. Other purposes may be benefited by the assessments as may be adopted and approved by 2/3 of the members of the Association.

i) Creation of Lien and Personal Obligation

In accordance with the terms and provisions hereof, and in order to secure payment at and after the due date, as each assessment becomes due there shall arise a continuing lien and charge against each lot, the amount of which shall include costs and reasonable attorneys' fees to the extent permitted by law. Each such assessment, together with such interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

j) Annual Assessments

i.) The annual assessment imposed by the Association shall be set each year by the Board as set forth herein or as provided for in the Bylaws of the Association. In establishing the annual assessment for any assessment year, the Board shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs.

ii.) Lots owned by the Declarant shall be subject to assessments as required by 13 NYCRR Section 22.3(p)(3).

iii.) The annual assessments provided for herein for the Association shall be payable on January 1st of each year. The assessment shall begin to accrue as to all lots at the time of closing and conveyance of a lot to an owner other than the Declarant. At least thirty (30) days before January 1st of year, the Board shall establish the amount of the annual assessment imposed by the Association against each lot and in the event the Board elects not to fix such assessment rate as herein provided,

the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Member of the Association.

k) Special Assessments

- i.) Special Assessments may be established and collected in any assessment year, applicable to that year only, as provided herein or provided in the Bylaws.
- ii.) Special Individual Assessments in connection with enforcement actions, as approved by the Board may be established and collected as provided herein or provided in the Bylaws.

l) Effect of Nonpayment of Assessments

- i.) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate and to the extent allowed by law. The Association or its agents or representatives, may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot to which the assessment relates. Interest, costs, and reasonable attorneys' fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any Common Area or abandonment of his lot.
- ii.) During any period in which a Member shall be in default in the payment of any annual, special or other periodic or special assessment levied by the Association for more than 60 days, the voting rights of such Member(s) shall be suspended until such assessment is paid.
- iii.) In the event that a Member has not paid the annual assessment by July 1 that year, then neither that Member nor any guests, invitees or renters of such Member, shall be allowed to use the waterbody or canoe launch or any Common Area other than the road easements until such assessment is paid in full, with interest.

m) Subordination of the Lien to Mortgages

The liens provided for herein shall be subordinate to the lien of any first lien mortgage on any lot if, but only if, all such assessments with respect to such lot having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only a lien and charge as it relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction,

cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage.

IX. LOT MAINTENANCE

Each owner shall keep his Lot in a clean and orderly condition and shall keep the improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any Lot. The Association shall have the right, directly or through its agents, to enter upon any such Lot in disrepair and to repair, maintain and restore the Lot and the improvements thereon, to their original condition. The Association shall have the right to levy costs, fees, and expenses as a Special Individual Assessment against the Lot upon which such action(s) was undertaken.

X. PARKING

No tractor trailers or large tandem trucks may enter Twin Ponds except for the purpose of delivery or pick up. The parking of any vehicle, including trailers, whether disabled, wrecked, junked, or otherwise unregistered or unlicensed for more than twenty-four hours shall not be permitted upon any Lot or within the easement for the road in front of any lot.

XI. ENFORCEMENT OF DECLARATION PROVISIONS

Enforcement of the provisions of this Declaration shall be by the Association or the Declarant by proceedings at law or in equity against any person violating or attempting to violate provisions of this Declaration or of the Declaration of Covenants applicable to that party's Lot, as either may be amended. The Declarant reserves standing and reserves the right to enforce the terms of this Declaration or the Declaration of Covenants applicable to any party's Lot, as either may be amended, pursuant to any remedies that may be available at law or in equity. Failure by the Declarant, or the Association to enforce any covenant or restriction or provision herein contained or that affects any Lot, shall in no event be deemed a waiver of the right to do so thereafter.

XII. ADDITIONAL PROPERTY TO BE MADE SUBJECT TO THIS DECLARATION

Declarant owns additional property adjacent to the Subdivision. Declarant reserves the right and option, in its sole discretion, to add additional property to the Subdivision as additional lots ("Lots") or grant additional real property or easements and rights to the Association ("Common Property"). Each such Lot owner would be a Member of the Association and each Lot would be subject to this Declaration and the Declaration of Covenants applicable to that particular lot. Any additional Common Property conveyed to the Association shall likewise be subject to this Declaration. Declarant also reserves the right and option, in its sole discretion to not add any additional property to the Subdivision, to the Association, or to make any additional property subject to this Declaration.

