

DECLARATION OF RESTRICTIONS  
of  
OLD ORCHARD PROPERTY OWNERS ASSOCIATION, INC.

June 27, 2020, at the annual meeting of the members of the Corporation, duly noticed and held with a due and proper quorum on June 27, 2020, held virtually, a motion was made and duly seconded to extend the First Amendment to the Declaration of Restrictions expiring September 1, 2020, by one year through September 1, 2021. Said motion was unanimously approved by affirmative vote of 2/3 of the members of the Corporation, duly recorded in the minutes of the meeting by the Secretary of the Corporation. RESOLVED, by the members of the Corporation, Old Orchard Property Owners' Association, Inc., in an annual meeting duly assembled and convened on June 27, 2020, pursuant to due and legal notice and in conformity with its By Laws, amended its Declaration of Restrictions.

June 19, 2021, at the annual meeting of the members of the Corporation, duly noticed and held with a due and proper quorum on June 19, 2021, held virtually, a motion was made and duly seconded to extend the First Amendment to the Declaration of Restrictions expiring September 1, 2021, through September 1, 2070. Said motion was unanimously approved by affirmative vote of 2/3 of the members of the Corporation, duly recorded in the minutes of the meeting by the Secretary of the Corporation. RESOLVED, by the members of the Corporation, Old Orchard Property Owners' Association, Inc., in an annual meeting duly assembled and convened on June 19, 2021, pursuant to due and legal notice and in conformity with its By Laws, amended its Declaration of Restrictions.



3. The use of the premises shown on said map shall be subject to the following restrictions:

a) No structure shall be used or erected or altered and no part of the premises shall be used for any purpose except as a dwelling house for one family with or without one private garage to accommodate not more than three pleasure cars. Under no circumstances will a house trailer or camper be used as a dwelling house. Building setbacks shall conform with Zoning Ordinance of the Town of East Hampton.

b) In the case of lot 36, appropriate out buildings appurtenant to a farm may be erected provided said structures comply with the Building and Zoning Ordinance of the Town of East Hampton.

c) No structure shall be erected, or the exterior altered, unless the Architectural plans, specifications, site plans and landscaping plans thereof have been approved in writing by the Declarant, its successors or assigns.

Upon completion of the sale or conveyance of the plots in the within subdivision, Declarant shall delegate this approval authority to a Property Owners Association which shall be formed by the property owners in a manner hereinafter referred to. The By-Laws of said Corporation shall, among other things provide for mandatory Architectural, site plan and landscaping control of the premises.

Said Association shall, from its membership, appoint an Architectural and Landscaping Review Board which shall carry on the approval function delegated by the Declarant.

d) No house, coop or enclosure for the keeping of chickens, pigeons, ducks or any fowl shall be allowed upon the premises or any portion thereof, with the exception of lot 36.

e) No residence shall be erected or used which has a livable floor space of less than 1,200 square feet. Without limiting the meaning of

"livable floor space" it shall not in any event include a garage, carport, porch, breezeway, balcony or terrace.

f) No signs of any kind shall be displayed upon any lot except that an unilluminated "For Sale" or "For Rent" sign may be erected, provided that said sign shall not be more than two (2) square feet in size. This restriction shall not prohibit Declarant from using said premises or any part thereof for the sale of real estate, including the right to place unilluminated advertising signs, model homes and a business office on the premises.

4. Purchasers of all lots agree to comply with the provisions of any approved system of sewage disposal and water supply and with all of the sanitation laws and regulations of the State, County and Town which may be in effect from time to time, and with the lawful orders of all municipal officials having jurisdiction over sanitation and public health, and also agree to allow inspectors from the various departments having jurisdiction thereof to make inspections from time to time on said premises.

5. Vehicular access to lots 11 and 12 shall be from Old Orchard Lane by means of a Right of Way common to both lots over a strip of land sixteen feet in width measured at right angles to the side lines thereof, each of which said side lines shall be parallel to and eight feet distant from the boundary line dividing the two lots. Said 16 foot Right of Way shall extend from Old Orchard Lane a distance of 237.76 feet to a point opposite the rear line of lot 13.

6. Where necessary for drainage adequate culverts shall be installed by lot owners under all driveways serving the premises of such lot owners.

7. Declarant has executed a Grant of Scenic Easement to the Town of East Hampton dated JULY 1980 and recorded on  
in Liber                      page                      , with respect to certain portions of lots 1-9

inclusive, lots 11 and 12, 14 to 18 inclusive, 21 and 22, and lots 36, 37 and 38 as indicated on the Map of The Old Orchard and marked as "Scenic Easement". Any conveyance of any of the aforesaid lots shall be made subject to said Scenic Easements. Said Scenic Easements shall be in perpetuity.

8. Declarant sets aside and reserves for recreational and preservation areas, in perpetuity, the following parcels appearing on the Map of The Old Orchard marked as:

- A. "Reserved Area A" 0.982 acres.
- B. "Reserved Area B" 9.955 acres.
- C. "Reserved Area C" 2.849 acres.
- D. "Reserved Area D" 0.412 acres.
- E. "Reserved Area E" 0.761 acres.

Said Reservation is subject to the following conditions:

a) The use shall be in accordance with such rules and regulations as may be promulgated at any time by the Declarant or by a Property Owners' Association to whom Declarant may have conveyed such areas, provided the premises are left in their natural state forever.

b) These rights of user may not be assigned except as an appurtenance to the transfer of title of a lot or lots on the filed map. The owners of such lots, however, shall have the right to extend the privileges herein contained to their immediate families, guests visiting them, and tenants actually renting any of the lots forming a part of the subdivision.

c) Statutes, ordinances, rules and regulations of any municipality having jurisdiction thereof.

d) Bridle paths and scenic trails shall be used for horseback riding, walking, bicycling, and other methods of travel for recreational purposes only, except that under no circumstances may any type of motorized vehicle be used in the Reserved Areas.

9. All Reserved Areas and bridle paths will be kept in their natural state forever.

10. Declarant shall transfer all of its right, title and interest in and to the Reserved parcels referred to in Paragraph 8 above to a membership corporation made up of the then owners of the lots shown on the map. This conveyance shall be subject to the following terms:

a) It shall be made no later than sixty (60) days after all of the numbered lots have been conveyed by Declarant or its successors to individual plot owners.

b) It may be made at any date prior to the date established in the paragraph above at the sole option of Declarant or its successors.

c) The membership corporation referred to shall be so organized as to assure each owner of the lots shown on said map a right to membership and of the right to use the trails and other Reserved Areas in common with all others entitled thereto.

d) It shall be made subject to all of the terms of Declarant's usual Contract of Sale and of the terms of this Declaration.

e) Declarant may rely upon a Certificate of the President or of the Secretary of the membership corporation as conclusive evidence of the fact that the membership corporation meets the requirements of this paragraph, and upon the receipt of such Certificate and conveyance of the premises to the corporation by the Declarant, its successors and assigns, shall have no further liability to the corporation or anyone else with

respect to said premises.

f) Declarant may convey the parcel at one time or at different times except that the conveyances must be completed within the time limit set forth above.

g) In the event that no such membership corporation is in existence on September 1, 1985, or at the time of the proposed conveyance hereunder, or if such organization exists but is unable to accept title or refuses to accept title or if its President or Secretary refuses to execute the Certificate required of them, the Declarant specifically reserves the right to dedicate or convey the parcels described to the Town of East Hampton, or the Declarant may refuse to pay taxes, maintain or support said premises or any part thereof. Such a conveyance, dedication or abandonment shall terminate the Declarant's liability in every respect.

h) Written notice of the creation of the membership corporation referred to in this Declaration shall be given the developer. Such notice may be served personally upon the developer or service may be made by Certified Mail, and affixed to such notice shall be the President's or Secretary's Certificate as hereinbefore required. Until such notice is received by Declarant it shall be conclusively presumed that no such corporation is in existence. After such notice, any communication with the corporation shall be sent by Declarant to the address set forth in the notice. The corporation shall have sixty (60) days within which to accept any offer or conveyance made to it by Declarant.

11. Declarant specifically reserves the right to dedicate the streets shown on the map to the Town of East Hampton and such dedication shall be effective without the consent or approval of any lot owner.

12. All of the foregoing restrictions, covenants and conditions shall be deemed covenants running with the land and shall continue until September 1, 1990, excepting the provisions of Paragraphs 8 and 9 hereof which shall continue in perpetuity.

