

SETTLEMENT AGREEMENT (“AGREEMENT”) made this ___ day of October, 2021 by and between **OLIVE NEIGHBORS ASSOCIATION**, by and through its President, **AMY KALLAL, DONNA LAWRENCE**, (hereinafter collectively “Petitioners”) c/o Toohar & Barone, LLP, 313 Hamilton Street, Albany, New York 12210 and **SAHLER MILL FARM LLC**, (hereinafter “Seller”) 46 North Chestnut Street, New Paltz, New York 12561, **THE TOWN OF OLIVE PLANNING BOARD**, PO Box 180, West Shokan, New York 12494 (hereinafter “Town”) and **JANLORI GOLDMAN AND KATHERINE FRANKE**, (hereinafter “Purchasers”) 96 Ricci Road, Accord, New York 12404.

WHEREAS, On or about May 29, 2020, Seller purchased 64+- acres situated on Lower Sahler Mill Road, Town of Olive, County of Ulster and State of New York and proposed a major subdivision of said lands consisting of 13 lots and 13 dwellings; and

WHEREAS, Petitioners commenced an Article 78 proceeding against the Town and Seller with respect to a Negative Declaration of Significance issued by the Town concerning the proposed subdivision of lands of Seller situated on Lower Sahler Mill Road; and

WHEREAS, Purchasers and Seller have agreed that Purchasers will buy approximately 28.35 acres of Seller’s aforesaid land and the Seller has agreed to reduce the number of lots and the number of dwelling units that may be constructed on the retained portion of the lands of Seller situated on Lower Sahler Mill Road in a reconfigured subdivision; and

WHEREAS, the parties to this Agreement have reached an accord regarding settlement of the pending Article 78 proceeding and the conditions that will govern the rights of the parties with respect to the lands being retained by the Seller and the lands being conveyed to the Purchasers and they wish to memorialize said terms and conditions;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows by the parties, their members, officers, heirs, successors and assigns

as follows: Provided that the Seller obtains a final subdivision approval from the Town of Olive Planning Board and a minimum of thirty-one (31) days expires, as measured commencing upon the filing of the subdivision approval Decision within the Office of the Clerk of the Town of Olive, the following shall occur:

1. The Seller shall convey to the Purchasers or Purchasers' Assignee(s) approximately 28.35 acres of land more particularly designated as lot 8 and depicted on the revised proposed subdivision map a portion of which map is annexed hereto as Exhibit "A".
2. The Seller shall retain lots 1, 2, 3, 4, 5, 6, and 7 as more particularly designated and depicted on Exhibit "A" annexed hereto. No additional subdivision of said lots shall be permitted.
3. Subject to the limitations set forth below, a maximum of seven dwelling units¹ shall be allowed on the seven lots retained by Seller and their respective heirs, successors and assigns, with a maximum of one dwelling unit per lot.
4. In the event that the aforesaid lot 7 is sold as to the party that buys or owns lot 6, or is sold to any purchaser of lots 1-5, then Seller shall convey same with a restrictive covenant prohibiting the construction of a dwelling on said lot 7. Seller shall retain the right to convey lot 7 as a vacant lot or to construct a dwelling unit and lawful accessory structures upon lot 7 and sell the same free of the recitation which prohibits construction. However, the restriction which restricts lot 7, by way of a sale of lot 7 to any party that buys or owns lots 1-6, shall always remain in effect.
5. With respect to the lands being conveyed to Purchasers, same shall remain in a

¹ A "dwelling unit" shall have the definition set forth in the current (at the date of this Agreement) Town of Olive Code § 155-43 meaning "A building or portion thereof providing complete housekeeping facilities for one family."

condition that conserves the scenic, natural, historic and open space character of the subject lands. Specifically the restrictive covenant shall read; "There shall be no development of the lands being conveyed to the Purchasers for residential purposes or commercial purposes or other development purpose whatsoever. In addition, there shall be no cutting or removal of trees except for trees that are dead, diseased or to prevent the spread of disease and/or invasive species through Best Management Practices, nor shall any structures be built on the premises. The premises shall only be used for non-motorized recreational use such as walking, hiking, cross country skiing, bicycling, nature study, and educational activities that may involve groups of no more than 10 people ("educational gathering"). Overnight camping, party events or large (more than 10 persons) gatherings are prohibited. This restrictive covenant shall be memorialized with the Deed conveying the premises shown as Lot 8 on the Filed Subdivision Map and the Purchasers shall also execute said Deed in order to further memorialize their intent to be bound to said restrictive covenant.

6. With respect to all lands being retained by the Seller and their respective heirs, successors and assigns same shall be subject to the Residential Subdivision Declaration of Seller annexed hereto as Exhibit "B", including, without limitation, that there shall be only one (1) dwelling unit per lot, with the exception that an attached accessory apartment being no greater than 800 square feet shall be permitted on all seven (7) retained lots in accordance with applicable municipal zoning regulations, and subject to the Declaration of Negative Easement and Restrictive Covenants for Open Space Conservation Area annexed hereto as

Exhibit "C"). A detached garage is permitted to be constructed on all seven (7) lots retained, provided that no portions of said garage shall be utilized in any manner as an accessory apartment of any kind.

