



PUTNAM COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

RECORD & RETURN TO:  
(Name, Address, & Zip)

TYPE OR PRINT IN BLACK INK ONLY

Salvatore Cuccia  
P.O. Box 359  
Cross River NY 10518

GRANTOR/MORTGAGOR  
Salvatore C. Cuccia

DO NOT WRITE BELOW THIS LINE

DEC

INSTRUMENT TYPE: DEED \_\_\_\_\_ MORTGAGE \_\_\_\_\_ SAT \_\_\_\_\_ ASMT \_\_\_\_\_ OTHER \_\_\_\_\_ DECLARATION

RECORDING FEES	# OF PAGES
RCD FEE	6
STAT CHG	
REC MGMT	
CROSS REF	
CERT/COPY	
<b>TOTAL</b>	

RESERVE FOR TIME STAMP

JOSEPH L. PELOSO JR.  
PUTNAM COUNTY CLERK  
99 OCT 14 AM 11:31

DEED TRANSFER TAX

CONSIDERATION \$ 0

RECEIVED
<u>0</u>
REAL ESTATE
941
TRANSFER TAX
PUTNAM COUNTY

TP-584 (✓)  
\$5.00  
E&A ( )  
\$25.00

PUTNAM COUNTY CLERK'S OFFICE

RECORDED ON Oct 14, 1999

LIBER 1488 PAGE 229 AND EXAMINED.

*Joseph L. Peloso Jr.*  
JOSEPH L. PELOSO, JR.  
PUTNAM COUNTY CLERK

MORTGAGE TAX

MTX AMOUNT \_\_\_\_\_  
TOTAL TAX \_\_\_\_\_  
SERIAL NUMBER \_\_\_\_\_

AFFIDAVIT FILED ( )  
16283

MORTGAGE/DEED TAX DISTRICTS:

- TOWN OF CARMEL
- TOWN OF KENT
- TOWN OF PATTERSON
- TOWN OF PHILIPSTOWN
- TOWN OF PUTNAM VALLEY
- TOWN OF SOUTHEAST
- UNAPPORTIONED

MORTGAGE TYPES:

- A COMMERCIAL/VACANT LAND
- B 1 - 2 FAMILY
- C UNDER \$10,000
- D CREDIT UNION/PERSONAL MTG
- E 3 - 6 UNITS
- N EXEMPT

## DECLARATION OF COVENANTS AND RESTRICTIONS

DECLARATION made by SALVATORE <sup>C.</sup>CUCCIA residing at P. O. Box 374, Mohegan Lake, New York hereinafter referred to as the "Declarant"; the Declarant is the owner in fee simple of the following described property:

**WHEREAS ALL** that certain parcel of land situate in the Town of Philipstown, County of Putnam and State of New York, shown on that certain "Subdivision Plat prepared for Salvatore C. Cuccia..." which was filed in the Putnam County Clerk's office on May 27, 1988 as Map No. 2311.

**WHEREAS** the Declarant desires to restrict the use and enjoyment of said land and has for such purposes, determined to impose on said premises certain covenants and restrictions;

**WHEREAS** the Declarant also desires to create easements in favor of all of the owners of lots shown on the aforesaid revised subdivision plat to use the areas designated thereon as Right of Way and to limit and restrict the use thereof as hereinafter provided.

**NOW, THEREFORE,** the Declarant does hereby declare: (a) that the premises shown on the aforesaid subdivision plat shall be held and conveyed subject to the covenants and restrictions hereinafter set forth; and (b) that easements are hereby created on portions hereinafter mentioned of such premises and the use and enjoyment of the area affected by said easements are limited and restricted all as hereinafter set forth.

1. All of the numbered lots shown on such subdivision Map shall be known and hereinafter referred to as "residential lots" and none of such residential lots shall be subdivided.

2. "Residential lots" shall be used for residential purposes only; each lot shall be used by no more than one family and no dwelling or structure erected, placed or maintained thereon shall be used for a hotel, boarding or lodging home or apartment house or for any purpose except as a private dwelling for one family and uses incidental thereto.

3. No trucks and other commercial vehicles, equipment, machinery, trailers, mobile home, campers, motorcycles, motor bikes, snowmobiles or trail bikes shall be permitted to be parked, stored or maintained overnight on any residential lot except in an enclosed garage. Automobiles and the vehicles, equipment and machinery referred to in the preceding sentence shall not be parked overnight on Right of Way. Unregistered and/or unlicensed trucks, other commercial vehicles, equipment, machinery, trailers, mobile homes, campers, motorcycles, motor bikes, snowmobiles, trailbikes and automobiles shall not be permitted to be parked, stored or repaired on any part of a residential lot except if garaged and shall not be permitted to be parked, stored, repaired or operated on Right of Way. Snowmobiles, motorcycles, motorbikes and trailbikes shall not be operated in such a manner as to cause annoyance to residential lot owners.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, outbuilding or similar adaptation for the temporary habitation of any character shall be erected, placed, used or maintained upon any residential lot.

