



Declaration of Protective Covenants

A.P.O. Sleepy Hollow Lake, Inc.
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**The Association of Property Owners of
Sleepy Hollow Lake, Inc.**

Declaration of Protective Covenants

This instrument prepared by Jeremiah F. Manning of Ainsworth, Sullivan, Tracy and Knauf, 75 State Street, Albany, New York 12207.

Declaration of Protective Covenants

This Declaration is made as of March 27, 1972 by Sleepy Hollow Lake, Inc. (Declarant).

RECITALS

Declarant owns all of the real property know as Sleepy Hollow Lake, a subdivision situated in the Township of Athens and Coxsackie and the Village of Athens, Greene County, New York, according to the plats thereof recorded in the Office of the County clerk of Greene County, New York, in Book 458, Page 612, which subdivision is hereinafter referred to as "The Development".

Declarant is about to sell and convey the Lots situated within the Development and desires to impose upon them mutual and beneficial restrictions, covenants, conditions, real and predial servitudes and charges under a general plan or scheme of improvement for the protection and benefit of all of the Lots in the Development.

NOW, THEREFORE, Declarant declares that all of the Lots located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following declarations, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said Lots and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and each of said Lots situated therein and for the protection and benefit of the Association. All of the provisions of this Declaration are intended to create "mutual, real or predial servitudes" upon each of said Lots herein and to create reciprocal rights and duties between and among the respective owners of all of said Lots. All of such provisions shall, as to the owner of each such Lot his heirs, executors, administrators, distributees, successors or assigns operate as covenants running with the land for the benefit of each and all other Lots in the Development and their respective owners and for the Association.

I. DEFINITIONS.

The following terms as used in this Declaration are defined as follows:

- A. "ASSOCIATION" means the Association of Property Owners of Sleepy Hollow Lake, Inc., a New York not-for-profit corporation.
- B. "BOARD" means the Board of Directors of the Association.
- C. "BY-LAWS" means the code or codes or rules adopted for the regulation or management of the affairs of the Association irrespective of the name or names by which such rules are designated as the same may be amended from time to time.
- D. "COMMITTEE" means the Environmental Control Committee.
- E. "COMMON AREAS" means:
 - 1). all streets, lakes, parks, recreational and community facilities and all other areas in the Development not subdivided into Lots, except the areas so designated on the Plat and except all water and sewer lines, mains and equipment at any time installed in any street or easement in the Development;

- 2). all real property, which may be designated by Declarant as Common Areas in any map or instrument (including any instrument of conveyance from Declarant to the Association) hereafter recorded; and
 - 3). all real property acquired by the Association whether acquired from Declarant or otherwise.
- F. "DECLARANT" means Sleepy Hollow Lake, Inc. or its assigns and successors.
 - G. "DECLARATION" means this Declaration of Protective Covenants and any amendments hereto.
 - H. "DEVELOPER" means Sleepy Hollow Lake, Inc. and its assigns or successors.
 - I. "DEVELOPMENT" means Sleepy Hollow Lake, a recreational community developed by Sleepy Hollow Lake, Inc., as the same may be shown on maps thereof recorded from time to time.
 - J. "DEVELOPMENT PERIOD" means the period from commencement of construction and the sale of the first Lot in the Development to the date of the completion of construction or ten (10) years from the sale of the first Lot, whichever event occurs last.
 - K. "IMPROVEMENTS" means all single family dwellings, buildings, out buildings, roads, drive-ways, parking areas, fences, retaining walls, and other walls, docks, piers, hedges, poles, and any other structures of any type or kind.
 - L. "LOT" means any numbered Lot on the Plat except utility Lots and other excluded Lots as filed and recorded in the County Clerk's Office, County of Greene, State of New York, in Book 458, at Page 612 and any revision thereof. See definition of Plat below.
 - M. "OWNER" means:
 - 1). Any person, including Declarant, who holds fee title to a Lot or an undivided interest in fee title to a Lot; or
 - 2). Any person who has contracted to purchase fee title to a Lot or an undivided interest in fee title to a Lot, under a written agreement in which case the seller under said agreement shall cease to be the "Owner" while said agreement is in effect; or
 - 3). Any lessee of a Lot under a recorded lease from the owner of fee title to said Lot for a term of not less than fifty (50) years, in which case the lessor under said lease shall cease to be the "Owners" while said lease is in effect.
 - N. "PLAT" means the maps of the Development recorded in the Office of the County Clerk of Greene County, New York, in Book 458, Page 612, and such revisions thereof as made from time to time to be filed in said office by Declarant as amended.
 - O. "SINGLE-FAMILY DWELLING" means a residential dwelling for one or more persons each related to the other by blood, marriage or legal adoption, or a group or not more than three (3) persons not so related, together with his or her domestic servants, maintaining a common household in such dwelling.