7. The Seller shall diligently seek Town of Olive Planning Board approval for the reconfigured subdivision map depicted on Exhibit "A" annexed hereto in which the aforesaid 28.35 acres to be conveyed to Purchasers are combined into a single parcel. All submissions to the Town of Olive Planning Board, including, but not limited to, applications, subdivision plats, and correspondence shall copy Purchaser and Petitioner; Olive Neighbors Association.
8. Petitioners, Seller, and the Town have requested that Hon. James Gilpatric, Justice of the Supreme Court grant a ninety (90) day adjournment of the return date of the Article 78 proceeding to allow the Town time to approve the revised subdivision map and to have said decision approving the revised subdivision filed with the Town Clerk of the Town of Olive and for said revised subdivision map to be filed with the Ulster County Clerk's Office and for the closing of title of the aforesaid 28.35 to be conveyed to Purchasers. Simultaneously with the closing of title, the Petitioner shall promptly discontinue the Article 78 proceeding, with prejudice and, without costs to any party of this Agreement. Said discontinuance shall be memorialized within a written Consent to Discontinuance, as filed in the Supreme Court aforesaid, together with a copy of this Settlement Agreement annexed, for "So Ordered" signature and date by the Hon. James Gilpatric, JSC, or such other Justice of the Supreme Court as may be assigned to the Article 78 proceeding. In the event that the Town has not granted approval of the revised subdivision by

December 30, 2021, Petitioner, Seller, and the Town shall request a further adjournment of the return date until May 31, 2022. Unless the parties and court agree to further extensions in writing, if said subdivision has not been approved and said decision filed and the subdivision maps filed and the closing of title occurred at least ten (10) days prior to May 31, 2022, or such lesser return date set by the Court, said proceedings shall no longer be held in abeyance and Seller and Town shall file their Answers in accordance with the duly ordered CPLR deadlines.

9. Pending subdivision approval and closing of title of the aforesaid 28.35 to be conveyed to Purchasers, Seller shall make no alterations, including, but not limited to, tree or vegetation removal, storage of any kind, grading, well drilling, road or driveway creation, to proposed Lot 8.
10. The Seller, its assignees, purchasers of the lands retained by Seller, Petitioners, and Amy Kallal and Gregory Keyes , Mary Elizabeth Peters and Daniel Dagen , Donna Lawrence and other owners of real property within 1200 feet of any portion of the lands to be conveyed to the Purchasers and their respective heirs, successors and assigns shall have rights of enforcement with respect to the restrictions imposed upon the entirety of the lands to be conveyed to the Purchasers that shall be deemed an easement appurtenant.
11. The Purchasers, their assignees, and Petitioners, and Amy Kallal and Gregory Keyes , Mary Elizabeth Peters and Daniel Dagen , Donna Lawrence and other owners of real property within 1200 feet of any portion of the lands being retained by Seller and their respective heirs, successors and assigns, shall have rights of enforcement with respect to the restrictions imposed by this Agreement (inclusive

of the restrictions identified on Exhibits "B" and "C" annexed) with respect to any portion of the lands retained by the Seller (including each and every lot that is ultimately created through subdivision or otherwise out of those retained lands). Said rights of enforcement shall run with the lands and shall be deemed easements appurtenant to the lands of Purchasers, Amy Kallal and Gregory Keyes (a/k/a Tax Map # 60.2-3-4.210), Mary Elizabeth Peters and Daniel Dagen (a/k/a Tax Map # 60.2-3-4.220), Donna Lawrence (a/k/a Tax Map # 60.2-3-4.230), and appurtenant to the lands of other owners of real property within 1,200 feet of any portion of the lands being retained by Seller and their respective heirs, successors and assigns.

12. In the event of any violation of this Agreement with respect to the lands retained, by Seller and their respective heirs, successors and assigns, Seller waives any claim or defense of "vested rights". That is, Seller for itself, its members, successors and assigns, waive the right to assert by way of a claim or defense in any legal proceeding that the time, money, and/or effort expended/invested by Seller should preclude the relief sought by those seeking to enforce the rights set forth herein with respect to an alleged violation of the terms and conditions of this Agreement. Such waiver is hereby memorialized within this Agreement and shall be made within a "So Ordered" Determination by a Justice of the Ulster County Supreme Court and filed as an Exhibit thereto within the Civil Court Case Index of Ulster County.
13. All prior understandings and agreements between the parties are incorporated herein. This Agreement has been entered into after full investigation with each party of this Agreement having had an opportunity to consult with independent

legal counsel and no party of this Agreement is relying upon any statement made by anyone except as set forth in this Agreement.

14. This Agreement may not be changed or canceled except in writing.
15. This Agreement shall apply to and bind the parties, their heirs, executors, administrators, successors, and assigns.
16. In the event any party to this Agreement files an action or proceeding alleging a violation of the terms of this Agreement against another party to this Agreement, the prevailing party as determined by a non-appealable judgment of a court of competent jurisdiction, shall be entitled to and the other party shall pay the prevailing party reasonable attorney's fees, costs and disbursements incurred in order to enforce the terms of this Agreement. Such terms are hereby memorialized within this Agreement and shall be made within a "So Ordered" Determination by a Justice of the Ulster County Supreme Court and filed as an Exhibit thereto within the Civil Court Case Index of Ulster County.
17. Any action or proceeding to enforce the terms of the agreement or to adjudicate a dispute, claim or controversy hereunder, shall be brought in the Supreme Court of the State of New York, Ulster County.
18. This Agreement and any and all disputes, claims or controversies, directly or indirectly, arising out of, or relating to this agreement, shall be interpreted, applied and enforced exclusively in accordance with substantive and procedural law of the State of New York, now in effect or hereafter enacted.
19. This Agreement may be executed in multiple counterpart copies, each of which may be executed by only one of the parties hereto, but each of which, when taken

together, shall constitute a single agreement binding upon the parties hereto. Any signature delivered by a party of this Agreement by electronic transmission shall be deemed to be an original signature hereto.

