

RE ST A T E D   O F F E R I N G   P L A N

LEISURE GLEN HOME OWNERS ASSOCIATION, INC.

Randall Road, Ridge  
Suffolk County, New York

PART II

10126 #284

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DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS

DECLARANT - LEISURE GLEN INC.

DATE OF DECLARATION - 9-16-86

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DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS

Declaration made as of this 16 day of Sept., 1986,  
by Leisure Glen Inc., a New York corporation with offices at  
118 Sheffield Drive, Ridge, New York hereinafter referred to  
as "Developer."

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article III of this Declaration and shown on the filed subdivision map which Declarant desires to develop as a residential planned adult retirement community pursuant to the Town of Brookhaven PRC Residence District with various permanent open spaces and other common facilities for the benefit of said Community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said Community and for the maintenance of the open spaces and other common facilities; and, to this end, desires to subject the real property described in Article III to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said Community to create an agency to which should be delegated and assigned the powers of maintaining and administering the Community property and improvements and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated Leisure Glen Home Owners Association, Inc. under the not-for-profit corporation laws of the State of New York for the purpose of exercising the aforesaid functions;

NOW THEREFORE, the Developer, for itself, its successors and assigns, declares that the real property described in Article III is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any

Supplemental Declaration shall, unless the context otherwise prohibits, have the meanings set forth below:

(a) "Association" shall mean and refer to Leisure Glen Home Owners Association, Inc., a New York Not-for-Profit corporation.

(b) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration.

(c) "Home" shall mean and refer to all units of residential housing situated upon The Properties.

(d) "Owner" shall mean and refer to the record owner of fee simple title to any Home, including the Developer with respect to any unsold Home. Every Home Owner shall be treated for all purposes as a single owner for each Home held, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Where such ownership is joint, in common or tenancy by the entirety, a majority vote of such owners shall be necessary to cast any vote to which such owners are entitled.

(e) "Member" shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in Article IV.

(f) "Development" shall mean Leisure Glen, a residential planned adult community development being constructed on The Properties.

(g) "Developer" shall mean and refer to Leisure Glen, Inc., a corporation and its successors and assigns, if such successors and assigns should acquire an undeveloped or a developed but unsold portion of the Properties from the Developer for the purpose of development.

(h) "Common Properties" or "Common Areas" shall mean and refer to certain areas of land other than individual lots as shown on the filed subdivision map and intended to be devoted to the common use and enjoyment of the owners of the Properties.

(i) "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support or separation of each adjoining property, situate or intended to be situate, on the boundary line between adjoining properties.

(j) "Lot" shall mean and refer to any plot of land intended and subdivided for residential uses shown on the subdivision map of the Properties but shall not include the Common Areas as herein defined.

## ARTICLE II. RESTRICTION ON OCCUPANCY

In order to preserve the character of Leisure Glen Home-owners Association, Inc., as a Planned Adult Community, anything

to the contrary herein notwithstanding, occupancy of all units shall be restricted as follows:

- (a) To any person of the age of 55 years or over; or
- (b) A husband or wife, regardless of age, residing with his or her spouse, provided the spouse of such person is of the age of 55 years or over; or
- (c) The child or children, or grandchild or grandchildren residing with a permissible occupant, provided the child or children, or grandchild or grandchildren is or are of the age of 19 years or over; or
- (d) The individual or individuals, regardless of age, residing with and providing physical or economic support to a permissible occupant.

The foregoing occupancy restrictions shall not be construed to prohibit the occupants of any of the Homes from entertaining guests, of any age, in their Homes, including temporary residency not to exceed three months.

#### ARTICLE III. PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is all that certain plot, piece or parcel of land situate, lying and being in Town of Brookhaven, County of Suffolk and State of New York, being more particularly bounded and described in Schedule A annexed hereto.

Section 2. Additions to the Properties. The Developer shall have the right to bring within the scheme of this Declaration additional properties located adjacent to the land described on Schedule A annexed hereto in future stages of development and designated as Phase II Property. In addition the Developer shall have the right to bring within the scheme of this Declaration additional properties, located adjacent to the Phase II property in future stages of development and designated as the Phase III property. Properties brought within the scheme of the Declaration may contain no more than 603 homes if limited to the Phase II property and 880 Homes if the Phase III property is brought within the scheme of this Declaration.

The Developer, its successors and assigns, shall not be obligated to bring the proposed additional property within the scheme of this Declaration unless such future developments intend to use the recreational facilities, roads, parking areas, sidewalks and tie into and connect with the sewer, drainage lines and other utility lines in the existing Properties.

The additions authorized under this subsection shall be made by the Developer, without the consent of the Association or its members, by the recording in the Suffolk County Clerk's office of a supplementary Declaration of Covenants, Restrictions, Easements, Charges and Liens with respect to the additional Property which shall extend the scheme of the covenants, restrictions, easements, charges and liens of this Declaration to such Property.

Such supplementary Declaration may contain such complimentary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the added Property as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary Declaration revoke, modify or add to the Covenants, Restrictions, Easements, Charges and Liens establishing this Declaration within the Properties.

The provisions of this Article III, Section 2 may not be amended without the written consent of Developer or its successors.

#### ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

The Association shall have one class of membership interest. The owner of each dwelling unit on The Properties subject to this Declaration shall be a member.

Each member is entitled to one vote. When more than one person or entity holds such interest in any Home, the one vote attributable to such Home shall be exercised as such persons mutually determine but with the exception of cumulative voting employed in the election of Directors, not more than one vote may be cast with respect to any such Home. For purposes of this section the word "home" shall have the same meaning as "lot" and therefore if there is no home constructed on a particular lot in the Development, the owner of such lot will still be considered a Member entitled to cast the one vote as set forth above. No member shall split or divide its votes on any motion, resolution or ballot other than in the cumulative voting procedure employed in the election of Directors.