13. Any of the restrictions, covenants, conditions and agreements contained in this Declaration except those in perpetuity may be modified by the Declarant, its successors or assigns, as to any property still owned by it by filing a properly executed modification thereof, and as to any property not owned by it by agreement between the then owner and the Declarant.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized officer and its corporate seal to be affixed on the day and year first above written.

OLD SUFFOLK CORPORATION

BY J. Alwin Froehlich  
J. ALWIN FROEHLICH,  
President

STATE OF NEW YORK)  
: SS  
COUNTY OF SUFFOLK)

On the 25<sup>th</sup> day of June, 1980, before me personally came J. Alwin Froehlich, to me known, who being by me duly sworn, did depose and say that he resides at #413 S. Country Road, Bay Shore, New York, that he is the President of OLD SUFFOLK CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation that the seal so 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  
NOTARY PUBLIC, State of New York  
1982



DECLARATION OF RESTRICTIONS

by

OLD SUFFOLK CORPORATION

THE OLD ORCHARD

Town of East Hampton,  
Suffolk County,  
New York

JUL 23 2 41 PM '80

ARTHUR J. FELLICE  
CLERK OF  
SUFFOLK COUNTY

2145

OLD SUFFOLK CORPORATION  
Eurasian-American Bank Building  
4178 Veterans Highway  
Rochester, N.Y. 11778

cc - v. 857 title # 5-66622V

RECORDED

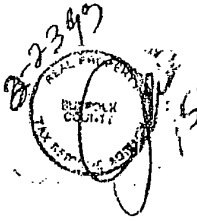
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ASST. CLERK

11619P193

OLD ORCHARD PROPERTY OWNERS' ASSOCIATION, INC.  
P.O. BOX 2311 OLD ORCHARD LA.  
EAST HAMPTON, NEW YORK 11937

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS  
DATED JUNE 25, 1980 AND FILED IN LIBER 8857,  
PAGES 236-242 INCLUSIVE



Map of "The Old Orchard Town of East Hampton, Suffolk County, New York" duly filed in the Suffolk County Clerk's Office on July 23, 1980 as Map Number 1925

0300-14200-01.00 - 000.000

FIRST AMENDMENT made the 11th day of February, 1993 by OLD ORCHARD PROPERTY OWNERS' ASSOCIATION, INC., a membership corporation organized and existing under the laws of the State of New York, to the DECLARATION OF RESTRICTIONS made by OLD SUFFOLK CORPORATION, dated June 25, 1980 and filed in the Suffolk County Clerk's Office in Liber 8857, pages 236-242 inclusive, a copy of which is annexed hereto; and

WHEREAS, OLD ORCHARD PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as "the Corporation"), is the membership corporation referred to in the aforesaid Declaration of Restrictions, dated June 25, 1980 (hereinafter referred to as "the Declaration"); and

WHEREAS, the Corporation is the successor to Old Suffolk Corporation under the terms and provisions of said Declaration and was organized and exists pursuant thereto for the purpose of promoting, enhancing and furthering its goals, objectives and purposes; and

WHEREAS; the Corporation desires to amend paragraphs "12" and "13" of said Declaration in accordance with the wishes of its members, whom at a duly convened annual meeting of the membership of the Corporation, held upon due notice on May 23, 1992 at Neighborhood House, Three Mile Harbor Road in the Town of East Hampton, N.Y. unanimously approved a motion, duly made and seconded, to amend paragraph "12" of said Declaration retroactively to August 31, 1990 to the end that all restrictions, covenants, conditions and agreements contained in the preceding paragraphs thereof shall be deemed to be covenants running with the land which shall continue to September 1, 2020, excepting that the provisions of paragraphs "7", "8" and "9" thereof shall continue in perpetuity and to amend paragraph "13" of said Declaration retroactively to August 31, 1990 to provide that any of the restrictions, covenants, conditions or agreements set forth therein, except those in perpetuity, may be terminated, changed or modified by an affirmative vote of not less than two-thirds of a proper quorum of the members of the Corporation at any duly noticed and convened meeting to be held under and in compliance with the provisions of Article V of its By-Laws; and that any and all actions taken under said Declaration by any officer, committee or other authorized persons in general and by the Architectural And Landscaping Review Board in particular, since September 1, 1990 be adopted and ratified, all as evidenced by a duly certified Resolution, which is annexed hereto and made a part hereof;

NOW THEREFORE, by virtue of all of the foregoing, paragraphs "12" and "13" of said Declaration of Restrictions (and no other paragraphs or provisions of same) are hereby

AMENDED retroactively to August 31, 1990 to state and be read with full force and effect since that date and henceforward, as follows:

"12. All of the foregoing restrictions, covenants, conditions and agreements shall be deemed covenants running with the land and shall continue until September 1, 2020, excepting the provisions of Paragraphs "7", "8" and "9" hereof, which shall continue in perpetuity."

"13. Any of the restrictions, covenants, conditions or agreements contained in this Declaration, except those in perpetuity, may be terminated, changed or modified by an affirmative vote of not less than two-thirds of a proper quorum of the members of the Corporation at any duly noticed and convened meeting to be held under and in compliance with the provisions of Article V of its By-Laws.

OLD SUFFOLK CORPORATION  
DECLARATION OF RESTRICTIONS

MAP OF THE OLD ORCHARD,  
East Hampton, N. Y.

\* \* \* \* \*

DECLARATION, made this 25<sup>th</sup> day of ~~June~~ 1980 by  
OLD SUFFOLK CORPORATION, a New York Corporation, having its principal  
office at European American Bank Building, 4175 Veterans Highway,  
Ronkonkoma, New York, hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is the owner of a tract of land situate  
in the Town of East Hampton, Suffolk County, New York, shown on a certain  
map entitled, "The Old Orchard, Town of East Hampton, Suffolk County,  
New York" and duly filed in the Office of the County Clerk of Suffolk  
County on the 23 day of July, 1980 as Map Number 6915 and

WHEREAS, the Declarant desires to make this Declaration setting  
forth reservations, restrictions, covenants, conditions and agreements,  
subject to which the property shown on said map is now held and shall be  
sold and conveyed,

NOW, THEREFORE, the Declarant declares that said property shown  
as subdivided on said map above referred to is held and shall be sold and  
conveyed by the Declarant subject to the reservations, restrictions,  
covenants and agreements hereinafter set forth.

1. Definition of lot. A "lot" is such parcel as is separately  
numbered as a lot on aforesaid map.

2. There shall be no further division of the parcels shown on this  
map and no parcel shall be used for access to any other property not shown  
on this map without written consent of the Planning Board of the Town of  
East Hampton.

3. The use of the premises shown on said map shall be subject to the following restrictions:

a) No structure shall be used or erected or altered and no part of the premises shall be used for any purpose except as a dwelling house for one family with or without one private garage to accommodate not more than three pleasure cars. Under no circumstances will a house trailer or camper be used as a dwelling house. Building setbacks shall conform with Zoning Ordinance of the Town of East Hampton.

b) In the case of lot 36, appropriate out buildings appurtenant to a farm may be erected provided said structures comply with the Building and Zoning Ordinance of the Town of East Hampton.

c) No structure shall be erected, or the exterior altered, unless the Architectural plans, specifications, site plans and landscaping plans thereof have been approved in writing by the Declarant, its successors or assigns.

Upon completion of the sale or conveyance of the plots in the within subdivision, Declarant shall delegate this approval authority to a Property Owners Association which shall be formed by the property owners in a manner hereinafter referred to. The By-Laws of said Corporation shall, among other things provide for mandatory Architectural, site plan and landscaping control of the premises.

Said Association shall, from its membership, appoint an Architectural and Landscaping Review Board which shall carry on the approval function delegated by the Declarant.

d) No house, coop or enclosure for the keeping of chickens, pigeons, ducks or any fowl shall be allowed upon the premises or any portion thereof, with the exception of lot 36.

e) No residence shall be erected or used which has a livable floor space of less than 1,200 square feet. Without limiting the meaning of

"livable floor space" it shall not in any event include a garage, carport, porch, breezeway, balcony or terrace.

f) No signs of any kind shall be displayed upon any lot except that an unilluminated "For Sale" or "For Rent" sign may be erected, provided that said sign shall not be more than two (2) square feet in size. This restriction shall not prohibit Declarant from using said premises or any part thereof for the sale of real estate, including the right to place unilluminated advertising signs, model homes and a business office on the premises.

