

**HANDS CREEK FARM**

**AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS**

DECLARATION, made this <sup>23<sup>rd</sup></sup> day of October, 2015, by HANDS CREEK FARM PROPERTY OWNERS ASSOCIATION, INC., (hereinafter the POA) a not for profit corporation having a principal place of business at no # Main Street, P. O. Box 2073, East Hampton, New York 11937, hereinafter referred to as the "POA DECLARANT",

WHEREAS, this DECLARATION amends and supplements the AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS dated March 28, 2015 and recorded in the Office of the Suffolk County Clerk on March 31, 2015 in Liber D00012812 Page 117.

Dist.  
0300  
  
Sec.  
118.00  
  
Blk.  
01.00  
  
Lots  
012.001-  
012.064  
inclusive  
&  
057.001-  
057.012  
inclusive

WHEREAS, the original Declarants of the Hands Creek Farm subdivision, HANDS CREEK ASSOCIATES, a partnership having a principal place of business at 135-A Main Street, P.O. Drawer K, East Hampton, New York and BARNET L. ROSSET, residing at 196 West Houston Street, New York, New York 10014 (hereinafter DEVELOPER DECLARANTS) were the owners of two tracts of land situate in the Town of East Hampton, Suffolk County, New York, as shown on two certain maps: the first entitled, "Map of Hands Creek Farm" duly filed in the Office of the Clerk of the County of Suffolk on the 23rd day of February, 1982, as Map No. 7050; and the second entitled, "Map of Hands Creek Farm Section 2" duly filed in the Office of the Clerk of the County of Suffolk on the 19th day of October, 1982, as Map No. 7127. Please see Schedule A, attached hereto and made a part hereof; and

WHEREAS, the DEVELOPER DECLARANTS executed a DECLARATION OF COVENANTS AND RESTRICTIONS as to Map No. 7050 on December 1, 1981 and recorded it in the Office of the Clerk of the County of

Suffolk on February 23, 1982 in LIBER 9145 PAGE 5185 et seq. and as to Map No. 7127 the DEVELOPER DECLARANTS executed a DECLARATION OF COVENANTS AND RESTRICTIONS on September 29, 1982 and recorded it in the Office of the Clerk of the County of Suffolk on October 19, 1982 in LIBER 9258 PAGE 44 et seq. (hereinafter the ORIGINAL DECLARATIONS) setting forth reservations, restrictions, covenants, conditions and agreements subject to which the properties shown on said maps are now held.

WHEREAS paragraphs 6, 7, 8 and 9 with lettered subparagraphs, reproduced below, govern the Reserve Areas designated in Maps 7050 and 7127 and are deemed perpetual, they are not subject to amendment. The Declarants referred to in Paragraphs 6, 7, 8 and 9 are the DEVELOPER DECLARANTS.

WHEREAS, pursuant to said ORIGINAL DECLARATIONS, the DEVELOPER DECLARANTS, following the transfer of all lots in said original HANDS CREEK FARM subdivision, transferred to the POA all right, title and interest in reserve areas identified by SCTM 0300-118.00-01-12.065, 12.066, 12.067, 12.068, 12.069, 12.070, 057.013 and 057.014, by deed dated April 17, 1991, recorded in the Office of the Clerk of the County of Suffolk on September 25, 1991 in Liber 11341 Page 340, subject to Covenants and Restrictions which ran with the land thereon and were deemed perpetual.

WHEREAS, by Declaration dated April 17, 1991 and recorded in the Office of the Suffolk County Clerk on September 25, 1991 in Liber 11341 Page 335, the DEVELOPER DECLARANTS transferred enforcement authority of Covenants and Restrictions to the POA.

WHEREAS, the POA thereafter transferred all right, title and interest in reserve areas identified by SCTM 0300-118.00-01-

012.065, 012.066, 012.067,012.068,012.069,012.070,057.013 and 057.014, to the Town of East Hampton, County of Suffolk and State of New York by deed dated February 9, 2001 and recorded in the Office of the Clerk of the County of Suffolk on February 13, 2001 in Liber D00012102 Page 207. Paragraphs 6,7,8 and 9 are reproduced herein for convenience of reference only. The aforementioned transfer of the reserve areas to the Town of East Hampton and the perpetual nature of the Covenants and Restrictions governing them, do not permit the POA DECLARANT to exercise amendment authority over these areas. On this basis, the aforementioned reserve area lots, are intentionally excluded from Schedule A, attached hereto and made a part hereof.