5. No signs of any kind shall be displayed to the public view on any residential lot except one professional sign, if appropriate, of not more than ONE foot square and one sign of not more than FIVE square feet advertising the residential lot and/or dwelling for sale.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot except dogs, cats or other domesticated household pets provided further that such pets are not vicious, offensive, annoying or dangerous, or kept, bred or maintained for commercial purposes. All such dogs, cats or other domesticated household pets shall be kept within the confines of their owner's residential lot unless they are properly leashed and shall be kept within the owner's dwelling or garage during the hours of darkness.

7. No residential lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall be kept in adequate sanitary containers concealed from public view. No incinerators or other equipment for the disposal of such material shall be permitted.

8. No gravel, sand, rock, soil, minerals or trees shall be removed from any residential lot except for construction on the ground of the structures permitted hereunder or for the proper grading and landscaping for such construction.

9. No owner or occupant of any residential lot shall hinder, dam, divert or obstruct the flow of any brook, drainage easement, stream or other natural water course on a "residential lot".

10. Each of the three (3) lot owners shall cooperate to maintain the views of the Hudson River including permitting the topping of trees so long as it does not interfere with the reasonable enjoyment of their own lot. No cutting of trees shall be permitted without seventy-two (72) hours notice to all lot owners and consent of same.

11. All residential lots and the buildings, structures, driveways, and sanitary facilities thereon or hereafter erected thereon and the use of the same shall conform to and be subject to the appropriate building code, zoning laws and ordinances, public health laws and other requirements and recommendations of any governmental body having jurisdiction thereof.

12. All utilities installed to service the lots herein may be installed above ground within this right of way to the point of intersection between the right of way and the dividing line between Lots 1 and 2 as shown on the subdivision map. All utilities installed elsewhere on any lot shall be installed underground.

13. Each residential lot shall be used for residential purposes only and no dwelling, building or structure shall be erected, placed or maintained upon any said residential lot other than one private dwelling house suitable for year-round occupancy containing a central heating system and having no less than twenty-five hundred square feet of enclosed centrally heated habitable space exclusive of a cellar, basement, garage, porch, deck, patio and other structure(s) incidental to the dwelling house. This provision shall not prohibit the construction of detached structures incidental to the dwelling house.

(a) No structure, building or dwelling shall be erected or placed on any residential lot until the construction plans and specifications and a plot plan showing the location of the proposed improvements have been approved by the Declarant as to the compatibility of materials, their finish and color, harmony of external design with

existing or contemplated improvements and as to location with respect to topography and the improvements' elevation. Declarant's approval shall not be unreasonably withheld.

(b) The Declarant's approval or disapproval as required in this covenant shall be in writing. In the event the Declarant fails, in writing, to approve or disapprove within 30 days after all of the necessary and required plans, specifications and plot diagram have been submitted to him, approval will have been deemed obtained and the related above covenant shall be deemed to have been fully complied with.

14. A building, dwelling or other structure erected or placed on any residential lot shall be completed and a certificate of occupancy obtained within 18 months after the start of actual construction.

15. It is understood and agreed that the Declarant reserves for himself, his heirs, successors and assigns the right and privilege, but not the obligation, to transfer to the Town of Philipstown, County of Putnam, State of New York, all right, title and interest in the fee of the Right of Way for dedication by said Declarant, his heirs, successors or assigns of Right of Way to the Town of Philipstown as a Town Road.

16. The Declarant reserves for himself, his heirs, successors and assigns and for the benefit of other property now owned or after acquired by him or them a permanent perpetual easement and a right of way for ingress, egress and regress, drainage, utilities and any other purpose consistent with land development and use within, on, above or under the areas designated on said revised subdivision plat as Right of Way.

17. The Declarant reserves the right for himself, his heirs, successors and assigns, and for the benefit of other property now owned or after acquired by him or them, the right to grant permanent perpetual easements and rights of way within, or above or under the areas designated on said revised Subdivision Plat as "Right of Way" for the purposes of ingress, egress, regress, drainage, utilities and any other purpose consistent with land development and use.

18. That nothing herein contained shall be construed, nor shall there be any obligation upon the Declarant, his successors, assigns or heirs to restrict in any manner any other property now or after acquired by the Declarant other than the three lots shown on the revised Subdivision Plat above referred to.

19. Each of the owners of residential lots, their heirs, successors and assigns are hereby granted a permanent perpetual easement and right of way for ingress, egress and regress within the area designated on said revised Subdivision Plat as "Right of Way" in its entirety subject to the restrictions and limitations specifically set forth within this Declaration.

20. (a) The maintenance of "Right of Way" as shown on Map #2311(A) shall be a joint or shared obligation of the 3 lot owners. Any owner who takes title to a lot on or before December 31 of any year becomes responsible for his one-third share of the succeeding year's maintenance on January 1 of the succeeding year. The maintenance obligation then continues in perpetuity and shall run with the land. Failure to pay the maintenance charges within 30 days of the billing date shall permit the other lot owners to file a lien against the property of those who are delinquent. Matters concerning the maintenance of "Right of Way" area shall be determined by a simple majority of residential lot owners in good standing. Each residential lot entitles its owner or owners to one vote only and the person whose name first appears on the deed shall be entitled to

the vote. A lot owner is in good standing only if he has paid his prior and current maintenance charges. The Declarant will maintain the right of way herein until January 1, 1999 at his sole cost and expense, or until 1 (one) certificate of occupancy is issued, whichever is sooner. After January 1, 1999, and until a certificate of occupancy has been issued for each dwelling on each of the three residential lots, the owners who are eligible for or receive certificates of occupancy for their dwellings shall be responsible for their proportionate share of the succeeding year's maintenance obligation.