XIII. APPLICABLE PERIOD AND AMENDMENT

The foregoing covenants restrictions, and conditions shall remain in full force and effect herein from date of recording of this Declaration. At any time, this Declaration may be amended by duly recording an instrument of such Amendment executed and acknowledged by not less 2/3 of the Members. The Declarant may amend these covenants, restrictions and easements until such time as 2/3 of the Lots subject to this Declaration have been transferred from Declarant to third parties. After such time, any amendment to this Declaration shall require the consent of 2/3 of the Members of the Association. No amendment may interfere with Declarant's right to further develop adjoining properties owned by Declarant, and if desired by Declarant, to benefit such properties with membership in the Association, subject to the Declaration of Easements, Charges and Liens of Twin Ponds Preserve Subdivision. No amendment may be made that precludes the use of the Twin Ponds waterbody or Common Areas by the owners of the Lots and the Declarant.

XIV. SEVERABILITY

Invalidation of any one of these covenants, restrictions, or conditions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

XV. BINDING NATURE OF DECLARATION

In all events, whether stated or not, this Declaration, and any amendment(s) thereto, shall run with the land and shall be binding upon the Declarant, each Member of the Association, each Lot owner and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the 20th day of September, 2022.

TWIN PONDS PRESERVE LLC



BY: TODD BLACK, MEMBER

STATE OF NEW YORK)
COUNTY OF FRANKLIN)

On the 20th day of September, 2022, before me, the undersigned, personally appeared **TODD BLACK**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

DECLARATION OF RESTRICTIVE COVENANTS TWIN PONDS PRESERVE SUBDIVISION

THIS DECLARATION is made as of September 20, 2022 by Twin Ponds Preserve LLC (“Declarant”), a New York Limited Liability Company with offices at 5860 McKinley Road, Brewerton, New York.

1. Use and Occupancy of Lots and Buildings

a) All residential Lots in the Twin Ponds Preserve Subdivision made subject to this Declaration are single family residential Lots. No structure shall be erected, placed, or permitted other than one primary single-family dwelling and accessory structures. Accessory structures include only those structures subordinate to the primary residence and are limited to one guest cottage, one garage, one lean-to and one storage shed. The guest cottage shall not exceed 500 square feet in size, excluding any covered porch or outside area. The lean-to shall not exceed 100 square feet in size and the storage shed shall not exceed 300 square feet in size. No accessory structures with the exception of a lean-to and one storage shed may be constructed prior to the completion of the single family dwelling.

b) No principal residence having shoreline frontage on Twin Ponds may be erected which is less than 1,200 square feet. Non-waterfront Lot’s principal residences shall require a minimum of 750 square feet. The calculation of square footage shall be considered only habitable inside measurements and shall not include garage, basement or porches used as living space or recreational family rooms. The term “shoreline” has the same meaning as the “mean high water mark” of Twin Ponds.

c) Mobile homes, manufactured homes, yurts and double-wide modulars, park models and like structures are not permitted. No temporary structure or tent or unfinished structure may be used as a residence. Traditional camping, which is defined as occasional stays in a camper, motor home, or recreational type vehicle is permitted prior to the completion of the single family dwelling, provided however, that they must be positioned in an area on the Lot so that the vehicle or campsite cannot be seen from the waterbody known as Twin Ponds, or from any adjoining lot, Primary Road or Shared Access Road. In addition, any such vehicle must be

removed from the Lot between November 1 each year and May 1 each year, unless it is stored in an enclosed structure.

d) Residences may not be rented on a short-term basis. Rentals of 30 days or more are permitted, however, renters shall be subject to all restrictions set forth herein and in any instrument that affects the Lot and those established by the Association. Residences and Lots are not permitted for or intended to be owned by hunting clubs, fishing clubs or the like. No easement, license or lease for use of Twin Ponds may be granted by any Lot owner over their Lot to any person not renting a residence on their Lot, or as an appurtenance to or in connection with any off-water real property lot, whether said lot is part of this subdivision or not.

2. Setbacks

All new buildings and structures shall comply with the building setbacks. No structures shall be erected within 50 feet of any shoreline or 45 feet from the centerline of any Primary Road or Shared Access Road or side or rear line of any Lot, except that a lean-to may be located within twenty (20) feet of the water, as to its front setback, but must still be 45 feet from any side or rear line of any Lot. No well or septic system may be constructed closer than ten feet from any boundary line. No septic system may be located closer than 100 feet from any waterbody. All wells and septic construction and placement must comply with any governmental ordinances.

3. Building Height and Utilities

No structure shall have a height greater than thirty-five (35) feet. All electric services must be underground from their connection with the main electric line on any Primary Road or Shared Access Road to any and all structures on each Lot.