4. Purchasers of all lots agree to comply with the provisions of any approved system of sewage disposal and water supply and with all of the sanitation laws and regulations of the State, County and Town which may be in effect from time to time, and with the lawful orders of all municipal officials having jurisdiction over sanitation and public health, and also agree to allow inspectors from the various departments having jurisdiction thereof to make inspections from time to time on said premises.

5. Vehicular access to lots 11 and 1 shall be from Old Orchard Lane by means of a Right of Way common to both lots over a strip of land sixteen feet in width measured at right angles to the side lines thereof, each of which said side lines shall be parallel to and eight feet distant from the boundary line dividing the two lots. Said 16 foot Right of Way shall extend from Old Orchard Lane a distance of 237.76 feet to a point opposite the rear line of lot 13.

6. Where necessary for drainage adequate culverts shall be installed by lot owners under all driveways serving the premises of such lot owners.

7. Declarant has executed a Grant of Scenic Easement to the Town of East Hampton dated 6-25-80 and recorded on 7-23-80 in Liber 8856 page 351, with respect to certain portions of lots 1-9





inclusive, lots 11 and 12; 14 to 18 inclusive, 21 and 22, and lots 36, 37 and 38 as indicated on the Map of The Old Orchard and marked as "Scenic Easement". Any conveyance of any of the aforesaid lots shall be made subject to said Scenic Easements. Said Scenic Easements shall be in perpetuity.

8. Declarant sets aside and reserves for recreational and preservation areas, in perpetuity, the following parcels appearing on the Map of The Old Orchard marked as:

- A. "Reserved Area A" 0.982 acres.
- B. "Reserved Area B" 9.955 acres.
- C. "Reserved Area C" 2.849 acres.
- D. "Reserved Area D" 0.412 acres.
- E. "Reserved Area E" 0.761 acres.

Said Reservation is subject to the following conditions.

a) The use shall be in accordance with such rules and regulations as may be promulgated at any time by the Declarant or by a Property Owners Association to whom Declarant may have conveyed such areas, provided the premises are left in their natural state forever.

b) These rights of user may not be assigned except as an appurtenance to the transfer of title of a lot or lots on the filed map. The owners of such lots, however, shall have the right to extend the privileges herein contained to their immediate families, guests visiting them, and tenants actually renting any of the lots forming a part of the subdivision.

c) Statutes, ordinances, rules and regulations of any municipality having jurisdiction thereof.

g) Bridle paths and scenic trails shall be used for horseback riding, walking, bicycling, and other methods of travel for recreational purposes only, except that under no circumstances may any type of motorized vehicle be used in the Reserved Areas.

9. All Reserved Areas and bridle paths will be kept in their natural state forever.

10. Declarant shall transfer all of its right, title and interest in and to the Reserved parcels referred to in Paragraph 8 above to a membership corporation made up of the then owners of the lots shown on the map. This conveyance shall be subject to the following terms:

a) It shall be made no later than sixty (60) days after all of the numbered lots have been conveyed by Declarant or its successors to individual plot owners.

b) It may be made at any date prior to the date established in the paragraph above at the sole option of Declarant or its successors.

c) The membership corporation referred to shall be so organized as to assure each owner of the lots shown on said map a right to membership and of the right to use the trails and other Reserved Areas in common with all others entitled thereto.

d) It shall be made subject to all of the terms of Declarant's usual Contract of Sale and of the terms of this Declaration.

e) Declarant may rely upon a Certificate of the President or of the Secretary of the membership corporation as conclusive evidence of the fact that the membership corporation meets the requirements of this paragraph, and upon the receipt of such Certificate and conveyance of the premises to the corporation by the Declarant, its successors and assigns, shall have no further liability to the corporation or anyone else with

respect to said premises.

f) Declarant may convey the parcel at one time or at different times except that the conveyances must be completed within the time limit set forth above.

g) In the event that no such membership corporation is in existence on September 1, 1985, or at the time of the proposed conveyance hereunder, or if such organization exists but is unable to accept title or refuses to accept title or if its President or Secretary refuses to execute the Certificate required of them, the Declarant specifically reserves the right to dedicate or convey the parcels described to the Town of East Hampton, or the Declarant may refuse to pay taxes, maintain or support said premises or any part thereof. Such a conveyance, dedication or abandonment shall terminate the Declarant's liability in every respect.

h) Written notice of the creation of the membership corporation referred to in this Declaration shall be given the developer. Such notice may be served personally upon the developer or service may be made by Certified Mail, and affixed to such notice shall be the President's or Secretary's Certificate as hereinbefore required. Until such notice is received by Declarant it shall be conclusively presumed that no such corporation is in existence. After such notice, any communication with the corporation shall be sent by Declarant to the address set forth in the notice. The corporation shall have sixty (60) days within which to accept any offer or conveyance made to it by Declarant.

11. Declarant specifically reserves the right to dedicate the streets shown on the map to the Town of East Hampton and such dedication shall be effective without the consent or approval of any lot owner.

12. All of the foregoing restrictions, covenants and conditions shall be deemed covenants running with the land and shall continue until September 1, 1990, excepting the provisions of Paragraphs 8 and 9 hereof which shall continue in perpetuity.

13. Any of the restrictions, covenants, conditions and agreements contained in this Declaration except those in perpetuity may be modified by the Declarant, its successors or assigns, as to any property still owned by it by filing a properly executed modification thereof, and as to any property not owned by it by agreement between the then owner and the Declarant.

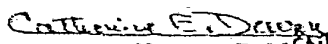
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized officer and its corporate seal to be affixed on the day and year first above written.

OLD SUFFOLK CORPORATION

BY   
J. ALWIN FROEHLICH,  
President

STATE OF NEW YORK)  
: SS  
COUNTY OF SUFFOLK)

On the 25<sup>th</sup> day of June, 1980, before me personally came J. Alwin Froehlich, to me known, who being by me duly sworn, did depose and say that he resides at #413 S. Country Road, Bay Shore, New York, that he is the President of OLD SUFFOLK CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation that the seal so 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.

  
Catherine E. DeGroot  
Notary Public  
NOTARY PUBLIC, State of New York  
No. 30-6012595  
Qualified in Nassau County  
Commission Expires March 30, 1982

CERTIFIED RESOLUTION OF THE MEMBERS OF  
OLD ORCHARD PROPERTY OWNERS' ASSOCIATION, INC.  
THIS 23RD DAY OF MAY 1992

WHEREAS, OLD ORCHARD PROPERTY OWNERS' CORPORATION, INC. (hereinafter referred to as "the Corporation") is a membership corporation duly organized and existing pursuant to and under the laws of the State of New York; and

WHEREAS, at the annual meeting of the members of the Corporation, duly noticed and held with a due and proper quorum on May 23, 1992 at Neighborhood House Three Mile Harbor Road, Town of East Hampton, N.Y., a motion was made and duly seconded to amend the Declaration of Restrictions dated June 25, 1980 (hereinafter referred to as "the Declaration") made by its predecessor, Old Suffolk Corporation and filed in the Suffolk County Clerk's Office in Liber 8857, pages 236-242 inclusive, on or about July 23, 1980, amending paragraphs "12" and "13" of the Declaration and no other paragraphs thereof, such amendments to be retroactive to August 31, 1990 and that any actions taken under any paragraph of the Declaration since September 1, 1990 be adopted and ratified; and

WHEREAS, said motion was unanimously approved by affirmative vote of the members of the corporation; and

WHEREAS, the aforesaid action taken by the members of the Corporation was duly recorded in the minutes of the meeting by the undersigned Secretary of the Corporation;

NOW, THEREFORE, be and it hereby is unanimously

RESOLVED, by the members of the Corporation, Old Orchard Property Owners' Association, Inc., in annual meeting duly assembled and convened on May 23, 1992 pursuant to due and legal notice and in conformity with its By-Laws that paragraphs "12" and "13" of the aforesaid Declaration of Restrictions dated June 25, 1980 and no other paragraphs thereof be amended to state and be read, as follows:

"12. All of the foregoing restrictions, covenants, conditions and agreements shall be deemed covenants running with the land and shall continue until September 1, 2020, excepting the provisions of paragraphs "7", "8" and "9" hereof, which shall continue in perpetuity."

