

ARTICLE IX

GENERAL COVENANTS AND RESTRICTIONS

Use of Westfall Village POA and/or Water Co. Properties

Intent: It is the intent of the sponsor and developer of Westfall Village to limit access to POA and Water Company Lands, to preserve and protect: the aquifer that provides drinking water to the POA; and to protect the water quality and the natural ecosystems of the pond and the wetlands, and to protect and enhance the community character; and to prevent the negative consequences caused by overuse or abuse including;

1. Disrupting the environmental balance of effected areas, which are intended as sanctuary for wild animals and plants in their natural habitat.
2. Disrupting the quite enjoyment of the neighboring residences and businesses.
3. Maintaining the land, the pond and the wetlands in a natural condition for this and future generations.

Section 9.01. General.

1. Hunting is not allowed on POA property. If the POA Board determines that nuisance wildlife is a problem, the Board is authorized to take action to limit the offending condition. For the purpose of these Rules Canadian geese shall be considered a nuisance, and shall be expelled from the Property, by all legal means.
2. The removal or harvest of any vegetation is not allowed, and shall be carried out only with the approval of the POA Board, including the removal of dead or unsightly trees shrubs or other vegetation.
3. The introduction of animals or fowl of any kind is prohibited.
4. Littering is strictly prohibited and may result in the loss of the privilege of the use of the common property.
5. No motorized vehicles of any kind shall be used or parked on the POA property, including walking trails and water company property, except for approved maintenance of the grounds, and utilities by the POA or its designee.

Section 9.02. The Homes.

- (1) The tax parcel shall remain one single parcel and shall not be subdivided beyond the plan

implemented by the Sponsor.

(2) Residential Purposes Only. Except as otherwise provided in this Declaration and the By-Laws of the Association as may be adopted and be supplemented, extended or amended from time to time, the Homes shall be used only for residential purposes and purposes incidental and accessory thereto. This shall not prohibit an Owner or occupant from maintaining an office within the Home, providing no extraordinary traffic results, there are no alterations or modifications to the exterior of the Building and/or Home and no signs or other evidence of such office are displayed in any window, on the exterior of any Building and/or Home, garage, the Lot or elsewhere on the Property.

(3) Television and Radio Antennas. No outside television or radio satellite dish or antenna for any transmission or receiving purposes shall be erected upon any Building and/or Home or other portion of the Property, with the exception of a Direct Satellite System dish, no more than fifteen-inches (15") in diameter with written consent by the Board prior to installation.

(4) Property Owners' assume full responsibility for the maintenance and repair of the structures sanitary sewer service lateral, grinder pump if applicable and related hardware. The Town of Sand Lake assumes no liability for the before mentioned.

Section 9.03. Pets.

(1) No poultry, fowl, livestock or animals (except household pets) shall be kept on the premises.

(2) Pet waste such as feces, placed on any areas not part of the owner's property, shall be promptly removed by the person(s) responsible for the pet.

(3) All pets shall be subject to the municipal laws and no unleashed pets shall be permitted to roam on any portion of the Association Property. Harboring of pets for breeding purposes is prohibited.

Section 9.04. Parking.

(1) Recreational Vehicles. No recreational vehicles, including, but not limited to, all terrain vehicles, motor bikes, motorcycles, minibikes, snowmobiles, boats, boat trailers, campers or other such vehicles shall be permitted on the premises at any time for any reason, other than to be transported to and from the garage of the Building and/or Home occupied by the owner of such vehicles. Any such vehicles brought onto the Property must be parked within the garage.

(2) Competition vehicles shall not be repaired, or have their engines idled or revved, or be

operated on the Property or allowed on any premises unless such vehicles are stored out of view. "Stored out of view" shall mean that the vehicle is stored in a covered garage, with walls, so that the car is not visible from the street or other property within the POA.

(3) Oversized, Commercial and/or Unlicensed Vehicles. Unless used in connection with the construction or sale of Homes by the Sponsor, or maintenance of the Property, oversized, commercial and/or unlicensed vehicles shall not be permitted to remain overnight on the Property, unless garaged.

(4) Unauthorized Parking. Vehicles parked in unauthorized areas or in any manner impeding or preventing ready access to the Property shall be towed from the premises at the expense of the respective owner of such vehicle so parked. The Board, Managing Agent or authorized employee of either, may order such removal on behalf of the Board after giving reasonable notice to the owner of the vehicle to remove such unauthorized parked vehicle, if such owner is known, and shall not be liable for any costs, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith. Notice is not required prior to removing a vehicle blocking the roadway or impeding access by emergency vehicles.

(5) Roadway Parking. Parking on the roadways will be in accordance with the Town of Sand Lake street parking regulations.

Section 9.05. Use of the Property.