4. Architectural Review

Prior to construction, or land use or development, all structures or property improvements must be approved for matters such as size, design, exterior composition and colors, tree cutting and landscaping by an appointed Architectural Review Committee to be designated

by the Declarant or the Association. Earth-tone and subdued colors are required. Additional provisions regarding this Architectural Review and the Committee are set forth in the Declaration of Easements, Charges and Liens of Twin Ponds Preserve Subdivision.

5. Boathouses and Docks

No boathouses shall be permitted on any Lot. All shoreline docks may not exceed 20 ft. in length or 6 ft. in width. Only 1 dock per Lot is permitted. Docks are not subject to any setbacks. All docks must be floating with no sub-surface piers. Recreational swim floats are not permitted in order to maintain the natural setting of the waterway.

6. Twin Ponds Water Resource

Twin Ponds has a unique aquatic eco-system with floating bogs and a heritage strain trout population. Protecting this natural resource is of the utmost importance.

- a) Boating is restricted except for paddle use or electric trolling motors only (not to exceed the equivalent of 2.5 Horsepower). By way of example, Jet skis, wave runners, boats with internal combustion motors, or any other kind of personal watercraft is prohibited. The Declarant, on behalf of itself and its agents, reserves the right to use a boat that travels up to ten (10) mph for purposes of showing properties for sale during the time period that Declarant owns Lots in the subdivision, or property that adjoins this subdivision, or is entitled to be part of the Twin Ponds Preserve Homeowners Association Inc. This reservation shall expire when the Declarant no longer owns any Lots or property described in the above deed.
- b) Fishing is catch and release only. Artificial flies and lures (barbless) are permitted. Live bait is not permitted.
- c) All boats entering the waterway from another location must be thoroughly cleaned before use to protect against invasive species.

7. Shoreline Cutting

To preserve the character of the shoreline of Twin Ponds, no trees greater than 6 inches in diameter at breast height may be cut within fifty (50) feet of the shoreline with the exception of one (1) view corridor that may be created from the primary residence on each Lot. The view corridor must be limited to no more than sixty (60) feet in width. All other vegetation shall be protected, except for any diseased or dead trees that present a safety or health hazard. Tree cutting is permitted, but only outside the 50-foot setback zone except for the view corridor. No vegetation of any kind within six (6) feet of the shoreline may be cut, trimmed or removed, except that an aggregate total of twenty-five (25) linear feet of vegetation along the shoreline may be removed in an area (or areas) in front of any sited lean-to and/or in front of any dock area. Cutting plans shall be subject to approval by the Architectural Review Committee.

8. Lawns and Landscaping

Lawns are permitted provided they are no closer than fifty (50) feet from the shoreline. No pesticides, fertilizers or chemicals may be used on any Lot. All landscaping shall be subject to approval by the Architectural Review Committee.

9. Nuisance

- a) Except for household pets, no animals may be kept on any Lot, nor may any owner of a Lot raise, breed, or board dogs, or other animals on the Lot.
- b) No business or commercial trade shall be conducted on any Lot except for professional or artisan activity involving one's employment.
- c) No above ground swimming pools are permitted. Hot tubs, exterior showers and saunas are permitted provided they are screened from adjoining Lots.
- d) Antennas and Satellite dishes are permitted provided they are screened from adjoining owners.
- e) Outdoor lighting is permitted provided all fixtures shall be fully shielded or hooded to direct light vertically downward.

f) Fuel and propane tanks are permitted provided they are underground or concealed from the common road, lake view and adjoining Lots.

g) The use of ATV's, snowmobiles and unlicensed motorcycles is prohibited on any Lots, roadways, or any waterway. Licensed motorcycles, golf carts and utility vehicles (UTV's) with steering wheels are allowed on the roads and Lots, provided they are legally operated by a licensed driver and such use abides with the community speed limit of 20 miles per hour. Any unlicensed vehicle must be stored in an enclosed structure or location that cannot be seen from the waterbody known as Twin Ponds, or from any adjoining lot, Primary Road or Shared Access Road.

h) All trash, waste or garbage must be stored in containers, secure from wildlife. Containers must be stored in an enclosed structure. All trash must be hauled to the local dispensary.

i) The open burning of vegetation, trash or debris is prohibited. Recreational campfires in fire pits are permitted.

j) No noxious or offensive activities and no activities which would constitute a nuisance to others shall be permitted.

k) The discharge of firearms on Lots less than 50 acres in size is prohibited. On Lots of 50 acres or more the discharge of firearms is allowed for hunting purposes only. Target shooting or repetitive shooting is prohibited.