"13. Any of the restrictions, covenants, conditions or agreements contained in this Declaration, except those in perpetuity, may be terminated, changed or modified by an affirmative vote of not less than two-thirds of a proper quorum of the members of the Corporation at any duly noticed and convened meeting to be held under and in compliance with the provisions of Article V of its By-Laws;

and it is further

RESOLVED, that the above described amendments to said Declaration be and hereby are deemed to be retroactive to August 31, 1990 and are to be applied and treated with full force and effect since that date and henceforward; and it is further

RESOLVED, that any and all actions taken under said Declaration by any officer, committee or other authorized persons in general and by the Architectural and Landscaping Review Board in particular, since September 1, 1990 be and the same hereby are adopted and ratified.

#### CERTIFICATION OF FOREGOING RESOLUTION

I, PATRICIA D. HARRITON, the Secretary of OLD ORCHARD PROPERTY OWNERS' ASSOCIATION, INC., a membership corporation duly organized and existing under the laws of the State of New York, does hereby certify that I am the keeper of the records and minutes of the proceedings of the meetings of said corporation, and that on May 23, 1992 at the Neighborhood House, Three Mile Harbor Road, Town of East Hampton, N.Y. there was held the annual meeting of the members of said corporation, which was duly noticed and convened with a due quorum present in accordance with law and the Corporation's By-Laws at which the foregoing Resolution was duly and regularly adopted and passed by unanimous, affirmative vote of said members and I further certify that the aforesaid Resolution is in full force and effect and has not been revoked and that the copy

11619M193

of same attached to the First Amendment of the Declaration of Restrictions, dated June 25, 1980, is a true and correct copy of said Resolutio

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of said Corporation as its Secretary this *6th* day of February, 1993 in the Town of East Hampton, N.Y.

*Patricia D. Harrington*  
Patricia D. Harrington  
Secretary of Old Orchard Property  
Owners' Association, Inc.

RECORDED  
FEB 23 11 32 AM '93  
EDWARD J. COYNE  
CLERK OF  
SUFFOLK COUNTY

*R.K.*  
JOHN E. NEECK  
PO Box 1483  
EAST HAMPTON, NY  
11937



GRANT OF SCENIC EASEMENT

THIS INDENTURE, made as of this 25<sup>th</sup> day of June, 1980, by and between OLD SUFFOLK CORPORATION, a New York Corporation, having its principal place of business at 4175 Veterans Highway, Ronkonkoma, New York 11779, ("the grantor"), and THE TOWN OF EAST HAMPTON, a municipal corporation having its office at 159 Pantigo Road, East Hampton, New York, 11937 ("the grantee").

WHEREAS, the grantor is the owner of lands in the Town of East Hampton, County of Suffolk and State of New York, described as follows:

RA 7/23/80



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ALL those certain parcels of land, situate, lying and being in the Town of East Hampton, County of Suffolk and State of New York, known and designated as and by Lot Numbers 1 thru 38 inclusive on a certain map entitled, "Map of The Old Orchard", and filed in the Office of the Clerk of the County of Suffolk on as Map Number

and the said parcels constitute an area of natural scenic beauty, and the present state of use enhances the present and potential value of abutting and surrounding properties and enhances the conservation of natural and scenic resources; and

WHEREAS, the grantor wishes to grant a scenic and conservation easement to the grantee affecting the above identified real property; and

The grantee has instituted and is carrying out programs to maintain open space and to preserve the beauty and natural condition of lands in the Town; and

The General Municipal Law of the State of New York at Section 247 carries into law the declared intent of the Legislature of the State of New York that the rapid growth and spread of urban development is encroaching upon, or eliminating many open areas and spaces of varied size and character, including many having significant scenic or esthetic value, which areas and space, if preserved and maintained in their present open space would constitute important physical, social, esthetic or economic

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assets to existing or future Town development; and

The grantee, in furtherance of the above policy and in accordance with General Municipal Law, Section 247, wishes to accept the scenic and conservation easement hereby proffered by the grantors,

NOW, THEREFORE, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration to the grantor, receipt of which is hereby acknowledged, this agreement witnesseth that:

(1) The grantor does hereby donate, grant, transfer and convey unto the Town of East Hampton, in perpetuity, a 33' wide scenic and conservation easement of the nature, character and to the extent hereinafter set forth, over and upon portions of lots 1 to 9 inclusive, 11, 12, 14 to 18 inclusive, 21 and 22, as set forth on said map and described above. The said burdened portions of the above affected lots are indicated on the Map of The Old Orchard, as a "33' wide Scenic Easement". Grantor also hereby donates, grants, transfers and conveys in like manner that portion of lot 36 described on the Map as "Scenic Easement 1,989 Acres". Grantor also hereby donates, grants, transfers and conveys in like manner that portion of lots 37 and 38 described on the Map as "33' wide Scenic Easement". The Easement premises are hereinafter sometimes referred to as the "burdened premises".

(2) The nature, character and extent of the easements hereby granted are as follows:

A. No building or structures of any description shall be erected on the burdened premises.

B. Building line set backs shall be those required by the East Hampton Town Building Zone Ordinance. In no event, however, shall any building or structure be erected within ten (10) feet of any Scenic Easement line.

C. No topsoil shall be removed from the burdened premises nor shall sand, gravel, peat or other minerals be excavated therefrom for any purpose.

D. Property owners in The Old Orchard subdivision and their guests shall have the right to use the burdened premises as an equestrian trail, and for no other use.

E. Except as indicated in paragraph D, burdened premises to maintain their present appearance, shall remain in their natural state, and for this purpose the grantor, his heirs and assigns, reserve the exclusive right to use and enjoy said burdened premises.

F. The grantee shall have the right to annual inspection of the burdened premises for the purpose of assuring itself that the grantor is not in violation of any of the terms and conditions of this scenic easement, such inspection to be by prior arrangement with and at the convenience of the grantor.

(3) The nature, character and extent of limitations on the within grant of easement are as follows:

A. The burdened premises shall not be open or available to the public for general or park use, but shall remain at all times in the exclusive possession of the grantor, his heirs and assigns, and subject to his unqualified right to exclude others therefrom by any and all lawful means, except as indicated in paragraph D.

B. All right, interests and privileges of the grantor in the burdened premises not herein specifically donated, granted, transferred and conveyed, remain and reside with the grantor, his heirs and assigns.

The grantee hereby undertakes to cooperate to the extent legally permissible in having the valuation placed upon the burdened premises for purposes of real estate taxation taken into account and limited by the restrictions imposed by the scenic easement, all in accordance with State of New York General Municipal Law, Section 247.

(4) The grantor, in furtherance of the above policy, covenants, in perpetuity, that no building or structure of any description may be erected on any one of the above described premises, except one single family dwelling, one garage or barn, one swimming pool, one tennis court and one tool shed. It being intended to prohibit, in perpetuity, the further division of any of the above described 38 lots.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year first above written.

OLD SUFFOLK CORPORATION

By J. Alwin Froehlich  
J. Alwin Froehlich, Pres.

TOWN OF EAST HAMPTON

By [Signature]  
Supervisor

ATTEST:  
[Signature]  
Town Clerk

STATE OF NEW YORK)  
:SS  
COUNTY OF SUFFOLK)

On the 25<sup>th</sup> day of June, 1980, before me personally came J. ALWIN FROEHLICH, to me known, who being by me duly sworn, did depose and say that he resides at #413 S. Country Road, Bay Shore, N. Y., that he is the President of OLD SUFFOLK CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so 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.

Catherine E. Dewar  
Notary Public  
CATHERINE E. DEWAR  
NOTARY PUBLIC, State of New York  
No. 30-651655  
Qualified in Nassau County  
Commission Expires March 30, 1982

STATE OF NEW YORK)  
:SS  
COUNTY OF SUFFOLK)

38 Osborne Lane

On the 21 day of ~~June~~ July, 1980, before me personally came MARY A. FALLON to me known, who, being by me duly sworn, did depose and say that she resides at East Hampton, Suffolk County, New York; that she is the Supervisor of the Town of East Hampton, the municipal corporation described in and which executed the foregoing instrument; that she knows the seal of said Town; that the seal affixed to said instrument is such Town seal; that it was so affixed by a resolution duly adopted by the Town Board of the Town of East Hampton; and that she signed her name thereto pursuant to said resolution.