20. In the event that legal proceedings of any kind challenging the 8 lot subdivision are commenced against the Subdivision Applicant (Seller) and/or the Town of Olive by any person and/or entity, other than: a) any legal proceeding by which the Seller commences an action against the Town or other governmental agency or the Town or other governmental agency commences any legal proceeding against the Seller; b) a legal proceeding by any person or entity to whom the seller agreed to sell any one or more lots within the 13 lot subdivision or the 8 lot subdivision relating to such sale or pertaining to said lot or subdivisions, whether for breach of contract or otherwise; c) any legal proceeding commenced by any person employed by Seller, a member of Seller, any person related to any one or more members of Seller or any entity related to Seller; or d) a proceeding by any of the parties of the Agreement to enforce this Agreement, the Seller and Purchaser shall be permitted to unilaterally terminate this Agreement and the Contract of sale and the original thirteen (13) lot subdivision shall be capable of being pursued by the Seller by way of reconstituted and modified subdivision as originally conceived. Upon issuance of notice of such termination, the CPLR Article 78 Proceeding shall no longer be held in abeyance and Seller and Town shall file their Answers within thirty (30) days of written notice of such termination. The Seller and Town shall file their Answers in the CPLR Article 78 Proceeding which challenged the Negative Declaration of Environmental Significance for the 13 lot subdivision within a thirty

(30) day deadline. Upon either party terminating this Agreement as set forth above, the escrow agent upon receipt of written notice of said termination from either party, is authorized and directed to promptly return the down payment to the Purchaser or Purchaser's designee without further permission of the parties to this Agreement.

21. If any party to this Agreement or their officers or members acquires ownership of the lands now or formerly owned by "DeGondea" situated on Lower Sahler Mill Road and bearing SBL # 60.2-3-12 which parcel is more particularly depicted with cross hatching on Exhibit 2 annexed, the undersigned covenant that no dwelling, structure or man-made improvements shall be built or placed on said parcel of land.

OLIVE NEIGHBORS ASSOCIATION

BY: AMY KALLAL, ITS PRESIDENT

DONNA LAWRENCE

SAHLER MILL FARM LLC



BY: GEORGE SIFRE

JANLORI GOLDMAN

KATHERINE FRANKE

TOWN OF OLIVE PLANNING BOARD

BY:

STATE OF NEW YORK)
COUNTY OF ULSTER) ss:

On _____, 2021 before me, the undersigned, a notary public in and for said State, personally appeared **AMY KALLAL**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (s)he/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ULSTER) ss:

On _____, 2021 before me, the undersigned, a notary public in and for said State, personally appeared **DONNA LAWRENCE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (s)he/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ULSTER) ss:

On OCTOBER 21, 2021 before me, the undersigned, a notary public in and for said State, personally appeared **GEORGE SIFRE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (s)he/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

MICHAEL MORIELLO
Notary Public, State of New York
Resident In And For Ulster County
Commission Expires December 28, 2022

STATE OF NEW YORK)
COUNTY OF ULSTER) ss:

On _____, 2021 before me, the undersigned, a notary public in and for said State, personally appeared **JANLORI GOLDMAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (s)he/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ULSTER) ss:

On _____, 2021 before me, the undersigned, a notary public in and for said State, personally appeared **KATHERINE FRANKE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (s)he/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ULSTER) ss:

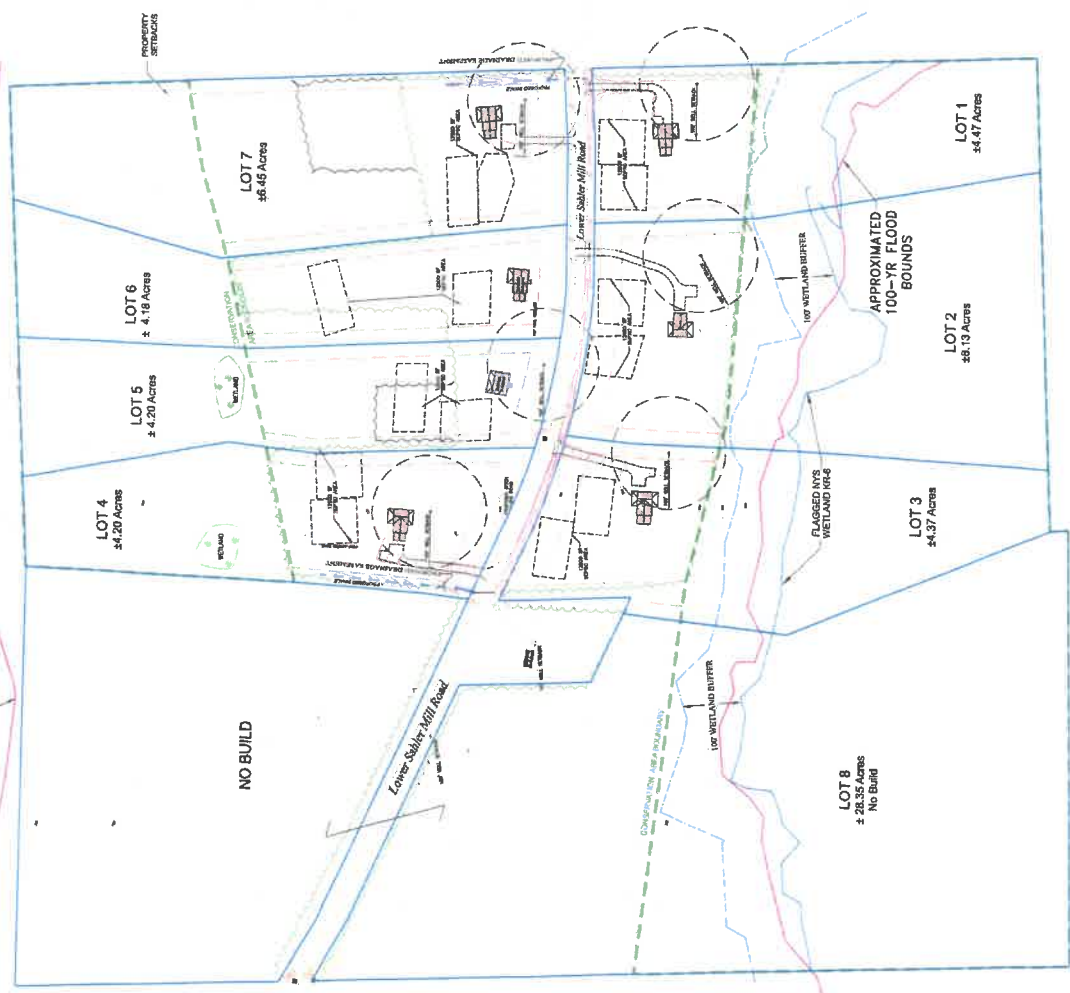
On _____, 2021 before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (s)he/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