Whenever the terms defined above are used herein it is intended that these terms be interpreted precisely as defined even though the terms are not set-off by quotation marks or capitalized.

2. GENERAL APPLICATION – LOTS.

- A. Accessory Outbuildings.** No garage or shed shall be built on any Lot before a Single-Family Dwelling is built on that Lot. No garage, shed, temporary building, or partially completed building shall be used for human habitation.
- B. Fences.** All property lines shall be kept free and open, and no fences, hedges or walls shall be constructed except as permitted by the Committee.
- C. Completion of Construction.** Every Improvement once begun, shall be completed within six (6) months. No construction can be commenced unless and until the full amount of a purchase price of a Lot with interest is paid and until the full amount of assessments due the Association are paid. Improvements not completed within six (6) months, Improvements on

which construction has been interrupted for ninety (90) days, and Improvements partially or totally destroyed and not rebuilt within six (6) months shall be deemed a nuisance. Declarant may remove any such nuisance or repair or complete the same, at the cost of the Owner.

- D. Prohibition Against Used Buildings.** No used buildings shall be placed on any Lot.
- E. Maintenance of Lots.** Each Lot, whether occupied or unoccupied, and all Improvements shall at all times be maintained in good and clean condition; grass shall be mowed; rubbish and debris removed; and weeds controlled. If any Lot or any Improvement thereon is not so maintained Declarant may maintain, restore or repair, the cost of which shall be added to and become a part of the annual charge to which such Lot is subject. Neither Declarant nor any of its agents or employees or contractors shall be liable for any damage which may result from any maintenance, restoration or repair work performed hereunder.
- F. Sewer Disposal.** The Central Sewage disposal system constructed or to be constructed by Declarant, as said system may at any time be improved, or otherwise altered, shall be the sole sewage disposal system for the Development. No Owner shall install or use any alternative system or method of sewage disposal. All plumbing fixtures, washers, toilets, and similar equipment on any Lot shall be connected to the central system through the sewer main now or hereafter installed by the Declarant. No outside toilet shall be constructed on any Lot. No roof ladders, cellar drains, sumps or footing drains may be connected to such system.
- G. Water System.** The central water system constructed or to be constructed by Declarant, as said system may at any time be improved, or otherwise altered, shall be the sole water system for the Development. No Owner shall install or use any alternative system or method of water supply.
- H. Sewer Charges.** Each Owner shall pay to the entity which shall own and operate the sewage facilities:
1. A minimum monthly availability charge, initially at the rate of Ten Dollars (\$10.00) per month per Lot, or at such other rate as shall be established from time to time. This minimum charge shall commence once a sewer main is available at such Lot, and continue thereafter so long as a sewer main is available for use, irrespective of whether use is made thereof in connection with such Lot.
 2. A monthly charge for each Lot upon which a single family dwelling has been erected at a rate as shall be established by the said sewer entity in accordance with the laws of the State of New York.
 3. A connection fee in the amount of Five Hundred Dollars (\$500.00) payable before the connection is made.
- I. Water Charges.** Each Owner shall pay to the entity which shall own and operate the water works facility:
1. A monthly charge for each Lot upon which a single family dwelling has been erected at a rate as shall be established by the Owner of said water entity in accordance with the laws of New York State.
 2. An estimate connection fee in the amount of One Hundred Fifty Dollars (\$150.00) payable before the connection is made. This does not include service from the meter to the house.
- J. Nuisances.** No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.
- K. Signs.** Except as permitted by the Committee, no person, except Declarant, shall erect or maintain upon any Lot or Improvement any sign or advertisement.
- L. Animals.** No animals shall be kept on any Lot except the usual household pets. Household pets shall be kept reasonably confined so as not to become a nuisance.