WHEREAS, the POA DECLARANT desires to make this Amended Declaration setting forth reservations, restrictions, covenants, conditions and agreements subject to which the property shown on said maps is now held. Additions to the ORIGINAL DECLARATIONS are underlined. Deletions to the ORIGINAL DECLARATIONS are explicitly stated. When not otherwise indicated the POA DECLARANT ratifies and confirms the ORIGINAL DECLARATIONS.

NOW THEREFORE, the POA DECLARANT declares that said property shown as subdivided on said Maps in Schedule A is held subject to the restrictions, reservations, covenants and agreements hereinafter set forth:

- (1) Definition of lot. A "lot" is such parcel as is separately numbered as a lot on the aforesaid Maps.
- (2) No lot shall be subdivided, sold or conveyed, except as a whole, without the written consent of the POA DECLARANT or

their successors in interest and the consent of the Planning Board of the Town of East Hampton.

(3) The use of the premises shown on said Maps shall be subject to the following restrictions:

(a) No structures shall be used or erected for any purpose except as a dwelling house for one family with or without one private garage to accommodate not more than three pleasure vehicles. Under no circumstances will a house trailer or camper be used as a dwelling house. Notwithstanding anything to the contrary in this paragraph, pool houses, sheds, and like structures that fit into the character of this neighborhood shall be permitted.

(b) No building or structure shall be erected on any lot nor shall the exterior of any building or any structure be altered, except in accordance with plans and specifications therefor which have received prior written approval from the POA DECLARANT, their successors or assigns. All structures shall be designed by and plans and specifications prepared by a Registered Architect. The POA DECLARANT shall consider the following elements in determining if such approval will be granted: Design, height, exterior color schemes, location, elevation, exterior building materials on siding and roof, cost of exterior construction and quality of

architecture. The POA DECLARANT shall not unreasonably withhold written approval provided, however, that it shall not be unreasonable for the POA DECLARANT to refuse to approve any such plans and specifications for the following reasons -- garish design or construction, close similarity to adjacent dwellings in the subdivision, use of mill finished aluminum or corrugated iron, Texture 1-11, or other prefabricated siding materials, plastic sheathing, or asbestos shingles on the exterior, A-frame design or prefabricated structure. Two copies of proposed plans and specifications shall be submitted to the POA DECLARANT, together with landscaping plan, one of which, when approved, shall be returned to the owner with such approval endorsed thereon. If the POA DECLARANT shall neither approve nor disapprove the plans and specifications within 30 days after they have been submitted to and received by it for approval, the plans and specifications shall be deemed approved. Delete "Upon conveyance of" add Having conveyed all the lots in the subdivision, DEVELOPER DECLARANTS delete "shall" transferred this approval authority to a Property Owners Association, which delete "shall be" insert was formed by the property owners. The by-laws of the Association shall provide for mandatory

architectural and site plan control of the premises. The Association omit "shall" insert has, from its membership, appointed an Architectural and Site Plan Review Board which omit "shall" carries on the approval function transferred by the DEVELOPER DECLARANT. In making their decisions, the Architectural Review Board shall take into account changes in construction and energy technologies.

(c) No walls or fences shall be erected without the written consent of the POA DECLARANT, their successors or assigns, provided however all walls and fences erected prior to Jan 1, 2013 shall be grandfathered.

(d) All pool houses, sheds, and like structures that fit into the character of this neighborhood and were erected and exist on Jan 1, 2013 shall be grandfathered. After the addition of this subparagraph (d) above, all subsequent lettered subparagraphs in this Paragraph (3) shall be lettered by one subsequent letter (e.g. (d) becomes (e) etc.

(e) No house, coop or enclosure for the keeping of horses, pigs, chickens, pigeons, ducks or fowl shall be allowed upon the premises or any portion thereof.

(f) No residence shall be erected or used which has a livable floor space on the first floor of

less than 1,500 square feet if a one-story residence, or 1,000 square feet if a two-story residence. In no event shall the total square footage of a two-story residence be less than 1,500 square feet. Without limiting the meaning of livable floor space, it shall not in any event include a garage, carport, breezeway, balcony, decking or terrace.