APPROXIMATED
100-YR FLOOD
BOUNDS

ROCHESTER CREEK



ZONING REQUIREMENTS

FOR TOWN OF CANTON ZONE R-100A

REQUIRED	MINIMUM LOT AREA
1 ACRE	MINIMUM LOT DEPTH
100 FT	MINIMUM YARD SETBACKS
50 FT	FRONT
25 FT	SIDE
35 FT	REAR
15 %	MAXIMUM BUILDING HEIGHT
	MAXIMUM LOT COVERAGE

MAP REVISION DATES

DATE	REVISION
May 2, 2021	Northtown to per DP submission
May 2, 2021	Revised map information on Lots 16, 17, 18 & 19
May 2, 2021	Revised map information on Lots 16, 17, 18 & 19
August 11, 2021	Completed New 24 and New 3 roads

SITE MAP FOR SAHLER MILL FARM LLC SUBDIVISION

SITUAITE-9 LOWER SAHLER MILL RD.
TOWN OF CANTON
WALTER COUNTY, NEW YORK
JANUARY 25, 2021

Scale: 1" = 100'

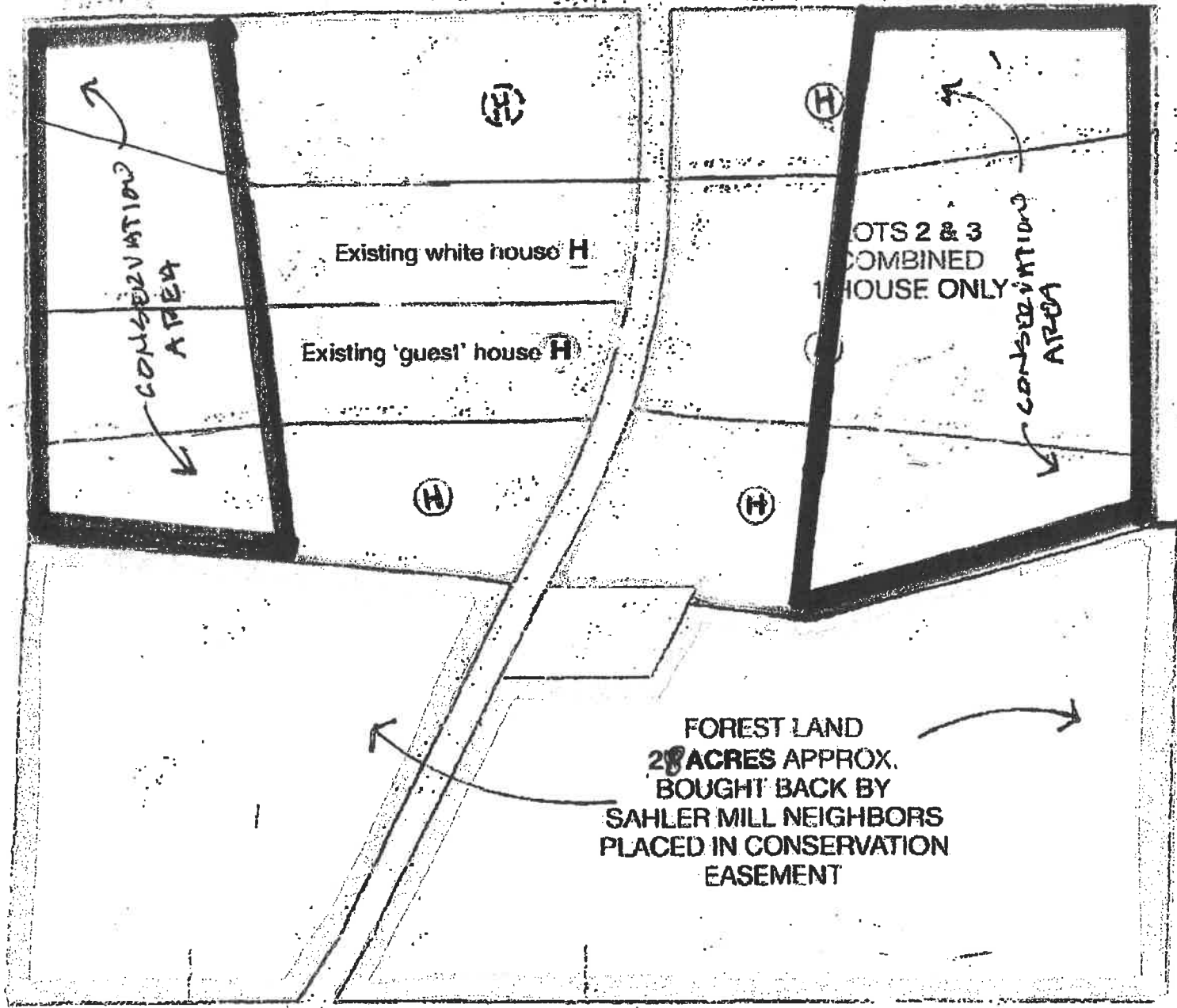
MEDENBACH & EGGERS
CIVIL ENGINEERS & ARCHITECTS, P.C.
1000 BROADWAY, SUITE 1000
NEW YORK, NY 10018