- M. Vehicle Parking.** No vehicle shall be parked on any street in the Development.
- N. Garbage and Refuse Disposal.** No Owner shall burn or permit the burning out-of-doors of garbage, trash, or other household refuse.
- O. Concealment of Fuel Storage Tanks and Trash Receptacles.** Every fuel storage tank on any Lot shall be either buried below ground or screened to the satisfaction of the Committee. Every receptacle for rubbish shall be underground or shall be so placed and kept as not to be visible from any street or lake within the Development.
- P. Restriction on Construction of Model Homes.** No building that is to be used as a model home or exhibit house shall be built without the prior written permission of the Committee.
- Q. Restrictions on Temporary Structures.** No travel trailer or tent or other temporary structure shall be placed or erected on any Lot, nor shall any overnight camping be permitted on any Lot.
- R. Removal of Trees.** No tree over three (3) inches in diameter may be cut down without the prior written consent of the Committee.
- S. Limited Access.** There shall be no access to any Lot on the perimeter of the Development except from designated roads within the Development.
- T. Docks, Piers, Etc.** No pier, dock or other structure shall extend more than fifteen (15) feet into any lake. No pier, dock or other structure shall be built without written permission of the Committee, which permission shall be a revocable license.
- U. Ditches and Swales.** Each Owner shall keep drainage ditches and swales located on his Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his Lot as may be reasonably required by the Committee.
- V. Resubdivision.** No Lot shall be subdivided.
- W. Drilling and Mining.** No drilling, refining, quarrying or mining operation of any kind shall be permitted on any Lot.
- X. Boathouses.** No boathouse shall be permitted. Boat docks, the highest projection of which shall not exceed the elevation of the land adjoining such docks, shall be permitted to be constructed adjoining any waterfront Lot with the approval of the Committee.
- Y. Native Growth.** The native growth on any Lot shall not be permitted to be destroyed or removed except as approved in writing by the Committee. In the event such is removed, except as stated above, the Committee may require the replanting or replacement of same, the cost thereof to be borne by the Lot Owner.
- Z. Radio and Television Antennas.** No exposed or exterior radio or television antennas shall be erected, placed or maintained on any part of any Lot, but this restriction may be waived by the Committee. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines or antennas.
- AA. Letter and Delivery Boxes.** The Committee shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto.
- BB. Clothes Lines.** Clothes lines or drying yards shall be so located as not to be visible from the street serving any Lot or from the waterfront.
- CC. Garbage Receptacles.** Garbage receptacles shall be in complete conformity with sanitary rules and regulations. No garbage incinerators shall be permitted.
- DD. Changes in Elevations.** No substantial changes in the elevation of the land shall be made on any Lot without the approval of the Committee.
- EE. Private Swimming Pools.** No private swimming pools are allowed to be constructed on any Lot by the Owner of any Lot of this subdivision except as approved by the Committee.
- FF. Taxes and Government Limitations.** Any conveyance of any Lot is made subject to taxes and other assessments if any, levied or assessed against the property in the year in which it is conveyed and subject to all restrictions and limitations imposed by the governmental authority.

3. GENERAL APPLICATION – COMMON AREAS.

- A. Ownership.** All Common Areas are private property and shall remain private property. Declarant's execution and recording of the Plat shall not be construed as a dedication to the public of any of the Common Areas. A license upon such terms and conditions as Declarant shall from time to time specify for the use or enjoyment of each of the common Areas is granted to the persons who are from time to time junior members or associate

members of the Association which forms of membership are defined in the By-Laws of the Association annexed hereto.

Declarant shall convey the Common Areas to the Association after the Development Period and Declarant shall have the right to convey all or any part of the Common Areas to the Association at any time prior to said date. On the date of said conveyance, the Common Areas, or the part thereof conveyed, shall be subject to liens for taxes not then delinquent, such easements and right of ways as then appear of record and such other matters of record as Declarant may at the time of such conveyance make by deed which shall be deemed delivered for all purposes upon Declarant's recording thereof in the Office of the County Clerk of Greene County, New York. Upon conveyance of all the Common Areas to the Association, all rights, powers, privileges and immunities of Declarant, as such, shall vest in the Association.

- B. Maintenance.** So long as Declarant owns any Common Area, Declarant shall maintain and repair the common Area and receive reimbursement from the Association for the cost thereof. After conveyance to the Association of any Common Area, the Association shall maintain and repair that Common Area.