(g) A dwelling erected on a corner lot shall be considered to front on all streets.

(h) 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 square feet in size. Omit the following sentence "This restriction shall not prohibit Declarants 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."

(i) No boats, trailers or campers shall be stored on any portion of a lot unless the same shall be stored in an enclosed garage.

(j) All exterior construction including roof, exterior walls, painting, windows, doors and exterior trim shall be completed within one year from the date construction commences.

(k) No trailer, tent, shack, or, other outbuilding shall be erected or permitted on the premises or be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted, except as otherwise approved by the architectural review board.

(l) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(m) No noxious activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(n) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers, out of public view. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(4) Purchasers of all lots agree to comply with the provisions of any approved systems 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.



(5) Where necessary for drainage purposes, adequate culverts shall be installed by lot owners under all driveways servicing the premises of such lot owner.

(6) Declarants set aside and reserve in perpetuity the parcels appearing on the Map of Hands Creek Farm marked as Reserved Area subject to the following conditions:

(a) The use of such Reserved Areas shall be in accordance with such rules and regulations as may be promulgated and amended from time to time by the Declarants or by a Property Owners Association to whom Declarants may have conveyed such areas,

The Reserved Areas shall remain in its natural state unless and until the Homeowners Association shall obtain the consent of the Planning Board of the Town of East Hampton for any future use of the Reserved Areas for recreational purposes. In the case of Reserved Area F, any alteration of said area from its natural state shall require the consent of the owner or owners of Lots 63 and 64.

(b) The existing trail through the Reserved Areas shall be used exclusively for pedestrian and bridle path purposes only and shall not be used by any motor driven vehicles.

(c) These rights to use the Reserved Areas may not be assigned except as an appurtenance of title to a lot or lots on the filed map. The

owners of such lots, however, shall have the right to extend the privileges here contained to their immediate families and guests.

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

(7) Declarants shall transfer all of their rights, title and interest in and to the Reserved Areas referred to in Paragraph (6) above to a membership corporation made up of the then owners of the lots shown on the Map of Hands Creek Farm, or some of them. 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 in said Map have been conveyed by Declarants or their successors to individual lot owners.

(b) It may be made at any date prior to the date established in subparagraph (a) above at the sole option of Declarants or their 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 the right to use the roads and Reserved Areas in common with all others entitled thereto.

(d) It shall be made subject to the terms of this Declaration including specifically the provisions of Paragraph (6) hereof.

(e) Declarants may rely upon the certificate of the President or Secretary of the membership

corporation as conclusive evidence of the fact that the corporation meets the requirements of this paragraph, and upon receipt of such certificate and conveyance of the Reserved Areas to the corporation, the Declarant, their successors or assigns shall have no further liability to the corporation or anyone else with respect to said Reserved Areas.

(f) Declarants may convey said Reserved Areas at one time or at different times except that the conveyances must be completed within the time limit set forth above.

(g) Written notice of creation of a membership corporation referred to in this Declaration shall be given to Declarants and may be served personally upon it 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 Declarants, it shall be conclusively presumed that no such corporation is in existence. After such notice, any communication with the corporation shall be sent by Declarants to the address set forth in the notice. The corporation shall have sixty (60) days within which to accept any offer of conveyance made to it by the Declarants.

- (8) Declarants specifically reserve the right to dedicate the streets shown on the Map of Hands Creek Farm to the Town of East Hampton, and the dedication shall be effective without the consent or approval of any lot owner.
- (9) Declarants specifically reserve the right to dedicate the Reserved Areas shown on the Map of Hands Creek Farm to the Town of East Hampton or to the Nature Conservancy, and such dedication shall be effective without the consent or approval of any lot owner.
- (10) Any of the restrictions, covenants, conditions and agreements contained in this Declaration, except those in perpetuity, may be modified by Omit "Hands Creek Associates, their successors or assigns without the consent of Barnet L. Rosset as to any property still owned by them by filing a properly executed modification thereof and as to any property not owned by them by agreement between the then owner and the Declarants." Insert Hands Creek Farm Property Owners Association, Inc, its successors or assigns. All approvals required under Paragraph (3) of this Declaration shall be made solely by omit "Hands Creek Associates." insert Hands Creek Farm Property Owners Association, Inc, its successors or assigns.