#### ARTICLE V. PROPERTY RIGHTS IN THE PROPERTIES

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Properties and such easement shall be appurtenant to and shall pass with the title to every Home.

Section 2. Title to Common Properties. Prior to conveyance of title to the first Home on the Properties, the Developer shall convey to the Association legal title to the Common Properties subject, however, to the following covenant which shall be deemed

to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the Development, the Common Properties and all facilities now or hereafter built or installed thereon, shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Properties shall include, but not be limited to, the repair of damage to roadways, walkways, buildings, tennis courts, pool, pool house, outdoor lighting and fences, landscape maintenance, snow removal for the entire development, exterior home and building maintenance to all homes which will consist of staining or painting the exterior of the Homes and roof repair and replacement to the Homes and Buildings.

This section shall not be amended, as provided for in Article XIV, Section 2, to reduce or eliminate the obligation for maintenance and repair of the Common Properties.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its By-Laws to suspend the enjoyment rights of any Member for a period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members and their mortgagees entitled to cast eighty (80%) percent of the eligible votes has been recorded agreeing to such dedication, transfer, purpose or condition and unless written notice of the action is sent to every Member at least ninety (90) days in advance of any action taken.

(c) The right of the Developer and of the Association to grant and reserve easements and rights-of-way, in, through, under, over and across the Properties, for the installation, maintenance and inspection of lines

and appurtenances for public or private water, sewer, drainage, cable television and other utilities, and the right of the Developer to grant and reserve easements and rights-of-way, in, through, under, over, upon and across the Properties for the completion of the Developer's work under Section 1 of Article VI.

#### ARTICLE VI. DEVELOPMENT OF LEISURE GLEN

Section 1. Leisure Glen. Developer intends to build up to 128 Homes on a portion of land comprising part of the Properties (Phase I) and contemplates constructing up to 368 additional units of residential housing in the Phase II property, however, Developer has the right pursuant to local zoning, to construct up to 107 additional units of residential housing in the Phase II property for a total of 603 units of residential housing and an additional 880 units of residential housing in the Phase III property.

Section 2. Easement. Developer does hereby establish and create for the benefit of the Association and for all Owners from time to time of Homes subjected to this Declaration and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

(i) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Properties (as shown on the filed map as they may be built or relocated in the future) for all purposes;

(ii) Rights to connect with, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Properties.

Section 3. Reservation of Easements. Developer reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Properties, for the purpose of completing its work under Section 1 above and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, gas and other utilities and for any other materials or services necessary for the completion of the work. Developer also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads of other areas of the Properties. In addition, Developer reserves the right to continue to use the Properties and any sales offices, model homes, signs, recreation facilities, club house, and parking spaces located on the Properties in its efforts to market homes constructed on the Properties so long as Developer has any Homes left to sell. This paragraph may not be amended without the written consent of Developer.

Section 4. Encroachments on Lots. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, electric meter, utility lines, sprinkler system, building or any other structure as originally constructed by Developer encroaches on any lot or the Common Areas, it shall be deemed that the owner of such lot or the Association has granted a perpetual easement to the owner of the adjoining lot or the Association as the case may be for continuing maintenance and use of such encroaching roadway, walkway, driveway, parking area, water line, sewer line, electric meter, utility line, sprinkler system, building or structure. The foregoing shall also apply to any replacements of any such roadway, walkway, driveway, parking area, water lines, electric meter, sewer lines, utility lines, sprinkler system, building or structure if same are constructed in substantial conformance to the original. The encroachment for sewer lines and utility lines shall also apply to sewer lines which may run under the building and utility lines which run through the attic area of the building. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 5. Easement for Emergency Access. Developer does hereby establish an easement of ingress and egress over the roadways in the Development for the benefit of all emergency vehicles and personnel including but not limited to police, fire, and medical purposes.

Section 6. Easements for Parking. Temporary guest or recreational area parking shall be permitted within the Association Property only within spaces and areas clearly designated for this purpose. Spaces shall be shown by signs or markings on or adjacent to the parking area. The Association, through its officers, committees and agents is hereby empowered to establish "parking" and "no parking" areas within the Association Property, as well as to enforce these parking limitations by all means lawful for such enforcement.

Section 7. Access Easements. In addition to the general easements for use of the Association Property reserved herein, there shall be, and Developer hereby reserves and covenants for itself, a nonexclusive easement ("Adjoining Property Easement") for vehicular (including construction vehicles) access, ingress, and egress over all private streets within the Association Property for purposes of access, ingress and egress to certain real property which adjoins the Properties ("Adjoining Property"), but which is not now a part of the Association Property. The Adjoining Property Easement may be transferred, conveyed or assigned by Developer to any owner or owners of the Adjoining Property, which Owners shall be entitled to further transfer, convey or assign the Adjoining Property Easement to subsequent owners of the Adjoining Property. Developer, its successors and assigns, does further reserve for itself a perpetual easement of access to the Development and its facilities subsequent to the time it no longer has any unsold

lots in the Development for the purpose of showing the Development to other parties. The foregoing shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions without the written consent of the Developer, its successors or assigns.

Section 8. Master Antennae Cable Service Easement. Developer hereby reserves for itself a nonexclusive easement of access, ingress, and egress over the Property, for purposes of installation, operation, maintenance, repair, inspection, and removal of master antennae or cable television service lines, facilities, and equipment. Such easement shall be freely transferrable by Developer to any other individual or entity for the purpose of providing master antennae or cable service to the Properties, or any portion thereof. Developer does further reserve unto itself or any affiliated company it creates for said purpose, an exclusive right to provide cable television service to the Development. This exclusive right to provide cable television service to the Development may be transferred, conveyed or assigned by the Developer or affiliated entity to any other person or entity. The foregoing shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions without the written consent of the Developer, its successors and assigns.