4. LAND USE.

General. The Development will be improved in Units. The approved plan for Unit #1 of the Development does not include a plan or authorization for mobile or multi-family dwellings. Plans for other units of the Development will include plans and authorization for mobile or multi-family dwellings.

Lots. No Improvement except a Single-Family Dwelling and such outbuildings as are usually accessory thereto shall be constructed, placed or permitted to remain on any Lot. The following restrictions shall apply specifically to such Lots, except as approved by Environmental Control Committee.

- I. Single-Story Construction.** Each such dwelling shall be Single-Story, unless split-level or two-story construction is approved by the Committee.
- II. Set Backs.** Except as shown on the Plat every dwelling shall be at least:
 - (a) 50 feet from the nearest lake.
 - (b) 25 feet from the front Lot line.
 - (c) 10 feet from each side Lot line.
 - (d) 25 feet from the rear Lot line.
- III. Elevation.** Each dwelling must have its first floor elevation at least at elevation seventy-six (76) feet.
- IV. Soil Limitations.** Certain Lots on the Plat are designated and set-off by symbol. The symbols and their meaning are outlined below:
 - A.** Those Lots designated with an asterisk will require before construction or placement of a Single-Family Dwelling thereon an analysis of set back restrictions, topography and location of drainage easements. Plans for Single-Family Dwellings thereon submitted to the Committee must demonstrate recognition of the above restrictions and the design solution therefore. In no event will construction on these Lots be allowed to interfere with the free passage of storm drainage run-off.
 - B.** Those Lots designated with the symbol "B" have certain soil limitations and building set back restrictions. The following additional restrictions will apply:
 - (a) Fills for house construction shall be less than two feet in height.
 - (b) Cuts for house construction shall be less than six feet in depth.
 - (c) All construction shall be within the building restriction lines shown on the Plat.
 - C.** All other Lots have the following additional restrictions:
 - (a) Fills for house constructions shall be less than six feet in height.
 - (b) Cuts for house construction shall be less than twelve feet in depth.

5. PROVISIONS WITH RESPECT TO LAKES AND LOTS CONTIGUOUS THERETO.

- A. Ownership of Lake Front Lots.** The boundary of any Lot which is shown on the Plat as contiguous to a lake shall be the shoreline of said lake as said shoreline would be if the water level in said lake were one vertical foot above the normal maximum water level of said lake.

- B. Limitations on Water Rights.** No Owner of a Lot which is shown on the Plat as contiguous to a lake shall have any right with respect to any stream that is a tributary of any such lake or with respect to such lake, the land thereunder, the water therein, or its or their elevation, use or condition, nor shall such owner have any riparian rights or incidents appurtenant. No person shall acquire title to any land in the development by accretion, reliction, submergence or changing water levels.
- C. Right to Remove Accretions.** Declarant shall have the right at any time to dredge or otherwise remove any accretion or deposit from any lake front Lot in order that the shoreline of the lake to which such Lot is contiguous may be moved inland toward or to the boundary of said Lot.
- D. Declarant's Non-responsibility for Damages.** Neither Declarant nor the Association shall be liable for damages caused by erosion, washing or other action of the water of any lake.
- E. Right to Change Level of Lake.** Declarant shall have the right to raise and lower the water level of any lake in the Development; provided, however, that such right shall not permit raising the water level more than one vertical foot above the normal maximum water level indicated on the Plat.