10. Signs

Property identification signs are permitted provided they are no greater than two (2) square feet in size and placed at the end of a parcel's entrance driveway. Property "for sale, or rent" signs or the like, are not permitted. Internally lit signs are not permitted.

11. Homeowner's Association

All Lot owners are obligated to be Members of the Twin Ponds Homeowners Association Inc. (hereinafter and previously the "Association") and shall be subject to the terms and conditions of the Declaration of Easements, Charges and Liens of Twin Ponds Preserve Subdivision, and the Bylaws, Rules and Regulations of the Association, the Certificate of Incorporation of the Association, and any amendments to the foregoing instruments.

12. Mailboxes

All mailboxes will be located at one central site, designated by the Declarant. Individual on-site mailboxes are prohibited.

13. Subdivision of Lots

No Lot may be further subdivided.

14. Hardship and Variance

The Declarant reserves to itself the right to vary or modify the aforesaid covenants, restrictions and easements, in specific cases of hardship or practical difficulty, where the basic intent and purpose of said covenants, restrictions and easements would not be violated. The Declarant may amend these covenants, restrictions and easements until such time as 2/3 of the Lots subject to this Declaration have been transferred from Declarant to third parties. After such time, any amendment to this Declaration shall require the consent of 2/3 of the owners of the Lots, and also the consent of 2/3 of the Members of the Association. No amendment may interfere with Declarant's right to further develop adjoining properties owned by Declarant, and if desired by Declarant, to benefit such properties with membership in the Association, subject to the Declaration of Easements, Charges and Liens of Twin Ponds Preserve Subdivision. No amendment may be made that precludes the use of the Twin Ponds waterbody by the owners of the Lots.

15. Acceptance of Deed and Title

Each purchaser of a Lot covenants, consents and agrees to and with Declarant and all

other Lot owners to keep, observe, comply with, and perform the covenants, conditions and restrictions contained in this Declaration. The Lots that shall subject to this Declaration shall be identified on survey maps as such and filed in the Franklin County Clerk's office. The Declarant reserves the right to make additional properties subject to this Declaration.

16. Binding Nature of Declaration

This Declaration, and any amendments thereto, shall be expressly binding upon the heirs, successors and assigns of the Declarant and each Lot owner of a Lot subject to this Declaration.

17. Enforcement

The Association, and its agents, shall have the exclusive right to enforce the provisions set forth in this Declaration, said enforcement provisions set forth in the Declaration of Easements, Charges and Liens of Twin Ponds Preserve Subdivision.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the 20th day of September, 2022.

TWIN PONDS PRESERVE LLC

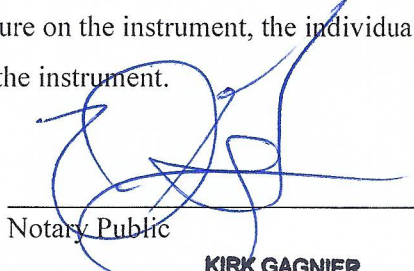


BY: TODD BLACK, MEMBER

STATE OF NEW YORK)
COUNTY OF FRANKLIN)

On the 20th day of September, 2022, before me, the undersigned, personally appeared **TODD BLACK**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



KIRK GAGNIER
Notary Public, State of New York
Registration No. 02GA6020882
Qualified in Franklin County
Commission Expires 03/08/23

GUARANTEE

TWIN PONDS PRESERVE LLC, the owner of the Twin Ponds Preserve subdivision hereby guarantees the following regarding Lot No. _____ in the Twin Ponds Preserve Subdivision:

1. In the event that the Primary Access Road and/or the Shared Access Road providing access to the above Lot from NYS Route 30 is not completed by July 30, 2023, then Twin Ponds Preserve LLC ("Seller") hereby agrees that upon written notice from the Buyer received by Seller no later than August 30, 2023, that Seller shall repurchase the Lot conveyed at the same contract sales price as it was sold to the Buyer.
2. In the event that the Main Utility Lines including electric, telephone and internet leading from NYS Route 30 over the Primary Access Road and/or the Shared Access Road that borders the Lot is not installed by September 1, 2024, then Seller hereby agrees that upon written notice from the Buyer received by Seller no later than September 30, 2024, that Seller shall repurchase the Lot conveyed at the same contract sales price as it was sold to the Buyer.

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Buyer: _____

TWIN PONDS PRESERVE LLC, Seller

By: Todd Black

Date: 9/20/22

Its: Member Associate VP (circle one)