#### ARTICLE VII. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation. The Developer, for each Home owned by it within the Properties, hereby covenants and each Owner of any Home by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association such assessments as are fixed by the Association's Board of Directors and assessed to the Members as hereinafter provided. All sums assessed to the Association but unpaid, together with such interest thereon as is hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property owned by such Member against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, as hereinafter provided shall be a personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of the Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties as a community and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Homes situated upon the Properties, including without limiting the foregoing, and payment of taxes (if any), insurance thereon and repair, replacement and additions thereto, and the cost of labor, equipment, materials, services, management and supervision thereof.



Section 3. Assessments. The Association's Board of Directors shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Association and shall send a copy of the budget and any supplement to the budget to each Member prior to assessing the Members thereon. The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by the Members as follows:

(a) Commencing with the closing of the first Home in Leisure Glen each member will be responsible for a monthly maintenance charge of \$147.00 per month. All members will pay this amount until such time as a permanent Certificate of Occupancy is issued for the recreational facilities or 60 days after the turnover of said facilities to the Association, whichever shall occur later. Thereafter, each Home Owner will be responsible for a monthly maintenance charge of \$172.00 per month, until April of 1987, unless the Developer contribution is extended. During such period the Developer will contribute all additional funds necessary to maintain and operate the Association. At the expiration period the Developer's obligation shall be as described in Article VII, Section 3(b) below.

(b) Commencing April 1, 1987 each Member shall pay a portion of said requirements the numerator of which shall be one (1) and the denominator of which shall be equal to the number of Homes on the Properties subject to this Declaration initially in Phase I and thereafter any additional Homes that may be brought into the scheme of this Declaration pursuant to Article III, Section 2. The Developer's obligation for such assessments on unsold Homes subject to this Declaration will be limited to the difference between the actual operating costs of the Association, including reserves on the Common Properties, and the assessments levied on owners who have closed title on their homes. In no event, however, will the Developer be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying equal assessments on unsold Homes.

The sum due the Association from each individual Home Owner shall constitute an assessment of the Board of Directors and unpaid assessments shall constitute liens on the individual Homes, subject to foreclosure as hereinafter provided.

Section 4. Due Dates; Duties of the Board of Directors. All Assessments shall be payable monthly in advance as ordered by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Home and shall prepare a roster of the Homes and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member.

Upon the written request of a Member or his mortgagee, the Board shall promptly furnish such Member or his mortgagee with a written statement of the unpaid charges due from such Member.

Section 5. Effect of Non-Payment of Assessment, The Personal Obligation of the Member; The Lien, Remedies of the Association. If an assessment is not paid on the date when due, as fixed by the Board of Directors, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Member's Home which shall bind such property in the hands of the Member, his heirs, devisees, personal representatives and assigns. Such lien shall be prior to all other liens except: (a) tax or assessment liens on the Home by the taxing subdivision of any governmental authority, including but not limited to State, County and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering the Home. The personal obligation of the Member who was the Owner of the Home when the assessment fell due to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum permissible rate in the State of New York and the Association may bring an action at law against the Member or former Member personally obligated to pay the same and may foreclose the lien against the property. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the cost of the action.

#### ARTICLE VIII. ARCHITECTURAL CONTROL

No building, fence, wall or other structure, or change or alteration to the exterior of the Homes or in the landscaping shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval

will not be required and this Article will be deemed to have been fully complied with. The provisions of this paragraph shall not apply to Developer. As set forth in Article VIII, Section 7(d) of the Association By-Laws, a two thirds majority of the Board of Directors or Architectural Committee shall be required for approval of any addition, change or alteration.

#### ARTICLE IX. PARTY WALLS OR PARTY FENCES

Section 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article IX, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply to each party wall or party fence which is built as part of the original construction of the Homes upon The Properties and any replacement thereof.

In the event that any portion of any structure, as originally constructed by Developer, including any party wall or fence, shall protrude over an adjoining lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lot or lots, and Owners shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence constructed by Developer. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, and such damage is not otherwise covered by insurance as set forth in Article XI, any Owner who has used the wall or fence must restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful

act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or party fence, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The decision of the arbitrators shall be binding and conclusive upon the parties. However any party to the dispute shall thereafter have the right to institute any action or proceeding, at law or equity, which he deems necessary or desirable to appeal this decision.

#### ARTICLE X. EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance of the Common Areas, the Association shall provide exterior painting or staining to each Home and maintenance of the roof of each Home which is subject to assessment under this Declaration. The Association, shall also be responsible for landscape maintenance, snow removal of the roadways, parking areas, driveways and walkways throughout the Development, maintenance of the walks, parking spaces, roadways and facilities comprising the Common Properties and maintenance of any pipes, wires or conduits located outside of any Home including common water and sewer lines located outside of the Homes.

Section 2. Disrepair of Lots. In the event the Owner of any Home in The Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, including but not limited, where such maintenance functions are not otherwise directed by the provisions of this Declaration to be performed by the Association, to structural and exterior maintenance of the roof, siding and facia of the Home or other buildings, structures or improvements constructed on the lot, maintenance of walkways, driveways, parking spaces and roadways (including snow removal), upon direction of the Board of Directors, it shall have the right, through its agents and employees to enter upon the lot upon which said Home is located and to repair, maintain and restore the lot and the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessments to which such Home is subject.

