

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, Deer Pen Estates, Inc. (the Developer) a New York Corporation, having an office at 228 Miller Avenue, Freeport, New York 11520, is the owner of a parcel of land described in Schedule "A" attached hereto, and:

WHEREAS, the Developer is desirous of subjecting the lots contained in the parcel of land described in Schedule "A" to certain covenants and restrictions which covenants and restrictions are to run within the land and premises and bind the owners and occupants of such property forever.

NOW, Therefore, the Developer, subjects the parcel of land described in Schedule "A" to the following Covenants and Restrictions.

1. Maintenance. All Lots and improvements thereon shall be maintained in good repair and overall appearance.

2. Requirements for Residences. Each Lot shall be used exclusively for private residential or recreational purposes. No structure except as hereinafter provided shall be erected, altered, placed or permitted to remain on any Lot other than one (1) family dwelling and two (2) additional accessory building which may include a private garage for not more than three (3) vehicles and/or guest quarters, having the same architectural design or style as the main building. The dwelling shall contain at least 1,200 square feet of living space exclusive of garage, porches or patio. Guest quarters will not exceed fifty percent

porches or patio. Guest quarters will not exceed fifty percent (50%) of such main dwelling square footage. The exterior of the Homes including trim, moldings, railings, windows, piping, fences, leaders, and gutters and other structures shall be constructed with stained wood, natural stone, non-reflective and muted or other earth tone materials within the medium or dark ranges of color, including roof materials and chimneys so as to blend with the environment. Utilities shall be required to be placed underground.

3. Noxious Activities. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, scrap or other waste and any household waste shall be kept in sanitary receptacles in an area not generally visible from any Roads or any adjoining residence. It shall also be the responsibility of each Lot owner to prevent the development of any unclean, unsightly, littered or otherwise unkept conditions of buildings or grounds on such Lot which would tend to decrease the attractiveness of the subdivision as a whole or of the specific Lot. No noxious or offensive activity shall be carried on upon any Lot. No mining, quarry, gravel pit (other than the use of soil, shale, gravel or stone for construction within the Development), clear cutting or trapping shall be permitted, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood. No portion of any Lot shall be used for the raising, breeding or commercial display of

any animals. Dogs shall not be permitted to run loose on Lots owned by others without their consent.

4. Accessory and Commercial Uses. No commercial or business activities shall be permitted in the Subdivision other than an accessory or professional use, artist's studio, agricultural use in accordance with sound conservation practices, Developer's construction or sales activities or business activities which shall not be visible or audible outside the residence or accessory building in which they are conducted. Traffic attributable to any of such uses shall not be in excess of that attributable to normal residential use.

5. Signs. No sign of any kind including "For Rent" or "For Sale" signs shall be displayed to the public view on any Lot, except for property identification not exceeding a combined total of six (6) square feet in size, and municipal building permits. Nothing herein shall prohibit the construction of street signs, larger signs at the entrances of the Development or at Developer's models or real estate sales office or Homes under construction.

6. Other Structures and Uses. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used or erected on any Lot at any time either temporarily or permanently as a residence nor shall any trailer, mobile home, A-frame or other similar structure be located, placed, stored, parked or maintained on any Lot at any

time, either temporarily or permanently. Notwithstanding this covenant, a trailer or mobile home and enclosed sanitary toilet facility may be used on a lot premises during the actual construction of a permanent home for a period not to exceed twelve (12) months subject to compliance with any applicable Municipal regulations and an unoccupied camper, motor home or recreational vehicle may be parked or stored on a lot in an area which is not generally visible from the roads or any adjoining residence. No clothes line, tower antennas, trailers, boats, commercial type trucks, snow plows, tractors or any other such vehicles, licensed or unlicensed shall be kept in any area generally visible from the roads or any adjoining residence. Dish antennas visible from the roads or any adjoining residence shall be black, green or brown mesh-type antennas and shall not exceed 36 inches in diameter.

7. Clearing of Land and Erosion Controls. All structures and driveways shall be constructed in such a manner so as to preserve the natural appearance of the land to the maximum practical extent. Clearings around houses shall be minimized to that convenient for the construction of the house and appurtenant structure(s), driveway, parking area, septic disposal and reserve areas, wells, ponds, drainageways and walkways and to maintain views. Trees shall be preserved where practical, and clearings in excess of 75 feet (75') around necessary improvements shall not be permitted. Where desirable to establish views, trees may

be topped or selective clearing of specific trees may be permitted and existing or new fields may be mowed or "brush-hogged" leaving desirable trees. No structure shall be constructed within 75 feet (75') of the center line of any Roads or proposed Roads or within 50 feet (50') of any Lot line except where the irregular shape or topography of the Lot shall cause severe practical difficulties. No trees having a diameter in excess of twelve inches (12") breast high may be removed within 75 feet (75') of the center line of any Roads or the line of any adjoining Lot except for dead, fallen or diseased trees, construction of a driveway which may only be cleared to a width of 25 feet (25') or the construction of the well, pond, drainageway, septic disposal or reserve area. Conservation, erosion and aesthetic measures shall be followed during and after construction including protection of trees and vegetation, mulching and seeding disturbed areas, use of staked hay bales and maintaining a neat and clean site. Construction of any and all buildings and other structures shall be completed within twelve (12) months of commencement of such construction including but not limited to completion of final backfilling and grading, enclosure and roofing, exterior staining, painting or other finishing and cleanup. Each Lot owner shall provide space for parking automobiles or other vehicles not less than 50 feet (50') away from the center of the Roads prior to the occupancy or use of any structure on said Lot.

8. Lighting. Exterior lighting shall be shielded and/or directed so as to not cause unnecessary glare outside the bounds of the Lot. Exterior lighting of grounds, walkways, parking areas and driveways is encouraged to be low to the ground where practical.

9. Sewage and Garbage Disposals. Sewage disposal or water supply systems shall be designed, located, installed, constructed, and maintained in accordance with the requirements and standards of the New York State Department of Health and New York City Board of Water Supply Department of Environmental Protection to the extent applicable. No garbage disposals or garbage grinders which discharge into the septic system shall be permitted in any Home and no foundation drains, sump pumps or roof drains are to be connected to septic tank lines. Septic effluent gray water or other pollutants shall not be permitted to drain into surface waters or any stream or drainage ditch.

10. Fencing. No fence, wall, hedge, partition or other barrier of any kind shall be erected or permitted on any portion of any Lot, greater than four (4) feet in height except for fencing when applicable specifically erected for the corralling of horses or other animals. In any event, no barbed wire fencing shall be constructed and all fences must blend with the environment.

11. Reconstruction of Improvements. In the event of damage or destruction by fire or other casualty to the Home on a Lot,

the owner shall, within twelve (12) months upon receipt of the insurance proceeds, repair or rebuild such damage or destroyed portions of the exterior of the Home in a good and workmanlike manner or level the house remaining and re-seed the perimeter to that it does not constitute an unsightly or unsafe condition.

12. Logging. Logging shall not be permitted on any Lots.

The foregoing covenants and restrictions are declared to be and shall be covenants attached to and running with the land and the Developer for itself or its successor or assigns hereby reserves the right to modify these covenants and restrictions as in its sole discretion it deems necessary in connection with the Developer's Plan of Development.

*Recorded in Greene
County*