DATE: 1/25/21

Dig Safely
New York
CALL 811

City of Rochester, submitted this plan in a violation of state
2020, Section 24(1)(b), Education Law.

EXHIBIT B



LEGEND

H = EXISTING HOUSE (H) = POSSIBLE HOUSE OR OPEN LOT

(O) = NEW HOUSE

PROPOSED EXTENT OF SEAKILL PROPERTY

PROPOSED NEW FOREST CONSERVATION EASEMENT



DEEDED CONSERVATION AREAS

EXHIBIT C

RESIDENTIAL SUBDIVISION DECLARATION:
SAHLER MILL FARM, LLC

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS (the "Declaration") made this ___ day of _____, 2021 by Sahler Mill Farm, LLC, a New York State Limited Liability Company with offices situate at 46 North Chestnut Street, New Paltz, New York, 12561, hereinafter referred to as the "Developer".

W I T N E S S E T H :

WHEREAS, the Developer is the owner of certain lots of land situate in the Town of Olive, County of Ulster and State of New York, which said lots of land are more particularly bounded and described as follows:

ALL THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND, situate, lying and being in the Town of Olive, County of Ulster and State of New York, and known and designated as Lot Numbers 1 through 8, inclusive, as shown on a certain map entitled "Subdivision of Sahler Mill Farm, LLC", made by Medenbach & Eggers, PC, which was filed in the Ulster County Clerk's Office on the ___ day of _____, 2021 as Map Number _____, reference to which is hereby made for a more complete description; and

WHEREAS, the Developer, or its successors in interest, has established a general plan for the improvement and development of such lots and does hereby establish the covenants, conditions, easements, reservations, restrictions and servitudes upon which and subject to which all of the above described lots and portions thereof shall be improved or sold and conveyed by them as owners thereof, except as hereinafter specifically

provided. Each and every one of such covenants, conditions, easements, reservations, restrictions and servitudes and all of them, are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision and shall bind the respective successors in interest of the present owners thereof. These covenants, conditions, easements, reservations, restrictions and servitudes are imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof. The following described covenants, conditions, easements, reservations, restrictions and servitudes shall be applicable to Lots Number 1 through 7, inclusive (the "Lots", individually identified as "Lot"), such Lots more particularly depicted on the subdivision map attached as Exhibit A.

WHEREAS, the Developer is desirous of imposing certain covenants on the Lots for the purpose of maintaining the views, character of the area, and which protects the rural, natural, open space, scenic and cultural values of the Lots;

NOW, THEREFORE, Sahler Mill Farm, LLC, for itself and its heirs, successors and/or assigns covenant as follows:

1. RESIDENTIAL PURPOSES ONLY: (a) As more particularly set forth below, the Lots subject to this Declaration shall be used for residential purposes only and such purposes incidental and accessory thereto; provided, however, that prior to transfer of title by the Developer to all homes and associated real property, the Developer and/or the Sales Agent

may use one or more lots or homes or other portions of the property for a model home, office and/or a construction office. This shall not preclude an owner or occupant from maintaining a lawful customary home occupation office within his or her home, providing signs larger than 12" x 18" indicating the existence of such office are placed in any window of such home or anywhere on the exterior of the home or on the Lot. (b) No commercial building may be erected on any Lot. (c) All homes, garages and related appurtenances shall be approved, in writing, by Sahler Mill Farm, LLC for design compliance, materials and home replacement before a building permit can be issued. (d) All homes will have natural or cement type exterior siding. No vinyl, aluminum or other low grade materials may be used on the exterior siding of the homes.

2. Subject to the limitations set forth below, a maximum of seven dwelling units¹ shall be allowed on the seven Lots retained by Developer and their respective heirs, successors and assigns, with a maximum of one dwelling unit per Lot.

3. In the event that Lot 7 is sold to the party or a person or entity affiliated with such party and/or the party's heirs or successors that buys or owns Lot 6, or is sold to any purchaser of Lots 1-5, then Developer shall convey same with a restrictive covenant prohibiting the construction of a

¹A "dwelling unit" shall have the definition set forth in the current (at the date of this Agreement) Town of Olive Code § 155-43 meaning "A building or portion thereof providing complete housekeeping facilities for one family."

dwelling on said Lot 7. Developer shall retain the right to convey Lot 7 as a vacant lot or to construct a dwelling unit and lawful accessory structures upon Lot 7 and sell the same free of the recitation which prohibits construction. However, the restriction which restricts Lot 7, by way of a sale of Lot 7 to any party that buys or owns Lots 1-6, shall always remain in effect.

4. With respect to Lots 1-7 there shall be only one (1) dwelling unit per Lot, with the exception that an attached accessory apartment being no greater than 800 square feet shall be permitted on all seven (7) retained Lots in accordance with applicable municipal zoning regulations, and subject to the Declaration of Negative Easement and Restrictive Covenants for Open Space Conservation Area annexed hereto as Exhibit "B". A detached garage is permitted to be constructed on all seven (7) Lots retained, provided that no portions of said garage shall be utilized in any manner as an accessory apartment of any kind.