Suzanne M. Marchisella  
Notary Public  
SUZANNE M. MARCHISELLA  
NOTARY PUBLIC, State of New York  
No. 52-42647-3  
Qualified in Suffolk County  
Term Expires March 30, 1982

48856-555

DECLARATION OF RESTRICTIONS

by  
OLD SUFFOLK CORPORATION

THE OLD ORCHARD  
Town of East Hampton  
Suffolk County,  
New York

RECEIVED  
CLERK OF  
SUFFOLK COUNTY

JUL 23 9 48 AM '80

2044

OLD SUFFOLK CORPORATION  
European-American Bank Building  
4176 Veterans Highway  
Ronkonkoma, L.I., N.Y. 11778

RECEIVED  
REAL ESTATE  
JUL 23 1980  
TRANSFER TAX  
SUFFOLK COUNTY

38180

RECORD & RETURN TO:  
Zig Schmitt, Town Att'y  
Town of East Hampton

RECORDED


JUL 23 1980

ARTHUR J. HULL

NO CONSIDERATION

8867-237

DIST.  
0300  
SECT.  
142.00  
BLOCK  
01.00  
LOT  
011.000

3  
  
8/13/80  
20

THIS INDENTURE made this 29<sup>th</sup> day of July, 1980, between OLD SUFFOLK CORPORATION a corporation of the State of New York, having its principal office at 4175 Veterans Highway, Ronkonkoma, New York hereinafter called the "Grantor" and NEW YORK TELEPHONE COMPANY, a corporation of the State of New York, having its principal office at 1095 Ave. of the Americas, New York, N. Y., and LONG ISLAND LIGHTING COMPANY, a New York corporation having its principal office at 250 Old Country Road, Mineola, New York, hereinafter jointly called the "Grantees".

WHEREAS, the Grantor owns in fee certain land in the Town of East Hampton County of Suffolk, State of New York, as shown on map entitled "Map of The Old Orchard", and more particularly set forth on "Exhibit A", attached hereto and hereby made a part hereof, and Grantor is constructing or intends to construct buildings on said land and desires the Grantees to extend their respective telephone, gas and electric service facilities upon and throughout said land and buildings, as may be appropriate and reasonably necessary under the circumstances.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, and intending to be legally bound, herein grants unto the Grantees and their respective successors and assigns:

FIRST: The permanent and perpetual easement, right, privilege and authority to construct, reconstruct, relocate, operate, repair, maintain and at their pleasure remove, any and all facilities, equipment, fixtures and other apparatus and appurtenances used or useful for communication and the

distribution of gas and electricity, which the Grantees may now or from time to time deem necessary across, through, over and/or under strips of land ten (10) feet wide along front-and-side lines of the lots as shown on the Exhibit attached hereto, and the full length and width of the streets and highways which adjoin or which are upon said land, and the right as may be reasonably necessary under the circumstances to extend aerial drops or underground feeder lines to all buildings now or hereafter constructed upon any and all of the lots shown on the Exhibit attached hereto or as such lots may hereafter be subdivided or consolidated, with the further right to trim, cut roots, or remove from time to time any trees within the or adjacent to the easement area herein described as shall be reasonably necessary to keep the Grantees' facilities and equipment free from interference.

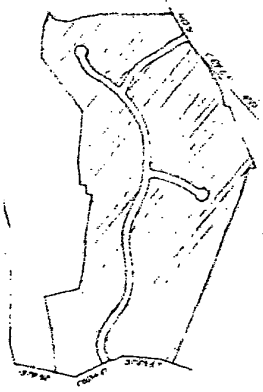
SECOND: The right to enter upon those areas described in the Exhibit attached hereto other than the areas by this grant made subject to easement, from time to time and with such men, vehicles and equipment as may be reasonably necessary to exercise the easement rights herein granted.

THIRD: The Companies shall guard adequately all excavations made by them pursuant to this grant and shall save harmless and indemnify the Grantor from any injury to its property, its employees or the public which may at any time occur or arise out of negligent installation, maintenance or removal of facilities pursuant to this grant.

FOURTH: Grantor agrees not to erect or maintain

8867-239

# "EXHIBIT A"



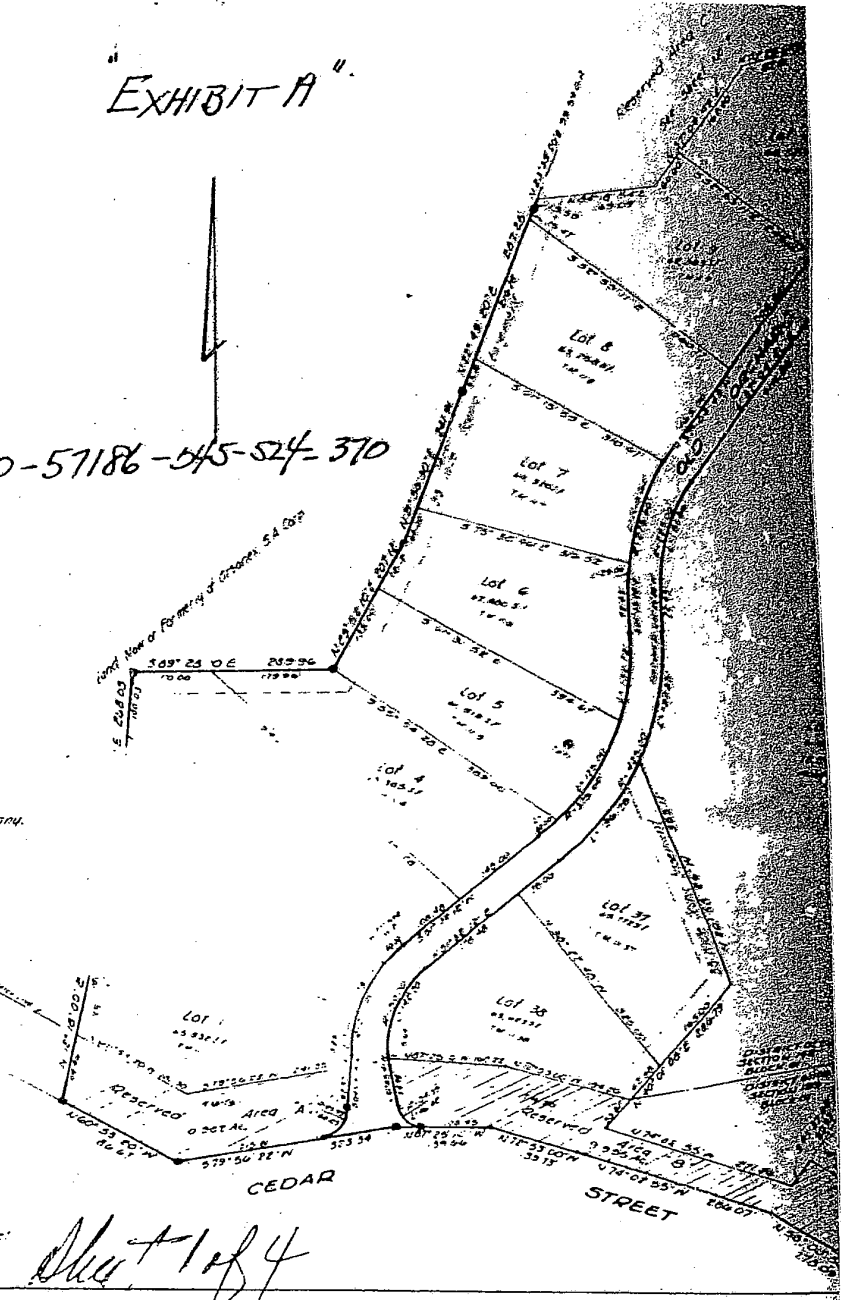
KEY MAP

20-57186-045-04-370

TO BE 92.000 ACRES  
T. 2000 2nd 1/2 Sec. 30  
E. 2000 30  
L. 2000 30  
L. 2000 30  
L. 2000 30  
L. 2000 30

of areas which have easement thereon.