Section 3. Access at Reasonable Hours. For the purpose

solely of performing the maintenance required by this Article the Association, through its duly authorized agent and employees, shall have the right on notice to enter upon any Home Owner's lot at reasonable hours, on any day except Sundays and holidays except that in an emergency situation such notice need not be given.

## ARTICLE XI. INSURANCE

Section 1. Common Areas. The Board of Directors shall maintain public liability insurance, to the extent obtainable, covering each Association Member, lessee and occupant and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Properties. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance: (a) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities on the Common Properties, in an amount equal to their full replacement values and (b) workmen's compensation insurance. All insurance premiums for such coverage shall be paid for by the Association.

Section 2. Homes. Each Home Owner shall be required to obtain and maintain adequate insurance of his home which shall insure the property for its full replacement value with no deductions for depreciation against loss by fire or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Such insurance shall be written in the manner designated by the Association and shall name the Board of Directors as an additional insured. Each Owner shall be required to supply the Board of Directors with evidence of insurance coverage on his home which complies with the provisions of this Section.

A. If the insurance provided under this Section has not otherwise been adequately obtained by each owner, as determined by the Board of Directors, then the Board shall obtain such insurance coverage. Such insurance shall be sufficient to cover the full replacement cost or necessary repair or reconstruction work. The purpose of such insurance will be to protect, preserve and provide for the continued maintenance and support of separately owned homes which shall include common party walls, connected exterior roofs and other parts of the overall structure. Insurance obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefit of each home owner. Premiums for insurance obtained by the Board of Directors, as provided hereinabove, shall not be a part of the common assessment or expense but shall be an individual assessment payable in accordance with the provisions of Article VII of this Declaration.

B. Repair or Replacement of Damaged or Destroyed Property.

Each Owner shall be required to reconstruct or repair any home destroyed by fire or other casualty. The insurance proceeds on policies secured either by the Home Owner or the Board of Directors shall be deposited in a bank or other financial institution, subject to withdrawal only by the signature of an agent duly authorized by the Board of Directors. If no repair or rebuilding has been contracted for, or otherwise substantially started by the Owner, with the cooperation of the Board of Directors within thirty (30) days of the receipt of the insurance proceeds, the Board of Directors shall itself initiate the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the unit, in a good and workmanlike manner in conformance with the original plans and specifications. The Board of Directors may advertise for sealed bids from any licensed contractors and may then negotiate with said contractors. The contractor or contractors selected to perform the work shall provide full performance and payment bonds for such repair or rebuilding. In the event the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, the Board of Directors shall levy a special assessment against the owner in whatever amount sufficient to make up the deficiency. If the insurance proceeds exceed the cost of repairing and/or rebuilding, such excess shall be paid over to the respective owner and/or owner's mortgagee in such portions as shall be independently determined by those parties.

ARTICLE XII. USE OF PROPERTY

The use of a Home by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Directors and the following covenants and restrictions:

(a) The Home and area restricted to the Member's use shall be maintained in good repair and overall appearance.

(b) Any Member who mortgages or sells his Home shall notify the Board of Directors providing the name and address of his mortgagee or new owner.

(c) The Board of Directors shall, at the request of the mortgagee of the Home, report any delinquent assessments due from the Owner of such Home.

(d) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

(e) No improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances, the regulations of all governmental bodies having jurisdiction thereof, shall be observed.

(f) Regulations promulgated by the Board of Directors concerning the use of the property shall be observed by the Members.

(g) The maintenance assessments shall be paid when due.

(h) No animals, fowls, reptiles, poultry, fish or insects of any kind ("animals") shall be raised, bred or kept in any House, except that dogs, cats, or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable local ordinance or any other provision of the Declaration, and such limitations as may be set forth by the Board of Directors. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, that the Board of Directors may determine that a reasonable number in any instance may be more or less. The Board of Directors shall have the right to prohibit maintenance of any animal maintained in any Home which constitutes in the opinion of the Board a nuisance to other Owners in the Development. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be on a leash being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept on the Properties by an Owner or by members of his Family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Association Property or other Common Areas, if any.

(i) No resident of the Community shall post any advertisement or posters of any kind including "for sale" or "for rent" signs in or on the Properties except as authorized by the Board of Directors. This paragraph shall not apply to Developer.

(j) No fence or gate shall be erected on the Properties without the prior written consent of the

Board of Directors and/or the Architectural Committee. This paragraph shall not apply to Developer.

(k) No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected or maintained on any Homes or on any lot which is visible from any public or private street or from anywhere on the Properties, without the prior written consent of the Board of Directors. However, a master antenna or cable television antenna may, but need not, be provided by Developer for the use of all Owners, and Developer may grant easements for such purposes.

(l) No Home Owner shall move, remove, add or otherwise change the landscaping on common area.

(m) No Home Owner shall paint the exterior surfaces of windows, walls or doors opening out of his Home.

(n) No person shall park a vehicle or otherwise obstruct any resident's use of ingress or egress to any garage or parking space nor may any vehicle be parked on the roadways when parking would obstruct access by emergency or service vehicles. The driveway in front of each garage is restricted in use to the owner of the Home in which such garage is located.

(o) No Home Owner shall install or permit to be installed any window mounted or through the wall mounted air conditioning unit in his Home.

(p) No repair of motor vehicles shall be made in any of the roadways, driveways or parking areas to the Development nor shall such areas be used for storage parking of any boat, trailer, camper, bus, truck or commercial vehicle without the written permission of the Board of Directors.

(q) No person shall be permitted to use the recreational facilities of the Association except in accordance with the rules and regulations established by the Association's Board of Directors.

(r) No Home Owner shall make or permit any disturbing noises in any building or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Home Owners.