5. SUBDIVISION: Notwithstanding the Zoning and Subdivision Laws of the Town of Olive, no Lot may be divided, sub-divided or reduced in size or have its boundaries changed from the dimensions shown on Sahler Mill Farm, LLC Filed Subdivision Map referenced herein. This restriction shall not prohibit any Lot owner from adjusting said boundary line for encroachments and/or other Lot Line Revision purposes. No Lot may be used to provide access to another piece of land not within the lands of Sahler Mill Farm, LLC.

6. TELEVISION AND RADIO ANTENNAS: No outside television or radio antenna for any transmission or receiving purposes shall be erected upon any home or Lot or other portion of the property.

7. SATELLITE DISHES: No satellite dish of any type shall be installed so it is visible from any public highway. All satellite dishes shall be restricted to not more than 25" in diameter.

8. MECHANICAL INSTALLATIONS: No machinery, refrigeration or heating devices, other than those originally provided with the home, or similar replacements of same shall be installed or operated in or about any home. This provision does not apply to a ground mounted exterior air conditioner condenser unit.

9. ANIMALS: No portion of any Lot shall be used for the harboring, grazing, pasturing, boarding, raising and breeding of animals on a commercial basis. No kennels or other associated uses can be maintained on these Lots. Domestic animals such as cats and dogs may be kept by Lot owners.

10. PARKING: (a) VEHICLES/TRAILERS: Recreational vehicles and trailers, including but not limited to, boats, all-terrain vehicles, motorcycles, snowmobiles, or other such vehicles shall not be permitted on a Lot, unless stored in a garage or storage shed. Motor homes shall not be permitted on any Lot or driveway unless on a temporary basis and for not more than three (3) consecutive days. (b) OVERSIZED, COMMERCIAL AND/OR UNLICENSED VEHICLES: Unless used in connection with the construction or sale of homes by the Developer, or maintenance of the property,

oversized, commercial and/or unlicensed vehicles shall not be permitted to remain for more than three (3) consecutive nights on any Lot in the subdivision unless garaged. This does not apply to commercially licensed pick-up trucks. (c) MOBILE HOMES: No mobile homes, whether temporary or permanent trailers or other moveable type homes, including prefabricated homes, shall be placed on any portion of the property.

11. USE OF THE PROPERTY: (a) ADVERTISING AND SIGNS: No sign or any character shall be displayed or permitted upon any part of a Lot, except for a sign bearing the name of the owners, in a size not to exceed five (5) square feet, and signs erected by or with the permission of the Developer in connection with the initial marketing and construction of homes. There shall be permitted one (1) sign upon the premises advertising the same for rent or sale. This sign shall not exceed the size of five (5) square feet. (b) PROTECTIVE SCREENING AND FENCES: Any screen planting, fence enclosure or walls initially planted, installed or erected on the property or Lots shall not be removed or replaced by any owner [other than the Developer on Developer's Lot(s)]. No fence shall be constructed or maintained on or between the front of the dwelling and the street line of any Lot, except wood split rail, white board and stonewall fencing may be installed on a Lot. Any fence constructed in the rear or side of any Lot shall not exceed five (5) feet in height and any fence constructed in the front yard shall not exceed (4) feet and conform to all Town of Olive Regulations. (c) OUTDOOR STORAGE: Temporary or permanent

storage of any materials or items shall be inside the primary structure or inside an approved storage shed. This includes, but is not limited to garden equipment, building materials, trash containers, automobiles, parts, furniture, animal cages, propane tanks, signs and like articles. An outbuilding not exceeding 800 sq. ft. may be installed in the rear yard, provided such building is of the same construction and color scheme as the home and conforms to all Town of Olive Regulations.

(d) OUTDOOR REPAIR WORK: No extensive work on any motor vehicles, boats, trailers or other equipment of any kind shall be permitted on the Property.

(e) REFUSE DISPOSAL: Except for building materials being used during the course of construction or repair of any approved improvement, or by the Developer during the construction of the Homes, no lumber, metals, bulk materials, refuse or other waste material shall be kept, stored or allowed to accumulate outside the home or its garage or on any portion of the property. No Lot shall be used for the storage of abandoned, disabled or junked automobiles, trucks, motor homes, heavy equipment or other motorized vehicles. No Lot shall be used or maintained as a dumping ground for garbage, rubbish, trash, or other wastes except in proper garbage or rubbish receptacle. Garbage receptacles shall be so located and landscaped as not to be visible from off premises except for the time of collection.

(f) FLAMMABLE SUBSTANCES: No flammable substances or articles deemed hazardous to life, limb or property shall be stored or

permitted to be stored anywhere on the property, in any home, garage or on any Lot. (g) NUISANCE: No property owner will do or permit to be done any act upon his property, which may be, or is, or may become, or shall destroy the quiet enjoyment of any Lot, other property owners, or residence. It shall be the responsibility of the Lot owners to prevent the development of any unclean, unsightly, littered or otherwise un-kept conditions of buildings or grounds of such Lot, which would tend to decrease the attractiveness of the subdivision as a whole, or any specific Lot. (h) SWIMMING POOLS OR SPA TUBS: Outdoor Swimming pools may be allowed on the side or in the rear of an owner's Lot. Outdoor spa tubs may be allowed if located along the rear property in close proximity to the house structure. All installations must conform with all Town of Olive Regulations. (i) HUNTING: Hunting, via rifle, shotgun, bow/arrow and all other hunting methods, is prohibited on all of the Lots.