(1) Advertising and Signs. Except for signs erected by or with the permission of the Sponsor in connection with the development, sale or lease of Homes, no additional sign or other advertising device of any nature shall be placed for display to the public view on any Building and/or Home or in any window of such Building and/or Home, garage, Lot or other portion of the Property (including temporary signs advertising Homes for sale or rent) except with the consent of the Board, in which event the approved signs shall not be greater than 12" x 15." Any such signs may be removed by the Board, or the managing agent at the direction of the Board, if after written notice to the Owner, such signs are not removed. Written notice shall give the Owner forty-eight (48) hours to remove the signs before the Board takes action.

(2) Protective Screening and Fences. Any screen planting, fence enclosure or walls initially planted, installed or erected by the Sponsor shall not be removed or replaced by any Owner (other than the Sponsor) except with prior written permission of the Board. The Owner shall submit a plan for such to the Board in accordance with Article VII of this Declaration.

(3) Except for the foregoing, no fence, wall or screen planting of any kind shall be planted, installed or erected upon any portion of the Property or a Home without prior written permission of the Board. Notwithstanding the foregoing, no wall or screen planting shall

be maintained so as to obstruct sight lines for vehicular traffic.

(4) Trees and Other Natural Fences. After the transfer by the Sponsor of title to a Building and/or Home or other portion of the Property, no trees six inches (6") or more in diameter at a height of four feet (4') from ground level shall be removed from any portion of the Property, except with the prior written consent of the Board.

(5) Grassed and Shrubbed Areas of Lots.

a. Grassed areas shall be mowed and maintained, watered and reseeded as may be required from time to time and shrubbery and trees pruned consistent with good landscaping maintenance.

b. In the town home section of the association along Averill Drive the Association shall be responsible for hiring a single landscape contractor to mow and maintain the lawns and shrubs. Mowing by town home owners is prohibited, and all landscaping and exterior work in the town home section shall be done by the landscape contractor hired by the Association.

(6) Outdoor Storage. No storage of personal property shall be permitted outside the Building and/or Home, on the patio or elsewhere on the Lot except for customary seasonal outdoor furniture, grills and the like.

(7) No outdoor storage structures may be constructed and/or otherwise placed on any portion of the Property without prior written consent by the Board. In the event the Board grants approval for an outdoor storage structure, the siding and roofing of such structure shall match those of the Home and/or Building, may not be placed or constructed in the front or side yards and shall be in accordance with the Town of Sand Lake Building codes.

(8) Swimming Pools.

a. In the town home section of the association along Averill Drive swimming pools are prohibited.

b. Other than a child's wading pool, only in-ground swimming pools shall be permitted with prior written consent of the Board. If Board consent is granted, all construction must be in accordance with the Town of Sand Lake Building Code.

(9) Outdoor Repair Work. No extensive work on any motor vehicles, including golf carts, boats, trailers or other equipment on any kind shall be permitted on any portion of the Property, including within driveways.

(10) Refuse Disposal. The Association shall be responsible for hiring a single garbage and recycling contractor for the all homes in the association. Except for Building materials being used during the course of construction by the Sponsor, or repair of any

approved improvements contracted for by an Owner, no lumber, metals, bulk materials, refuse or other waste material shall be kept, stored or allowed to accumulate outside the Building and/or Home or any other portion of the Property. Refuse containers may be placed at curbside, if curbside pickup is contracted for, the night before the scheduled pickup. However, containers must be removed by the end of the scheduled pickup day.

(11) Clotheslines. No outdoor drying or airing of any clothing, bedding or other items shall be permitted on or from any Building and/or Home. No clotheslines of any type shall be permitted on any Building and/or Home, Lot or other portion of the Property.

(12) Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any portion of the Property, or in any Building and/or Home, nor shall anything be done thereon that may be, or may become, a nuisance or annoyance to the occupants of other Buildings and/or Homes.

(13) No Above Surface Utilities. No facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, radio and/or television transmission and/or reception, water, sanitary and storm sewer drainage pipes and conduits, shall be placed or maintained above the surface of the ground on any portion of the Property, other than as may have been required in the initial development.

(14) Outdoor Wood Boilers (OWB). No OWBs shall be permitted.

(15) The use of salt sodium chloride and all other natural or chemical deicers and melting agents shall be limited to the minimum necessary.

Section 9.06. Leasing.

(1) Lease Terms. No portion of a Home, other than the entire Home, may be rented and no transient tenants may be accommodated therein. All leases must be in writing and such leases shall contain all Rules and Regulations as set forth in this Declaration and By-Laws of the Association as may be adopted and be supplemented, extended or amended from time to time and as such may be promulgated from time to time by the Board. No Home may be subleased by a tenant.

(2) Owner Responsible for Tenant. The Owner of the Home leased shall be responsible for full compliance by the tenant of the Covenants, Conditions and Restrictions of this Declaration, the By-Laws of the Association as may be adopted and be supplemented, extended or amended from time to time, Rules and Regulations and resolutions promulgated by the Board. Such Home Owner shall be solely responsible for providing the tenant with all of the foregoing at the time of the signing of the lease and prior to occupancy by the tenant. Violations by the tenant shall be subject to fines, established by the Board, payable by the Owner of the Home occupied by the tenant in violation. All litigation costs, fees and any dues related to the tenancy are the sole responsibility of the

Owner of the Home occupied by such tenant.