(s) Homes may be used for residential purposes only in accordance with Municipal Zoning Regulations.



(T) The Common Area shall not be obstructed, littered, defaced or misused in any manner.

(u) Every member shall be liable for any and all damage to the Common Area and the property of the Association, which shall be caused by said Owner or such other person for whose conduct he is legally responsible.

(v) No interior alterations to a home are permitted which would impair the structural soundness of any party walls, reduce the levels of fire safety in neighboring Homes, or diminish the heat and sound insulation between Homes.

(w) It is prohibited to hang garments, rugs, etc., or to string clothes lines on any portion of the Home, lot, or Common Area which may be seen from any portion

(x) No activities shall be conducted, nor shall any Improvements be constructed, on the Properties which are or might be unsafe or hazardous to any Person, or Home in the Development.

(y) Unless approved in writing by the Board of Directors or Architectural Committee, no tent or shack or other temporary building, Improvement or structure shall be placed upon any portion of the Properties. No previously used buildings constructed or located on other Real property shall be moved from other locations to the Properties, unless authorized in writing by the Board of Directors or Architectural Committee.

(z) The Properties shall not be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any portion of the Properties.

(aa) Nothing shall be done or kept in the Properties which will increase the rate of insurance on any Association Property without the approval of the Board, nor shall anything be done or kept in the Properties which would result in the cancellation of insurance on any of the Association Property or which would be in violation of any law.

(bb) The security system serving each Residence shall be operated, monitored and maintained in accordance with the provisions of the "Security Services Certification" ("Certification"), which shall be executed by each Owner prior to the Close of Title

for the purchase of a Residence in the property (in the form attached as an addendum to the Purchase Agreement) as it may be amended from time to time by the Association. No Owner shall be provided the security and monitoring service described in the Certification unless such Owner has executed the Certification and has delivered such executed Certification to the Association.

(cc) It is prohibited to remove trees, alter any natural vegetation from any common area or lots without the prior written approval of the Board of Directors or Architectural Committee.

(dd) Home Owners shall be solely responsible for the maintenance of any retaining walls that may be constructed on any lot.

(ee) No patio constructed by a Home Owner on a lot shall exceed a total area of six (6) feet by nine (9) feet, nor shall any patio be enclosed nor roofed.

#### ARTICLE XIII. SECURITY AND FIRE ALARM SYSTEM.

The Association shall provide for the maintenance, repair, operation and monitoring of the security and fire alarm system ("System") serving each Home. By acceptance of a deed to a Home, each Owner acknowledges, understands and agrees as follows:

(a) Limitation of Liability. The Association is not an insurer. Insurance, if any, except as provided in Article XI hereof, shall be obtained by each Owner, and the Association makes no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the System will avert or prevent occurrences or the consequence therefrom which the System is designed to detect or avert. Each Owner acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure of the Association to perform any of the obligations required herein (including, but not limited to, installation, service, maintenance or failure to monitor the System) with a resulting loss to the Owner because of, among other things: (i) the uncertain amount or value of the Owner's property or the property of others kept in the Residence which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System is designed to protect or avert; (ii) the uncertainty of the response time of the police department, fire department, paramedic unit or others, should the police department, fire department, paramedic unit or others be dispatched as a result of a signal being received; (iii) the inability to ascertain what portion, if any, of any loss would be proximately caused by the Association's failure to perform or by its equipment to operate; (iv) the uncertain

nature of occurrences which might cause injury or death to an Owner or any other Person which the System is designated to detect or avert; and (v) the nature of the service to be performed by the Association. EACH OWNER UNDERSTANDS AND AGREES THAT, IF THE ASSOCIATION SHALL BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF THE INSTALLATION, MAINTENANCE, MONITORING OR SERVICE OF THE SYSTEM IN ANY RESPECT WHATSOEVER, (1) THE ASSOCIATION'S LIABILITY SHALL BE LIMITED TO THE SUM OF TWO HUNDRED FIFTY DOLLARS (\$250.00), AND THIS LIABILITY SHALL BE EXCLUSIVE; AND (2) THAT THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OF ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED HEREUNDER ON THE ASSOCIATION OR FROM THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE ASSOCIATION, ITS AGENTS, ASSIGNS OR EMPLOYEES.

(b) Third Party Indemnification. If any Person other than an Owner shall make any claim or file any lawsuit against the Association for any reason relating to the Association's duties and obligations hereunder, including, but not limited to, the design, installation, maintenance, operation or non-operation of the System, or monitoring response or repair service, the Owner agrees to indemnify, defend and hold the Association harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees, whether these claims are based upon alleged intentional conduct, active or passive negligence, contribution or strict or product liability on the part of the Association, its agents, servants or employees.

(c) Declarant and Its Subcontractors. Each Owner hereby acknowledges and agrees that the provisions of Section 1(a) and (b) above, relating to the Association's maximum liability, liquidated damages and third party indemnification, shall inure to the benefit of and are applicable to Developer, its parent corporations, affiliates and subsidiaries and any other subsidiaries of the Association or Developer, including any monitoring subcontractor, and that such provisions bind each Owner with respect to such parties in the same manner and with the same force and effect as they bind each Owner to the Association.