8. APPROVAL OF DESIGN: For the purpose of further insuring the development of the aforesaid Lots as an area of high standards, the Developer reserves the power to review and reasonably approve the nature and type of construction, design, shape, exterior treatment and finish of all buildings and other structures and improvements placed on each Lot.

Whether or not provision therefor is specifically stated in any conveyance of a Lot made by the Developer, the owner and occupant of each and every Lot, by acceptance of title thereto

or by taking possession thereof, covenants and agrees that no buildings or other structures shall be placed on any Lot unless and until the plans and specifications relating to the type of construction, design, shape, color, exterior treatment and finish have been approved in writing by the Developer. Each such building and structure shall be placed on said Lot only in accordance with the plans and specifications so approved.

Refusal of approval of the design, shape, exterior treatment and/or finish of a proposed building or structure may be based on any reasonable ground, including purely aesthetic grounds which, in the sole discretion of the Developer, shall deem sufficient.

If the Developer is no longer a legal entity, or if after bona fide and diligent efforts the Developer cannot be found, or if the Developer shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request therefor, then such approval shall not be required; provided no building or other structure shall be erected which violates any of the other covenants herein contained.

9. PROTECTION: The Developer reserves for itself, its successors and assigns, easements over and upon portions of Lots 1, 2, 3, 4, 5, 6, 7 and 8 for the purpose of continuing the existing unobstructed drainage of surface waters from and across the subdivision, and for the laying, maintaining and operation of such drainage facilities as ditches, swales, culverts and conduits required to facilitate such drainage. Said easements

shall be as indicated and shown on the filed subdivision plat or map. Each owner shall have an affirmative obligation and duty to keep and maintain such portion of the drainage line and facilities located on his Lot free and clear of any obstructions and open to the free flow of surface waters, which obligation may be enforced by any lot owners affected thereby and/or by the Town of Olive. Concomitant and co- extensive with this right to drain surface water and to maintain such drainage facilities is the further right in the Developer, its successors and assigns, including the Town of Olive, of ingress and egress over and upon the lands subject to said easements to effect the purposes above described, enforce the Stormwater Pollution Prevention Plan and to clean, maintain, repair and replace such facilities.

10. DRAINAGE: In order to protect the existing drainage channels and the existing water quality; to prevent and minimize increased turbidity and the erosion of channels and adjoining lands; to protect and facilitate the drainage of surface waters and to minimize the danger to buildings and structures, no Lot owner shall erect, construct or maintain any dam, obstruction, building or sewage disposal system within the bounds of the buffer zones, drainage swales, and Conservation Areas as depicted on the filed subdivision map or plat; nor shall any Lot owner excavate, dredge or deposit fill or other material within such buffer zone, nor permit anyone else to do the same.

11. STORMWATER MANAGEMENT BASINS: The fee owners of Lot _____ and Lot _____ shall have the perpetual obligation to maintain the stormwater management basins which are situate upon their respective Lots following the installation thereof by the Declarant pursuant to all Filed Subdivision Maps, Plans and Details within the Offices of the Ulster County Clerk.

In association with the foregoing maintenance by the respective Lot owners, the following recitals shall govern the responsibilities of the fee owners of Lot _____ and Lot _____ [hereinafter the "Lot Owners"] with respect to said stormwater management basins.

a.) Said Lot Owners shall be bound by all of the maintenance provisions depicted in the approved project plans and described in the Stormwater Pollution Prevention Plan (SWPPP) which are on file with the Municipality's Stormwater Management Officer and where the operation and maintenance requirements are clearly set forth. The Lot Owners aforesaid shall remain solely responsible for operation and maintenance in perpetuity and the Town of Olive assumes no operation, maintenance, control or responsibility with respect thereto.

b.) Said Lot Owners shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the stormwater management basins, as necessary to ensure optimum performance of the measures and in

accordance with the approved design specifications. The stormwater control measures are identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality and shall be in accord with all present and future regulatory requirements.

c.) The Declarant thereunder shall be responsible for all expenses related to the lawful installation of the stormwater control measures for the stormwater management basins and pursuant to the SWPPP, approved design specifications and all Filed Maps, Plans and Details. The issuance of a Certificate of Occupancy for each of the Lots governed under the stormwater recitals herein shall not occur until the lawful installation of all stormwater control measures occurs.

d.) The Lot Owners shall provide for the periodic inspection of the stormwater control measures, not less than once every 2 years by the Town of Olive, in order to determine the condition and integrity of the measures. The Lot Owners shall undertake necessary maintenance, repairs and replacement of the stormwater control measures pursuant to the SWPPP or at the direction of the Town of Olive. The Town of Olive shall have the right, but not the Obligation, to conduct the periodic inspections.

e.) The Lot Owners shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation

of the stormwater control measures except in accordance with written and recorded approval of the Town of Olive. The obligations of the Lot Owners shall toll in the event of a completion of any establishment of a future drainage district of the Town of Olive and the acceptance of the dedication of the stormwater control measures by the Town of Olive.

Notwithstanding the foregoing, the Town of Olive shall have no obligation to establish any such drainage district.

f.) If ever the Town of Olive determines that either Lot Owner has failed to maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Town of Olive, the Town of Olive is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and is hereby authorized by the respective Lot Owner to assess the expenses thereof as a lien against the property to be collected in the same fashion as other municipal taxes. In lieu thereof, the violating Lot Owner shall reimburse the Town of Olive for all actual costs and expenses, incurred in enforcing this Agreement and curing a violation. The Lot Owners hereby aforesaid retain all rights at law to contest the determination of the municipality.

g.) The Declarant and the Lot Owners hereby grants to the Town of Olive, its authorized agents, contractors and employees,

a permanent, non-exclusive easement which runs with the land to enter upon the two respective Lots at reasonable times to inspect the stormwater control measures whenever the Town deems necessary to ensure that the Stormwater Management basins are maintained in proper working condition to meet design standards, and to undertake such steps as the Town of Olive deems reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures. The Declarant and Lot Owners hereby release and shall hold the Town of Olive harmless from any damages as a result of such entry and work.