6. THE ENVIRONMENTAL CONTROL COMMITTEE.

A. General Powers of the Committee.

- I. Power to Approve Plans.** No Improvement may be constructed on any Lot without the prior written approval of the Committee. Such approval shall be granted only upon written application in the manner and form prescribed by the Committee, accompanied by two sets of site, landscaping and foundation plans and specifications for such Improvement which plans and specifications are signed by a New York licensed architect or engineer. The application shall show the location of all Improvements existing upon said Lot, the location of the Improvement proposed to be constructed, the color and composition of all exterior materials to be used, any proposed landscaping, complete and particularized plans and specifications for foundations and any other information which the Committee may require.
- II. Power of Disapproval.** The Committee may disapprove any application:
 - A. Which does not comply with this Declaration; or
 - B. Because of reasonable dissatisfaction with grading plans, location of the proposed Improvement on a Lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed Improvement, the materials used therein, the kind of pitch or type of roof proposed to be placed thereon, or
 - C. If, in the judgment of the Committee, reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the Improvements erected on other Lots.
- III. Power to Grant Variances.** The Committee may allow reasonable variance from the provisions of this Declaration if literal application thereof results in unnecessary hardship, if such variance is in conformity with the general intent of this Declaration, and if the granting of such variance will not be materially detrimental or injurious to the Owners of other Lots, provided that the Committee shall not permit any travel trailer or tent to be placed or erected on any Lot or permit any overnight camping on any Lot.
- IV. Power to Charge Fees.** The Committee may require a reasonable filing fee to accompany each submission of plans and specifications.
- B. Committee Membership.** The Committee shall be composed of three (3) members appointed by Declarant. In any event, the Committee shall include a member of the Association, an architect and a licensed engineer; the architect and licensed engineer need not be members of the Association. Vacancies shall be filled by Declarant, or if Declarant fails to do so within two (2) months, by the Board. After the Development Period, the Board may thereafter appoint and remove Committee members pursuant to the directions and qualifications herein set forth.
- C. Duties of the Committee.** The Committee shall act within thirty (30) days after all required information shall have been submitted. The Committee shall retain one copy of

submitted material and return the other copy. All notices to applicants shall be in writing. Any disapproval shall specify the reason therefor. The approval of the Committee of plans and specifications shall not be a waiver by the Committee of its right to object to any of the features or elements contained in any subsequent plans or specifications submitted for approval. The Committee may inspect work being performed to assure compliance with this Declaration and the Committee's rules. Failure of the Committee to act upon an application within thirty (30) days shall constitute approval of this application. At any time prior to the completion of construction of an Improvement, the Committee may require a certification of the contractor, the Owner, or a licensed surveyor, that such proposed Improvement does not violate any set back rule, ordinance or statute or encroach upon any easement or right-of-way of record. Such certification shall be delivered to the Committee within ten (10) days prior to construction of such Improvement. The Committee shall adopt written rules governing its procedures.

- D. Liability of Committee.** Neither the Committee, the Declarant, the Association, nor any person acting on behalf of any of them, shall be responsible in any way for any defects in plans or specifications or other material submitted to the Committee, nor for any defects in any work done.
- E. Appeals.** Any Owner shall have the right to appeal to the Board from any adverse decision of the committee within thirty (30) days after the giving of notice of disapproval, and the Board shall have authority to confirm, reverse or modify the decision of the committee.

7. EASEMENTS.

- A.** Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these restrictions, the following easements and/or rights-of-way.
 - I.** For the use and maintenance of drainage courses of all kinds designated on the Plat as "Drainage Easements". These easements are twenty (20) feet in width unless otherwise specified on the recorded Plat and are centered above the existing drainage channels.
 - II.** For maintenance and permanent stabilization control of slopes in the slope-control areas as set forth in the note regarding slope easements on the Plat.
- B.** Declarant has dedicated, or will dedicate, to Greene County and/or the appropriate utility company or companies, including cable TV, right-of-way and easement areas for the installation and maintenance of public utilities over strips of land five (5) feet in width along side and rear property lines and ten (10) feet in width along the front property line of all Lots as noted on Plats, together with the accessory right to locate guy wires, braces or anchors.
- C.** Declarant reserves for itself, its successors or assigns, an exclusive easement for the installation and maintenance of radio and television transmission cables within the right-of-way and easement areas reserved and defined in paragraph 7-B above.
- D.** On each Lot, the right-of-way and easement areas reserved by Declarant or dedicated to public utility purposes shall be maintained continuously by the Lot Owner but no structures, plantings or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel would hinder the orderly development of a Lot the drainage channel may be relocated on such Lot provided the newly formed drainage swale is properly stabilized and provided, such relocation does not cause an encroachment on any other Lot in the Development. Improvements within such areas shall also be maintained by the respective Lot Owners except for those for which a public authority or utility company is responsible.
- E.** The Lots in the Development shall be burdened by such additional easements as may be shown on the recorded Plat.
- F. Lake and Shoreline Maintenance.** A fifteen (15) foot wide strip along the line of any Lot abutting a lake is reserved for lake and shoreline maintenance.