RECORD  
THIS MAP

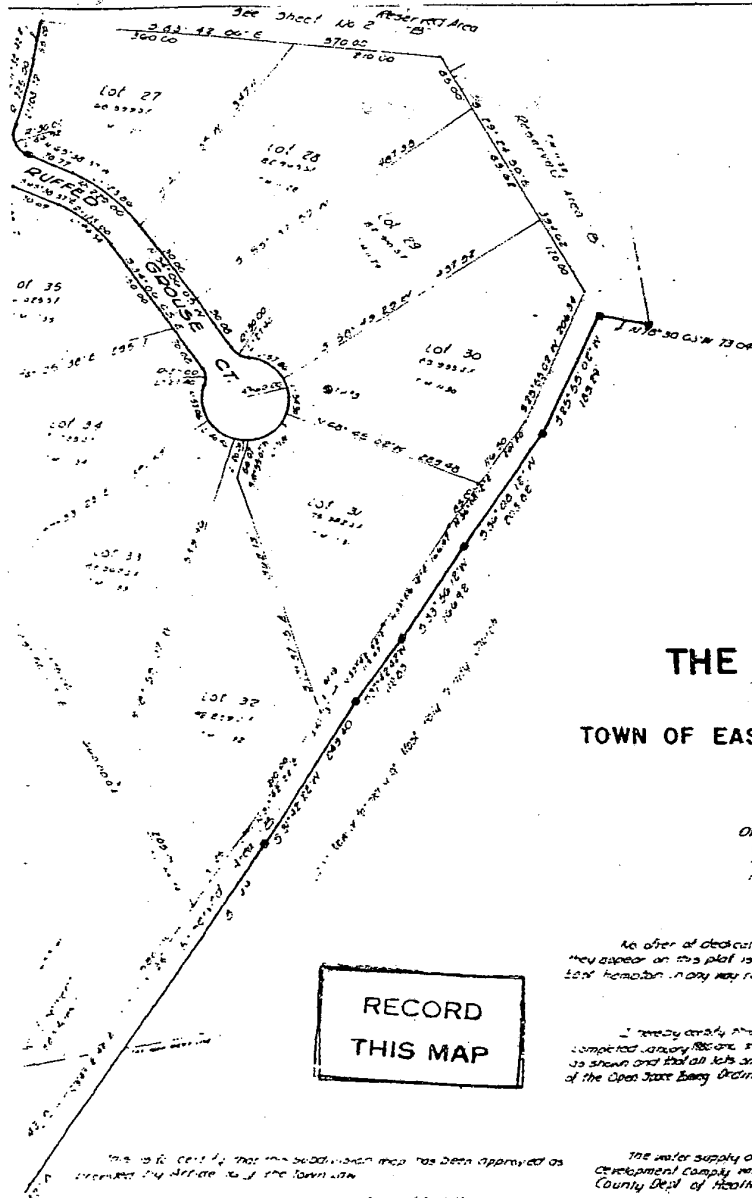


TO BE 92.000 ACRES  
T. 2000 2nd 1/2 Sec. 30  
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L. 2000 30

Sheet 1 of 4



67-240

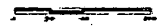


OLD SUFFOLK CORPORATION  
 Empire-American Bank Building  
 4176 Veterans Highway  
 Roseton, N.Y. 11770

THE OLD ORCHARD  
 PLAT

*Paul W. Thibault*  
 PLAT

MAP OF  
**THE OLD ORCHARD**  
 SITUATE  
 TOWN OF EAST HAMPTON, SUFFOLK CO., N.Y.



Owner & Developer  
 Old Suffolk Corporation  
 4176 Veterans Highway  
 Roseton, N.Y.

**RECORD  
 THIS MAP**

No offer of dedication of the streets or reserved areas as they appear on this plat is made to the public nor to the Town of East Hampton, nor is any responsibility for their replacement.

I hereby certify that this map is true from an actual survey completed January 1956 and that all concrete monuments have been set as shown and that all lots on this map are in conformance with requirements of the Open Space Easement Ordinance of the Town of East Hampton.

*Darrell A. Weaver Jr.*  
 Darrell A. Weaver Jr. L.E. No. 33708

This is to certify that the subdivision map has been approved as presented by Article 16 of the Town Law.

The water supply and sewage disposal facilities for all lots in this development comply with the standards and requirements of the Suffolk County Dept. of Health.

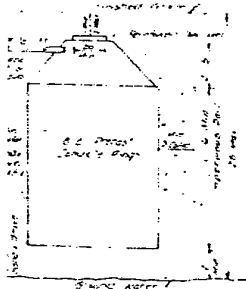
*[Signature]*  
 Town of East Hampton  
 Planning Board  
 Chairman or Secretary

*[Signature]*  
 Darrell A. Weaver Jr. L.E. No. 33708  
 Prepared May 23, 1956  
 George - Waterbridge Co.  
 Land Surveyors & Engineers  
 East Hampton, N.Y.