12. DISCLAIMER: All owners shall have the right to enforce the covenants, conditions, easements, reservations, restrictions and servitudes. However, no delay or omission on the part of the owners of Lots in the subdivision in exercising any rights, powers or remedies herein provided to be exercised in the event of any breach of the covenants, conditions, easements, reservations, restrictions or servitudes herein contained shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue, nor shall any action be brought or maintained by any person whatsoever, against the Developer or on account of the Developer's failure to bring any action in connection with the breach of these covenants, reservations, conditions, easements, restrictions or servitudes. The Developer assumes and accepts no responsibility

or liability for the enforcement of any of the above covenants, conditions, easements, reservations, restrictions and servitudes.

13. LEGAL EFFECT: In the event that any one or more of the foregoing covenants, conditions, easements, reservations, restrictions or servitudes shall be declared, for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not, in any manner whatsoever, affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations, restrictions and servitudes not so declared to be void; and all of the remaining covenants, conditions, easements, reservations, restrictions and servitudes not so expressly held to be void shall continue unimpaired and in full force and effect.

14. PERPETUITY: All of the above covenants, restrictions, reservations, easements, conditions and servitudes set forth herein shall touch, concern and run with the land; and each grantee of a Lot in the subdivision, by acceptance of the deed thereto, accepts the same subject to the covenants, restrictions, reservations, easements, conditions and servitudes, and agrees, for himself and herself and their collective heirs, distributees, administrators and assigns, to be bound by each of the said covenants, restrictions, reservations, and servitudes jointly, separately and severally.

15. NON EFFECT: None of the above covenants, conditions, easements, restrictions, reservations and servitudes shall restrict or affect any other or remaining lands or interests in lands now owned or hereafter acquired by the Developer.

16. This Declaration shall run with the land and shall be binding upon all owners and future owners of the Lots, and shall be binding upon the Developer hereto, its heirs, successors and assigns.

17. This Declaration provides that Developer and all future owners of the Lots, and their heirs, successors and assigns, consent to enforcement of this Declaration against the Lots by Janlori Goldman and Katherine Franke, 96 Ricci Road, Accord, New York 12404, Amy Kallal and Gregory Keyes (a/k/a Tax Map # 60.2-3-4.210), Mary Elizabeth Peters and Daniel Dagen (a/k/a Tax Map # 60.2-3-4.220), Donna Lawrence (a/k/a Tax Map # 60.2-3-4.230), any other owners of real property within 1200 feet of any portion of any one of the Lots, and the Olive Neighbors Association (collectively, "Neighbors") and the Neighbors' heirs, successors and assign.

18. This Declaration shall be filed in the Office of the Clerk of Ulster County.

19. Any deed of conveyance of the Lots, or any portion thereof, shall recite that said conveyance is subject to this Declaration.

20. If a court of competent jurisdiction determines that a violation has occurred hereunder, the prevailing party shall be reimbursed by the violating party for all reasonable fees and costs, including without limitation, all reasonable attorney, expert and consultant fees, and any fees and costs of restoration, remediation or other damage correction necessitated by any such action.

21. GENERAL: (a) HEADINGS AND CAPTIONS: The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretation of the content hereof. (b) INVALIDITY OF DECLARAITON: The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof. (c) GENDER: The use of the masculine gender herein shall be deemed to include the masculine, feminine or neuter, and the use of the singular shall be deemed to include the plural, whenever the context so requires. (d) RIGHT RESERVED TO IMPOSE ADDITIONAL COVENANTS: The Developer reserves the right to record additional protective covenants and restrictions affecting the Property prior to the conveyance of any lands encumbered by this Declaration. This reserved right shall not include Developer's ability to change, alter, eliminate or abrogate the rights granted to the Town of Olive within this Declaration.

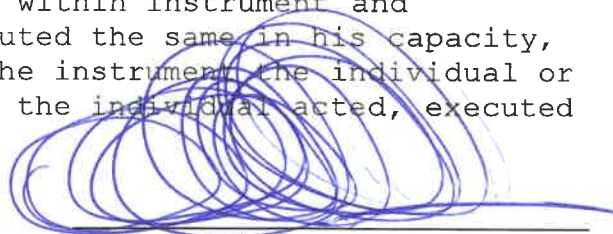
IN WITNESS WHEREFORE, the undersigned, being the Owner of
real property subject to this Declaration, has executed
this Instrument the day and year above first written.

A handwritten signature in black ink, appearing to read "George Syfre", is written over a horizontal line. The signature is somewhat stylized and scribbled.

GEORGE SYFRE, Member

STATE OF NEW YORK
COUNTY OF ULSTER

On the 21st day of OCTOBER, 2021, before me, the undersigned, a notary public in and for said state, personally appeared George Sifre, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the individual or the person upon behalf of which the individual acted, executed the agreement.



Notary Public

MICHAEL MORIELLO
Notary Public, State of New York
Resident In And For Ulster County
Commission Expires December 28, 2022

RECORD & RETURN:
RISELEY & MORIELLO, PLLC
MICHAEL A. MORIELLO, ESQ.
111 Green Street
PO Box 4465
Kingston, New York 12402