(b) Each of the three residential lot owners shall be responsible for their proportionate share of each year's snowplowing expense. As each lot is sold by Declarant the purchaser becomes liable for one-third the cost of snowplowing. When the first lot is sold the purchaser is responsible for 100% of the snowplowing, however, the lot owner will not be responsible for plowing the "right of way" beyond the northern boundary line of his lot. When the second lot is sold the two owners will be responsible for 50% each of the snowplowing expense. When the third lot is sold each of the three owners will contribute one third of the total cost to the snowplowing expense. The Declarant is not responsible for any snowplowing expense unless he retains one of the lots and constructs a residence on same.

(c) Each lot owner who constructs a residence on his lot shall be responsible for damage to or change in the condition of the "Right of Way" during construction. The individual lot owner shall, within sixty (60) days after the issuance of a certificate of occupancy, repair and restore the "Right of Way" to its pre-construction condition.

(d) No lot owner shall pave any portion of the "Right of Way" without the written consent of all of the lot owners.

21. All utility lines servicing the property shall be installed underground except that overhead wires will be permitted along the "Right of Way" from the intersection with Route 9 to a point at the boundary line between lots 1 and 2 on the filed map. Each lot owner shall grant such easements as may be necessary for the installation and maintenance of utility service.

22. Each residential lot owner and the successors, assigns and heirs of such residential lot owner shall hereafter insert in every deed of conveyance, lease, mortgage or contract relating to the sale, lease occupation or use of such residential lot and dwelling the following clause:

"Subject to certain covenants, restrictions and agreements as imposed by a certain Declaration by Salvatore Cuccia dated Oct. 6, 1999 and recorded in the Putnam County Clerk's Office at Carmel, New York, and to any modifications thereof as may be hereafter recorded.

23. Each and every one of the covenants and restrictions in this Declaration shall attach to and "run with the land" and shall bind and inure to the respective lot owners, their successors, assigns, heirs, distributees, or estate representatives. The covenants and restrictions herein may be enforced by the Declarant, his heirs, successors or assigns, or other residential lot owners, all of whom have the right to use for and obtain an injunction or other court order, prohibitive or mandatory, to prevent the breach of or to compel compliance with the covenants and restrictions above set forth and the failure of the Declarant, his assigns, successors or heirs to enforce any of the covenants and

restrictions herein set forth shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. The violation of these restrictions shall not affect nor render invalid the lien of any mortgage made in good faith or for value.

24. If litigation is required to enforce a violation of the covenants and restrictions herein, the defendant(s) shall pay the reasonable attorney's fees of the plaintiff(s) provided that it is determined by a court of competent jurisdiction that the defendant(s) has, in fact, violated the said covenants and restrictions. Nothing herein shall preclude the court from awarding money or other damages to the plaintiff(s) in addition to the attorney's fees.

25. Any notice required to be sent to any residential lot owner or to the Declarant under the provisions of this declaration shall be deemed to have been properly sent when delivered personally or when mailed certified, return-receipt postpaid to the last known address of the person who appears as the residential lot owner on the records of the Putnam County Clerk's Office at Carmel, New York, at the time of such mailing.

26. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision of this Declaration, all of which shall remain in full force and effect.

27. Anything herein to the contrary notwithstanding, it is not intended to and this Declaration, shall not be deemed to affect or impair any existing covenant, restriction or agreement of record affecting real property within the revised Subdivision Plat.

28. Whenever the word "Declarant" is used, it shall mean Salvatore Cuccia, his heirs, successors or assigns.

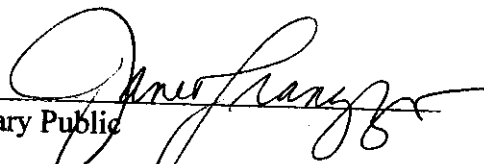
29. The covenants and restrictions herein shall all "run with the land" and be binding upon future grantees, assignees and owners by whatever named called of the 3 lots designated on Map #2311.

30. All of the lots herein are further subject to the terms of a Conservation Easement dated December 30, 1986 between Lars I. Kulleseid as Grantor and Open Space Institute as Grantee recorded February 25, 1987, in the Office of the Putnam County Clerk, Division of Land Records, at Liber 940 Page 77.

  
SALVATORE CUCCIA  
C.A.

State of New York, County of Putnam

On the 6th day of October, 1999 before me the undersigned, personally appeared Salvatore Cuccia 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

JANET GRANUZZO  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN WESTCHESTER COUNTY  
MY COMMISSION EXPIRES OCT. 31, 2000

R & R -  
PO Box 359  
Cross River NY  
10518