- G. Flooding Easement.** A flowage and flooding easement is reserved on each lake front Lot equal to the lake front building set back line as provided in Section 7-F. above.
- H. Streets.** An easement is reserved on, over and under all streets in the Development, for the purpose of installing, maintaining and operating utilities thereon or thereunder; for the purpose of drainage control; for access to any Lot; and for purposes of maintenance of said streets.
- I. Sewer, Water, Power and Telephone Easements.** An easement is reserved ten (10) feet wide centered over the sewer or water pipe, power and telephone lines, as constructed or hereinafter constructed by the Declarant through Lots.
- J. Walkway Easement.** A ten (10) foot walkway easement is reserved by the Declarant in front of each Lot in the Development.
- K. Use or Maintenance by Owners.** No Improvement, Single-Family Dwelling planting or activity shall be permitted on said easement which may damage or interfere with the use of said easements for the purposes herein set forth.
- L. Liability for Use of Easements.** No Owner shall have any claim against Declarant or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or on the Plat except in case of willful or wanton misconduct.

8. ANNEXATION OF SUBSEQUENT UNITS OR PARCELS.

- A. Property to be Annexed.** Declarant may, from time and in its sole discretion, annex to the Development any other real property which from time to time may be owned by Declarant and which is adjacent to the Development.
- B. Manner of Annexation.** Declarant shall effect such annexation by filing or recording a map or Plat of the annexed area and by signing and recording a supplement to this Declaration which shall:
 - I. Amend the description of the Development to include the annexed area;
 - II. Amend the Definition of the term "Plat" to include such map or Plat;
 - III. Set forth any additional covenants, restrictions or easements specifically applicable to the annexed area; and
 - IV. Contain such provisions as, in the opinion of counsel for Declarant, shall be necessary or appropriate to integrate the annexed area into the Development and to extend the provisions of the Declaration to the annexed area.

Upon the filing or recording of such map or Plat and the recording of such supplement, the annexed area shall be part of the Development and subject to this Declaration, as supplemented as fully and with the same force and effect as if the annexed area were part of the Development on the date of the recording of this Declaration.

9. THE ASSOCIATION.

The Association has been created as a not-for-profit corporation. The By-Laws of the Association are annexed hereto and as such are made an integral part hereof. The said By-Laws should be read as an integral part of this Declaration.

10. REMEDIES.

- A. Enforcement.** Declarant and each person to whose benefit this Declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the Court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.
- B. Cumulative Remedies.** The remedies herein specified are cumulative, and the specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or inequity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

11. GRANTEES' ACCEPTANCE SUBJECT TO DECLARATION.

Each grantee or purchaser of a Lot, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, shall accept such deed or contract upon and subject to all provisions of this Declaration and subject to the jurisdiction, rights, powers, privileges and immunities of Declarant, the Committee, and the Association and shall agree to pay the charges levied against his Lot by the Association. By such acceptance, such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and the grantee or purchaser of each other Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

12. SEVERABILITY.

Every provision of this Declaration is hereby declared to be independent of, and severable from, every other provision of this Declaration. If any such provision shall be held to be invalid or unenforceable, or not to run with the land, that holding shall be without effect upon the validity, enforceability or running of any other provision of this Declaration.

13. CAPTIONS.

All captions in this Declaration are for convenience only and do not in any way limit or amplify the provisions hereof.

14. TERM OF AMENDMENT.

The provisions of this Declaration are intended to create mutual real or predial servitudes upon each of the said Lots and as such affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development unless an instrument signed by two-thirds of the then record Owners of all Lots agreeing to change the provisions hereof in whole or in part which instrument shall be recorded in the Office of the County Clerk of Greene County, New York. Notwithstanding anything herein to the contrary, this Declaration may be amended or supplemented only by the Declarant during the Development Period.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of
SLEEPY HOLLOW LAKE, INC.

By _____.

This Declaration was recorded March 27, 1972 in Greene County, New York, Book 458, Page 612.

STATE OF NEW YORK,
Greene County Clerk's Office,

ss.:

I, NEAL BRANDOW, Clerk of the County of Greene, and also Clerk of the Supreme and County Courts in and for said County, being Courts of Record held therein, Do Hereby Certify, that I have compared the annexed copy of Declaration of Protective Covenants – Sleepy Hollow Lake, Inc. -- - Rec. March 27, 1972 with the original record in this office, and that the same is a correct transcript thereof and of the whole of said original record.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Courts and County, this 27th day of March, 1972.

Neal Brandow, Clerk

By _____
Deputy Clerk