(3) Violations and Fines. Violations by the tenant shall be subject to fines, established by the Board, payable by the Owner of the Home occupied by the tenant in violation. Fines imposed for violations shall be liens upon the Owner and such Owner's Home collectible in the same manner as Assessments as set forth in Article V of this Declaration.

(4) Should a tenant, or any member of such tenant's family or invitee, be in violation at any time of the Covenants, Conditions and Restrictions of this Declaration, the By-Laws, Rules and Regulations and resolutions promulgated by the Board, the Board shall so notify the Owner of the Home occupied by the tenant in violation, in writing, by certified mail, return receipt. If the violation is not cured within five (5) business days from receipt by the Owner of notice, or if eviction proceedings commenced by such Owner are not diligently pursued, the Board may pursue any and all remedies available by law. The cost of any such proceedings by the Board shall be an additional lien upon the Owner of the Home and such Owner's Home, collectible in the same manner as Assessments as set forth in Article V of this Declaration.

(5) Owner to Provide Services. An Owner leasing his or her Home has the responsibility, as the "landlord," to provide all services to the tenant as required by New York State law.

(6) Tenants Use of Association Recreational Facilities. An Owner shall be responsible for providing his or her tenant with access to the facilities and shall register the tenant having such access with the managing agent. The tenant of an Owner delinquent in his or her financial obligations to the Association shall not be permitted to use the recreational facilities.

Section 9.07. Pond/Wetlands and Surrounding Areas.

(1) Only POA members and their accompanied guests may access the pond or the wetland areas.

(2) All minors shall be supervised by a responsible adult at all times.

(3) Swimming or bathing in the Pond is prohibited.

(4) Boats and other water craft, including remote controlled water craft or boats of any size are prohibited, unless used by the POA to maintain the pond, and then must be stored off site when not in use.

(5) Fishing shall be allowed on a permit only basis. Fishing Permits shall be available for purchase exclusively through the POA. Persons fishing with permits must abide by the terms and conditions of their permit.

(6) Stocking is prohibited unless performed by or with written approval of the POA.

(7) Ice skating on the pond will be allowed, but only in the area so designated by the POA with consideration given to land owners adjacent to the pond. No hockey or other sports goals or any other temporary or permanent structures or devices, will be allowed on or near the pond. If snow must be removed for ice skating purposes it shall be done so exclusively by the POA. Skating or any other use of the pond will be terminated by the POA, if the use is determined to cause a nuisance to residents, or damage to the Property.

(8) Access to the pond shall be exclusively at an area located by the POA on the northeastern side of the pond.

Section 9.08. Walking Trails and Water Company Property.

(1) The walking trails may be used for walking, hiking, running, snow shoeing, cross country skiing, and bicycling only. Bicyclists shall give the right of way, and extend every courtesy to others not on bicycles.

(2) The grassed well field protection area may only be used by pedestrians. All uses shall be responsible for removing all personal property and litter.

(3) Temporary goals, back stops or other sports equipment may be allowed on the grassed area with express written permission of the Owner of the water company, subject to the restriction and limitations of said approval.

Section 9.09. Drinking Water Supply Protections, Restrictions, and Limitations.

(1) Subject to the Town Highway Department's approval, public roads shall be de-iced only with a straight sand material or a sand and salt mixture. The use of de-icing products by property owners shall be limited to the least amount necessary to protect public safety.

(2) In the Town Home and Condominium areas the application of herbicides and insecticides to land surfaces shall be prohibited. Fertilizers, without herbicides and insecticides, may be applied to lawns only during the growing season and at rates prescribed by the manufacturer or calculated by soil scientists.

(3) Fertilizers may be applied to lawns outside of the Town Home and Condominium areas only during the growing season, and at rates prescribed by the manufacturer or calculated by soil scientists. Any application of fertilizers or pesticides in common areas shall be performed only by licensed operators under contract with the POA.

(4) The POA may completely ban the use of fertilizers, herbicides and insecticides or other similar products for the purpose of protecting the community's water quality.

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(5) Bulk storage of gasoline, diesel or other liquid fuel sources is not permitted on any residential or commercial property with the exception of a licensed and permitted commercial gas station operation which may not be located any further than 250 feet from NYS Route 43. Temporary portable tanks for construction equipment during approved and permitted construction is exempt from this restriction.

(6) On any residential premises or in any commercial storage facility there shall be no bulk storage of liquids or soluble chemicals of any kind in containers larger than 10 gallons.

(7) On any commercial premises there shall be no bulk storage of liquids or soluble chemicals of any kind in containers larger than 50 gallons. All bulk storage of liquids or soluble chemicals shall be kept in fail-safe double wall containers or in an area with a redundant secondary containment system.