#### ARTICLE XIV. GENERAL PROVISIONS

Section 1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to, the Association and the Owners of Homes constructed on The Properties; and any Owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject in the case of the Common Properties to the Rules and Regulations of the Board of Directors, but the same is not intended nor shall it be construed as creating

any rights in or for the benefit of the general public.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable to the Association, any Member, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, until December 31, 2026, unless otherwise expressly limited herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by sixty-six and two-thirds (66 2/3%) percent of the Home Owners has been recorded, agreeing to change said covenants and restrictions in whole or in part. Notwithstanding the foregoing the easements, licenses, rights and privileges established and created with respect to the Properties by Section 2 of Article VI shall be perpetual, run with the land and shall survive any destruction, reconstruction and relocation of the physical structures unless said provision is abrogated by the unanimous written consent of all the Home Owners. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Members holding not less than sixty-six and (66 2/3%) percent of the votes of the membership. Any amendment must be properly recorded to be effective.

Section 3. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association, its real and personal assets, including the Common Properties, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants, deeds or other documents applicable to the Properties, except as may be otherwise provided in this Declaration or said covenants, deeds or other documents, as the case may be, nor shall any other party under any such deeds, covenants or other documents be deprived of any rights thereunder on account of such disposition.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Administration. The administration of the Association shall be in accordance with the provisions of the Association By-Laws which are made a part of this Declaration and attached hereto as Exhibit "C".

10126 PG307

Section 6. Severability. Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no wise affect any of the remaining provisions hereof and the same shall continue in full force and effect.

LEISURE GLEN INC.

By Loy Brazelton

ATTEST:

Secretary

STATE OF NEW YORK )  
 ) ss.:  
 COUNTY OF )

On the 16 day of September 1986, before me personally came LOY BRAZELTON, to me known, who, being by me duly sworn, did depose and say that he resides at No. ZOPHAR MILLS ROAD, New York, that he is the President of Leisure Glen, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

JOAN E. OLSEN  
 NOTARY PUBLIC, State of New York  
 No. 52-4840885, Suffolk County  
 Commission Expires March 30, 1987

Joan E. Olsen  
 Notary Public

SCHEDULE A - PART 1

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BEGINNING at a point on the westerly side of Randall Road, said point being located the following eight (8) courses along the widened road line from the westerly end of a curve connecting the northerly side of Whiskey Road with the aforesaid westerly side of Randall Road.

- 1) Along the arc of a circular curve whose center lies to the north, a radius of 25.00 feet, a length of 39.27 ;
- 2) N35-12-00E, 22.47 feet;
- 3) Along the arc of a circular curve whose center lies to the west, a radius of 150.00 feet, a length of 151.72 feet;
- 4) N22-45-06W, 859.34 feet;
- 5) Along the arc of a circular curve whose center lies to the east, a radius of 2293.54 feet, a length of 998.53 feet;
- 6) N02-11-34E, 1728.38 feet;
- 7) N00-54-26W, 886.86 feet;
- 8) S78-00-00E, 8.46 feet to the point or place of beginning.

THENCE the following six (6) courses along the northerly side of the Map of Liesure Village Condominiums, No. 17A, as filed in the Suffolk County Clerk's office on June 17, 1980 as Map No. 70.

- 1) N78-00-00W, 132.73 feet;
- 2) N83-30-00W, 417.10 feet;
- 3) S23-20-00W, 84.70 feet;
- 4) N66-40-00W, 209.92 feet;
- 5) N49-00-00W, 76.75 feet;
- 6) N62-00-00W, 95.16 feet;

THENCE along land now or formerly of Leisure Glen, Inc. the following seventeen (17) courses and distances:

- 1) N30-11-00E, 128.51 feet;
- 2) Westerly along the arc of a circular curve whose center lies

to the south, whose radius is 225.00 feet, a length of 12.30 feet;

- 3) N27-03-00E, 50.00 feet;
- 4) N21-10-00E, 490.00 feet;
- 5) N36-30-00W, 140.00 feet;
- 6) N03-20-00W, 215.40 feet;
- 7) N32-36-00E, 95.05 feet;
- 8) N24-35-44E, 84.83 feet;
- 9) N24-29-54W, 45.79 feet;
- 10) N05-28-00W, 102.00 feet;
- 11) N86-10-00E, 119.10 feet;
- 12) S67-08-16E, 80.00 feet;
- 13) S59-31-16E, 159.43 feet;
- 14) S89-18-16E, 147.73 feet;
- 15) N17-59-30W, 128.12 feet;

16) Northerly along the arc of a circular curve whose center lies to the east, whose radius is 1250.00 feet, a length of 310.07 feet;

- 17) S87-10-00E, 230.87 feet to the westerly side of Randall

Road

THENCE along said side line the following four (4) courses and distances:

- 1) S02-42-12E, 162.81 feet;
- 2) S07-02-16E, 305.91 feet;
- 3) S02-42-16E, 687.16 feet;
- 4) S00-54-26E, 577.48 feet to the point or place of beginning.

Containing within said bounds 24.288 acres.

SCHEDULE A76- PART II

BEGINNING at a point on the westerly side of Randall Road, said point being located the following thirteen (13) courses along the widened road line from the westerly end of a curve connecting the northerly side of Whiskey Road with the aforesaid westerly side of Randall Road.

- 1) Easterly along the arc of a circular curve whose center lies to the north, a radius of 25.00 feet, a length of 39.27 feet;
- 2) N35-12-00E, 22.47 feet;
- 3) Northerly along the arc of a circular curve whose center lies to the west, a radius of 150.00 feet, a length of 151.72 feet;
- 4) N22-45-06W, 859.34 feet;
- 5) Northerly along the arc of a circular curve whose center lies to the east a radius of 2293.54 feet, a length of 998.53 feet;
- 6) N02-11-34E, 1728.38 feet;
- 7) N00-54-26W, 886.86 feet;
- 8) S78-00-00E, 8.46 feet;
- 9) N00-54-26W, 577.48 feet;
- 10) N02-42-16W, 687.15 feet;
- 11) N07-02-16W, 305.90 feet;
- 12) N02-42-12W, 162.81 feet;
- 13) N87-10-00W, 180.52 feet to the point or place of beginning.