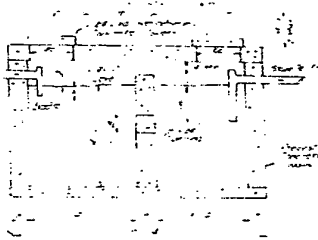
*Sheet 2 of 4*



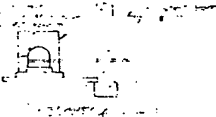
TYPICAL PLOT



LEACHING POOL



SEPTIC TANK



WELL

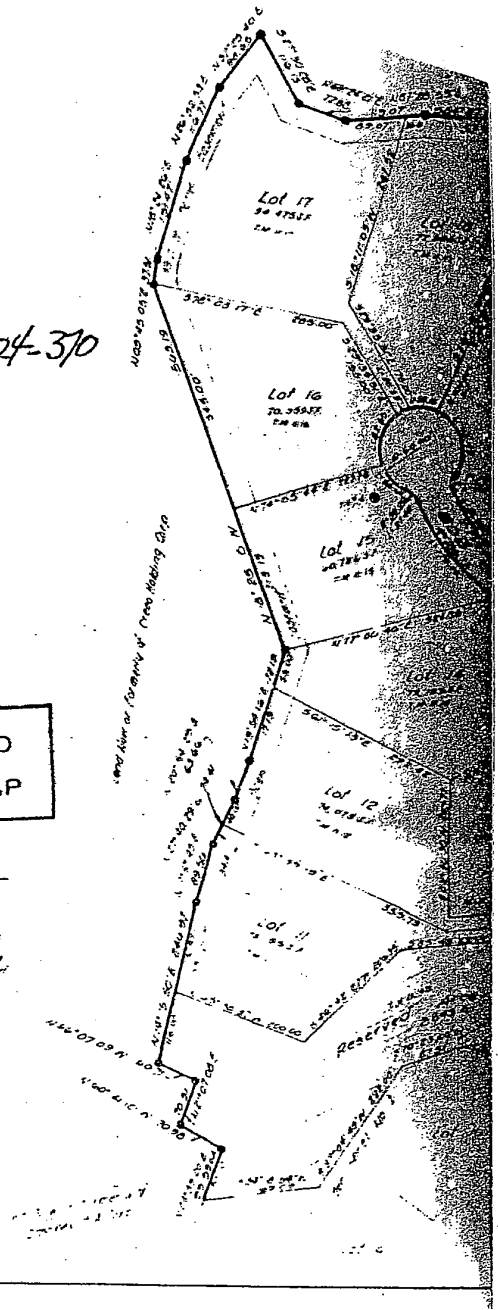
EXHIBIT A  
SECT.  
SHEET 2 OF 2

20-57186-045-524-310

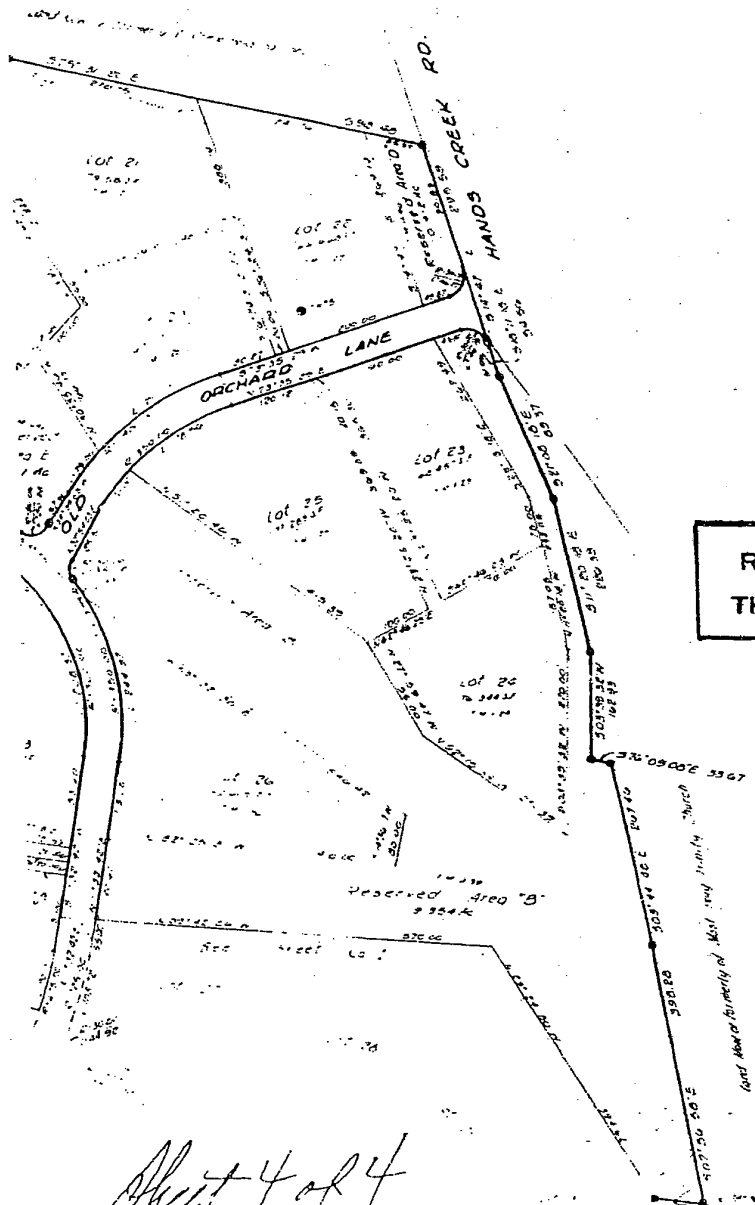
RECORD  
THIS MAP

Lot No.	Area (Ac.)	Area (Sq. Ft.)	Area (Sq. Yds.)	Area (Sq. M.)
Lot 17	2.40	104,544	11,616	43,720
Lot 16	2.40	104,544	11,616	43,720
Lot 15	2.40	104,544	11,616	43,720
Lot 14	2.40	104,544	11,616	43,720
Lot 13	2.40	104,544	11,616	43,720
Lot 12	2.40	104,544	11,616	43,720
Lot 11	2.40	104,544	11,616	43,720
Lot 10	2.40	104,544	11,616	43,720
Lot 9	2.40	104,544	11,616	43,720
Lot 8	2.40	104,544	11,616	43,720
Lot 7	2.40	104,544	11,616	43,720
Lot 6	2.40	104,544	11,616	43,720
Lot 5	2.40	104,544	11,616	43,720
Lot 4	2.40	104,544	11,616	43,720
Lot 3	2.40	104,544	11,616	43,720
Lot 2	2.40	104,544	11,616	43,720
Lot 1	2.40	104,544	11,616	43,720

Sheet 3 of 4

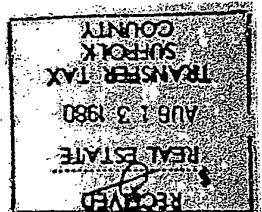


RECORD THIS MAP



Sheet 4 of 4

1197



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

On the day of , one thousand nine hundred and
before me came
to me known to be the individual described in, and who executed the foregoing instrument, and
acknowledged that he executed the same.

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

On the day of , one thousand nine hundred and
before me came
to me known, who being by me duly sworn, did depose and say that he resides at
in
that he is the of the corporation described in and which executed the fore-
going instrument; that he knows the seal of said corporation; that the seal affixed to said in-
strument is such corporate seal; that it was so affixed by order of the Board
of said corporation, and that he signed h name thereto by like order.

2051

ELECTRIC EASEMENT

OLD SUFFOLK CORPORATION

TO

Long Island Lighting Company
New York Telephone Co.

The Land Affected by the Within
Instrument Lies in Section-----
Block----- Lot----- on the Land
Map of the County of -----

RECORD AND RETURN TO:
Long Island Lighting Company
260 Old Country Road
Mineola, New York

RECORDED

AUG 13 10 55 AM '80

ARTHUR J. FELICE
CLERK OF
SUFFOLK COUNTY

COMMUNICATIONS SERVICE  
NEW YORK TELEPHONE  
BY *[Signature]*  
NEW YORK

15 50

4

THIS INDENTURE made this 22d day of April, 1981, between OLD SUFFOLK CORPORATION, a corporation of the State Of New York having its principal office at 4175 Veterans Highway, Ronkonkoma, New York 11779, hereinafter called the "Grantor" and NEW YORK TELEPHONE COMPANY, a corporation of the State of New York, having its principal office at 1095 Avenue of the Americas, New York, New York, and LONG ISLAND LIGHTING COMPANY, a New York corporation having its principal office at 250 Old Country Road, Mineola, New York, hereinafter jointly called the "Grantee".

WHEREAS, the Grantor owns in fee certain land in the Town of East Hampton, County of Suffolk, State of New York, as shown on map entitled "The Old Orchard", and more particularly set forth of "Exhibit A", attached hereto and made part hereof, and Grantor is constructing or intends to construct buildings on said land and desires the Grantee to extend their respective telephone, gas, electric service facilities upon and throughout said land and buildings as may be appropriate and reasonably necessary under the circumstances.

NOW, THEREFORE, the Grantor, for and in consideration, of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, and intending to be legally bound, herein grants unto the Grantee, and their respective successors and assigns:

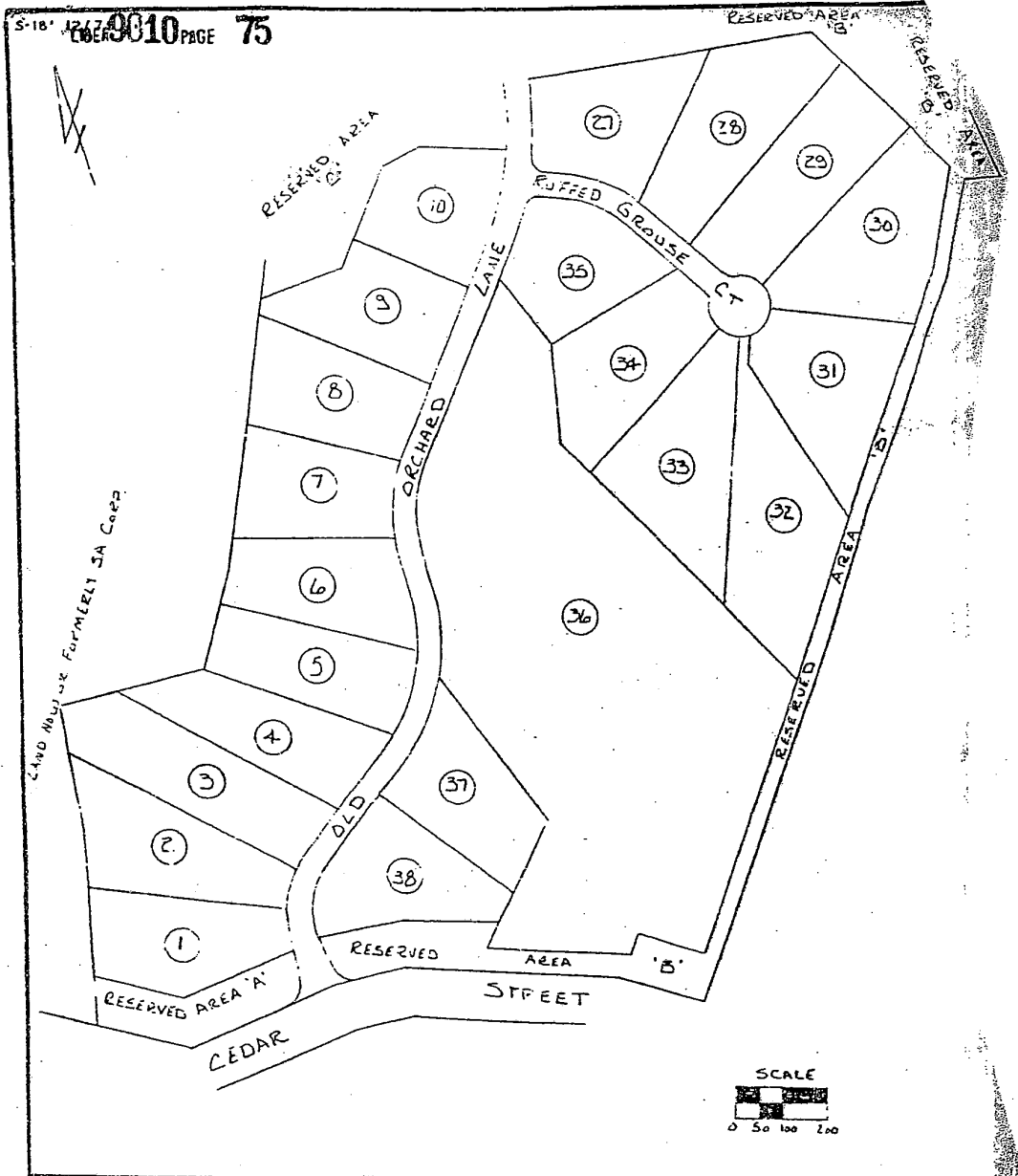
FIRST: The permanent and perpetual easement, right, privilege and authority to construct, reconstruct, relocate, operate, repair, maintain and at their pleasure remove, any and all facilities, equipment, fixtures and other apparatus and appurtenances used or useful for communication and the distribution of gas and electricity, which the Grantee may now or from time to time deem necessary across, through, over and/or under strips of land ten (10) feet wide along front and side lines of the lots as shown on the Exhibit attached hereto, and the full length and width of the streets and highways which adjoin or which are upon said land, and the right as may be reasonably necessary under the circumstances to extend aerial drops or underground feeder lines to all buildings now or hereinafter constructed upon any and all of the lots shown on the Exhibit attached hereto or as such lots may hereafter be subdivided or consolidated, with the further right to trim, cut roots or remove from time to time any trees within or adjacent to the easement area herein described as shall be reasonably necessary to keep the grantee's facilities and equipment free from interference.