RUNNING THENCE along the Map of Leisure Glen, Section I the following seven (7) courses and distances:

- 1) N87-10-00W, 50.35 feet;
- 2) Southerly along the arc of a circular curve whose center lies to the east, whose radius is 1250.00 feet, a length of 310.07 feet;
- 3) S17-59-30E, 128.12 feet;
- 4) N89-18-16W, 147.73 feet;
- 5) N59-31-16W, 159.43 feet;



6) N57-08-16W, 80.00 feet;

7) S86-10-00W, 119.10 feet.

THENCE through land now or formerly of Leisure Glen, Inc. the following five (5) courses and distances:

1) N04-15-00E, 581.30 feet;

2) S78-23-20E, 80.00 feet;

3) N11-36-40E, 24.93 feet;

4) S78-23-20E, 305.25 feet;

5) Southerly along the arc of a circular curve whose center lies to the east, whose radius is 1200.00 feet, a length of 208.67 feet to the point or place of beginning.

Containing within said bounds 5.535 acres.

AMENDMENT TO THE DECLARATION  
OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

DECLARANT: LEISURE GLEN, INC.

*SHEPHERD DR. FIDELITY*

DATE OF ORIGINAL DECLARATION - September 18, 1986

*3301*

Pursuant to the provisions of Article XIV Section 2 of the Declaration of Covenants, Restrictions, Easements, Charges and Liens (the "Declaration") recorded in the Suffolk County Clerk's Office on September 18, 1986 in Liber 10126 page 284, the Declarant representing the owners of at least 66 2/3% of the Home Owners has agreed to amend the Declaration to correct Schedule A Parts I and II, the metes and bounds description of the property encumbered by the Declaration, to the Declaration. The corrected Schedule A is annexed hereto and made a part of this Amendment to the Declaration.

Except as hereinabove stated, the Declaration aforesaid shall remain in full force and effect.

LEISURE GLEN, INC.

BY: *Loy L. Bennett* (Pres.)  
(Vice) President

SEP 29 1986



*13*

STATE OF NEW YORK )  
COUNTY OF SUFFOLK ) ss.:

On this 13 day of September, 1986, before me personally came ROY BRAZELTON, to me known, who, being by me duly sworn, did depose and say that he resides at *Shore Dr. Ridge Hill* New York, that he is the (~~Vice~~) President of LEISURE GLEN, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Alan T. NicholSEN  
Notary Public

ALAN T. NICHOLSEN  
Notary Public, State of New York  
No. 4852941  
Qualified in Suffolk County  
Commission Expires February 18, 1988

## SCHEDULE A PART II

BEGINNING at a point on the westerly side of Randall Road, said point being located the following seven (7) courses along the widened road line from the westerly end of a curve connecting the northerly side of Whiskey Road with the aforesaid westerly side of Randall Road.

- 1) Along the arc of a circular curve whose center lies to the north, a radius of 25.00 feet, a length of 39.27 feet;
- 2) N35-12-00E, 22.47 feet;
- 3) Along the arc of a circular curve whose center lies to the west, a radius of 150.00 feet, a length of 151.72 feet;
- 4) N22-45-06W, 859.34 feet;
- 5) Along the arc of a circular curve whose center lies to the east, a radius of 2293.54 feet, a length of 998.83 feet;
- 6) N02-11-34E, 1728.38 feet;
- 7) N00-54-26W, 886.86 feet to the point or place of beginning.

RUNNING THENCE along the Map of Leisure Village Condominium No. 17A the following two (2) courses and distances:

- 1) N78-00-00W, 124.27 feet;
- 2) N83-30-00W, 158.00 feet;

THENCE through the recharge basin as shown on the Map of Leisure Glen Section 1 the following two (2) courses and distances:

- 1) N10-08-20E, 40.00 feet;
- 2) N83-30-00W, 40.00 feet to Lot 34.

THENCE along said lot line S10-08-20W, 40.00 feet to the Map of Leisure Village Condominium No. 17A.

THENCE along said Map Line the following five (5) courses and distances:

- 1) N83-30-00W, 219.10 feet;
- 2) S23-20-00W, 84.70 feet;
- 3) N66-40-00W, 209.92 feet;
- 4) N49-00-00W, 76.75 feet;

5) N62-00-00W, 95.16 feet;

THENCE along land now or formerly of Leisure Glen, Inc.  
the following seventeen (17) courses and distances:

1) N30-11-00E, 128.51 feet;

2) Westerly along the arc of a circular curve whose center  
lies to the south, whose radius is 225.00 feet, a length of 12.30  
feet;

3) N27-03-00E, 50.00 feet;

4) N21-10-00E, 490.00 feet;

5) N36-30-00W, 140.00 feet;

6) N03-20-00W, 215.40 feet;

7) N32-36-00E, 95.05 feet;

8) N24-35-44E, 84.83 feet;

9) N24-29-54W, 45.79 feet;

10) N05-28-00W, 102.00 feet;

11) N86-10-00E, 119.10 feet;

12) S67-08-16E, 80.00 feet;

13) S59-31-16E, 159.43 feet;

14) S89-18-16E, 147.73 feet;

15) N17-59-30W, 128.12 feet;

16) Northerly along the arc of a circular curve whose center  
lies to the east, whose radius is 1250.00 feet, a length of 310.07  
feet;

17) S87-10-00E, 222.58 feet to the westerly side of Randall  
Road, as widened.

THENCE along said widened line the following four (4)  
courses and distances:

1) S02-42-12E, 163.92 feet;

2) S07-02-16E, 305.91 feet;

3) S02-42-16E, 686.71 feet;

4) S00-54-26E, 575.46 feet to the point or place of beginning.

6) N67-08-16W, 80.00 feet;

7) S86-10-00W, 119.10 feet;

THENCE through land now or formerly of Leisure Glen, Inc.  
the following five (5) courses and distances:

1) N04-15-00E, 581.30 feet;

2) S78-23-20E, 80.00 feet;

3) N11-36-40E, 24.93 feet;

4) S78-23-20E, 305.25 feet;

5) Southerly along the arc of a circular curve whose center  
lies to the east, whose radius is 1200.00 feet, a length of 208.67  
feet to the point or place of beginning.

Containing within said bounds 5.535 acres.

AMENDMENT TO THE DECLARATION  
OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS

83

RTILMAN HAFIT LEBOW BALIN BUCKLEY & KREMER  
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71 SOUTH CENTRAL AVENUE  
VALLEY STREAM, NEW YORK 11580

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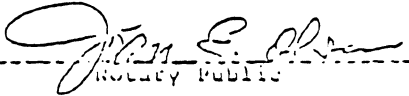
STATE OF NEW YORK )

) SS.:

COUNTY OF SUFFOLK )

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On the 19 day of February, 1967, before me personally came ROY BRAZELTON to me known, who being by me duly sworn, did depose and say that he resides at Box 9R, New Zaphar Mills Road, Wading River, New York, that he is (Vice) President of Leisure Glen, Inc., the corporation described in and which executed the foregoing instrument, that he knows the seal of that corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

  
Notary Public

JOAN E. OLSEN  
NOTARY PUBLIC, State of New York  
No. 52-48408-5, Suffolk County  
Commission Expires March 30, 1967



## AMENDMENT TO THE DECLARATION

OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

DECLARANT: LEISURE CLEN, INC.  
 Sheffield Drive, Ridge, New York

DATE OF ORIGINAL DECLARATION - September 16, 1986

DATE OF AMENDMENT TO THE DECLARATION - February 19, 1987

The Declaration of Covenants, Restrictions, Easements, Charges and Liens of Leisure Clen, Inc., declarant dated September 16, 1986 and recorded in the Suffolk County Clerk's Office on September 18, 1986 in Liber 10126 at page 284 et seq. as amended by an Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens dated September 18, 1986 and recorded in the Suffolk County Clerk's Office on September 29, 1986 in Liber 10134 at page 333 et seq. is hereby further amended as follows:

1. Pursuant to Article III, Section 2 of the Declaration the parcels of land described in the metes and bounds description annexed hereto as Exhibit "A", are hereby expressly brought within the scheme of the Declaration.

Except as hereinabove stated, the Declaration of Covenants, Restrictions, Easements, Charges and Liens aforesaid shall remain in full force and effect.

LEISURE CLEN, INC.

BY: 

ROY BRAZELTON, (VICE) PRESIDENT

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## EXHIBIT "A"

DESCRIPTION OF MAP OF LEISURE GLEN  
SECTION 2, (FILED JANUARY 15, 1987, NO. 0250)  
SITUATED AT RIDGE, TOWN OF BROOKHAVEN, COUNTY  
OF SUFFOLK, STATE OF NEW YORK:

BEGINNING at a point on the northerly side of Glen Drive, said point being located 579.62 feet southerly and westerly as measured along the westerly and northerly sides of Glen Drive from the southerly end of the curve connecting said road line with the southerly side of Baldwin Court.

RUNNING THENCE across Glen Drive, S27-03-00W, 50.00 feet to the southerly side of Glen Drive.

THENCE southeasterly along said side line, along the arc of a circular curve whose center lies to the southwest, whose radius is 225.00 feet; a length of 12.30 feet.

THENCE along lot 46 on the Map of Leisure Glen Section 1, S30-11-00W, 120.51 feet to the Map of Leisure Village Condominium No. 17A.

THENCE along said map line the following four (4) courses and distances:

- 1) N62-00-00W, 36.14 feet;
- 2) S76-00-00W, 124.44 feet;
- 3) N72-00-00W, 150.35 feet;
- 4) N00-23-10W, 169.86 feet to land now or formerly of the

Estate of Sophie Deanin.

THENCE along said land N01-36-44E, 1542.60 feet.

THENCE through land now or formerly of Leisure Glen, Inc. the following eight (8) courses and distances:

- 1) N02-46-30E, 137.59 feet;
- 2) N00-34-55E, 50.04 feet;
- 3) S06-05-30E, 245.68 feet;
- 4) S47-48-02E, 19.37 feet;
- 5) S86-05-30E, 80.00 feet;
- 6) N61-54-11E, 47.17 feet;

7) S86-05-30E, 96.25 feet;

8) S04-15-00W, 340.53 feet to the Map of Leisure Glen Section 1.

THENCE along said map line the following seven (7) courses and  
distances:

1) S05-28-00E, 102.01 feet;

2) S24-29-54E, 45.79 feet;

3) S24-35-44W, 84.83 feet;

4) S32-36-00W, 95.05 feet;

5) S03-20-00E, 215.40 feet;

6) S36-30-00E, 140.00 feet;

7) S21-10-00W, 490.00 feet to the point or place of beginning.

Containing within said bounds 22.555 acres.

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AMENDMENT TO THE DECLARATION  
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

LEISURE GLEN, INC.

R.R.

John O'Sullivan Esq.  
405 O'Sullivan Ave.  
Riverside NY 10571

2051

RECORDED  
IN BOOK  
OF RECORDS  
PAGE 100  
DATE 10/10/00

CERTIFICATE OF RECORDING

RECORDED  
DATE 10/10/00  
PAGE 100

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