SECOND: The right to enter upon those areas described in the Exhibit attached hereto other than the areas by this grant made subject to easement, from time to time and with such men, vehicles and equipment as may be reasonably necessary, to exercise the easement rights herein granted.

THIRD: The Grantee shall guard adequately all excavations made pursuant to this grant and shall save harmless and indemnify the Grantor from any injury to its property, its employees or the public which may at any time occur or arise out of negligent installation, maintenance or removal of facilities pursuant to this grant.

29900

RECEIVED  
S. REAL ESTATE  
JUN 1 1981  
TRANSFER TAX  
SUFFOLK  
COUNTY



MAP OF: THE OLD ORCHARD

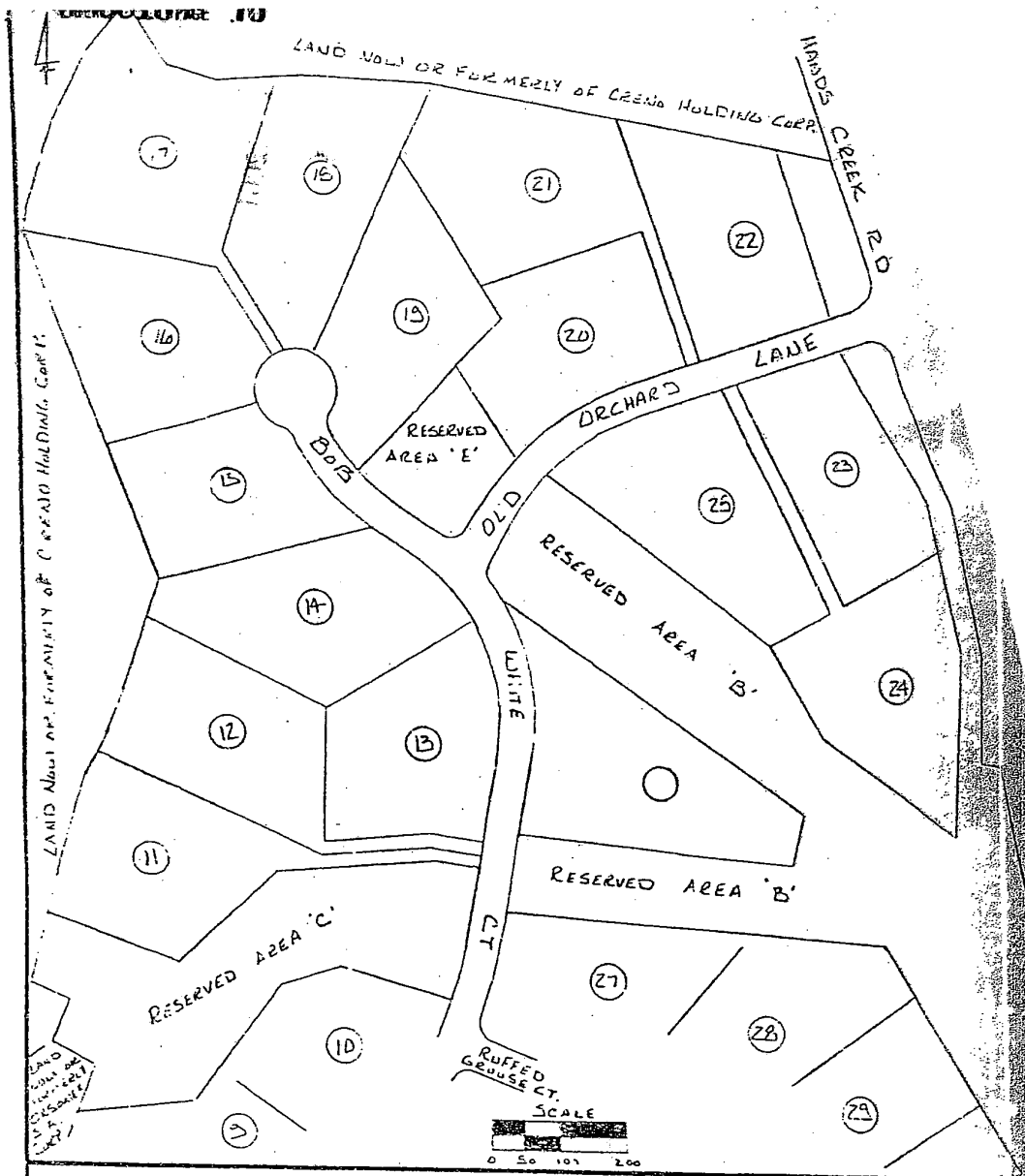
LOCALITY: EAST HAMPTON  
TOWN OF: EAST HAMPTON  
COUNTY OF: SUFFOLK  
STATE OF: NEW YORK

KEY — JB —  
PROPOSED JOINT BURIED

EXHIBIT 'A' 1 OF 2

PLEASE RETURN TO: NEW YORK TELEPHONE CO  
501 NO. OCEAN AVE.  
PATCHOGUE, NY. 11772  
ATTN: R/W SUPV.  
ROOM 114

ATT



MAP OF: THE OLD ORCHARD

LOCALITY: EAST HAMPTON  
 TOWN OF: EAST HAMPTON  
 COUNTY OF: SUFFOLK  
 STATE OF: NEW YORK

KEY — JB —  
 PROPOSED JOINT BURIED

EXHIBIT A Z OF Z

RECORDED

81 JUN 1 1972

ART. CLERK OF  
 SUFFOLK COUNTY

PLEASE RETURN TO: NEW YORK TELEPHONE CO  
 501 NO. OCEAN AVE.  
 PATCHOGUE, NY. 11772  
 ATT: R/W SUPV.  
 ROOM 114

ATT:

LIBER 9416 PAGE 331

THIS INDENTURE, made the 12<sup>th</sup> day of JULY, nineteen hundred and Eighty-Two, BETWEEN

OLD SUFFOLK CORPORATION, a domestic corporation with offices at 4175 Veterans Highway, Ronkonkoma, New York - 11779,

party of the first part, and

TOWN OF EAST HAMPTON, a municipal corporation, with offices at 159 Pantigo Road, East Hampton, Suffolk County, New York - 11937,

party of the second part;

WITNESSETH, that the party of the first part, in consideration of ten dollars paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs, or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon situated, lying and being in the Town of East Hampton, County of Suffolk and State of New York as follows:

Roads and drainage facilities in MAP OF THE OLD ORCHARD situated in the Town of East Hampton, Suffolk County, New York, filed in Suffolk County Clerk's Office on July 23, 1980 as MAP NO. 6925, said roads being as follows:

- OLD ORCHARD LANE
- RUFFED GROUSE COURT
- BOB WHITE COURT

RECEIVED  
 \$  
 REAL ESTATE  
 AUG 31 1983  
 TRANSFER TAX  
 SUFFOLK COUNTY

TAXMAP DESIGNATION

Dist. 0300

142-00

0100

LOT 00000

HP

8-26-83

HP

8-26-83

HP

8-26-83

HP

8-26-83

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

OLD SUFFOLK CORPORATION

BY: Ellen Froehlich  
ALICE FROELICH, President