IN WITNESS WHEREOF, the POA DECLARANT herein has signed and sealed this instrument as of the day and year first above written.

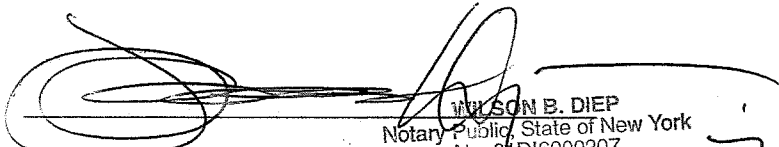
Hands Creek Farm Property Owners Association, Inc.



By Daniel Terrasi, President

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.

On the <sup>23<sup>rd</sup></sup> day of October, in the year 2015, before me the undersigned, personally appeared Daniel Terrasi, 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 instrument.

  
Notary Public  
WILSON B. DIEP  
Notary Public, State of New York  
No. 01DI6000207  
Qualified in Queens County  
Commission Expires Dec. 15, 2017

My commission expires on:

## SCHEDULE A

"Map of Hands Creek Farm" duly filed in the Office of the Clerk of the County of Suffolk on the 23rd day of February, 1982, as Map No. 7050; Sheets One and Two, lots one (1) through sixty-four (64) inclusive.

"Map of Hands Creek Farm Section 2" duly filed in the Office of the Clerk of the County of Suffolk on the 19th day of October, 1982, as Map No. 7127, lots one (1) through twelve (12) inclusive.

Reserved areas on the above mentioned maps are excluded, to wit: Reserved Area A through F inclusive as shown on a certain map entitled "Map of Hands Creek Farm" duly filed in the Office of the Clerk of the County of Suffolk on the 23rd day of February, 1982, as Map No. 7050; Sheets One and Two, and Reserved Area 7.122 acres and Reserved Area 0.478 acres as shown on a certain map, entitled "Map of Hands Creek Farm Section 2" duly filed in the Office of the Clerk of the County of Suffolk on the 19th day of October, 1982, as Map No. 7127.

Stat ID: 3029507



### Tax Maps

District	Secton	Block	Lot	School District
0300	11800	0100	012001	EAST HAMPTON
0300	11800	0100	012002	EAST HAMPTON
0300	11800	0100	012003	EAST HAMPTON
0300	11800	0100	012004	EAST HAMPTON
0300	11800	0100	012005	EAST HAMPTON
0300	11800	0100	012006	EAST HAMPTON
0300	11800	0100	012007	EAST HAMPTON
0300	11800	0100	012008	EAST HAMPTON
0300	11800	0100	012009	EAST HAMPTON
0300	11800	0100	012010	EAST HAMPTON
0300	11800	0100	012011	EAST HAMPTON
0300	11800	0100	012012	EAST HAMPTON
0300	11800	0100	012013	EAST HAMPTON
0300	11800	0100	012014	EAST HAMPTON
0300	11800	0100	012015	EAST HAMPTON
0300	11800	0100	012016	EAST HAMPTON
0300	11800	0100	012017	EAST HAMPTON
0300	11800	0100	012018	EAST HAMPTON
0300	11800	0100	012019	EAST HAMPTON
0300	11800	0100	012020	EAST HAMPTON
0300	11800	0100	012021	EAST HAMPTON
0300	11800	0100	012022	EAST HAMPTON
0300	11800	0100	012023	EAST HAMPTON
0300	11800	0100	012024	EAST HAMPTON
0300	11800	0100	012025	EAST HAMPTON
0300	11800	0100	012026	EAST HAMPTON
0300	11800	0100	012027	EAST HAMPTON
0300	11800	0100	012028	EAST HAMPTON
0300	11800	0100	012029	EAST HAMPTON
0300	11800	0100	012030	EAST HAMPTON
0300	11800	0100	012031	EAST HAMPTON
0300	11800	0100	012032	EAST HAMPTON
0300	11800	0100	012033	EAST HAMPTON
0300	11800	0100	012034	EAST HAMPTON
0300	11800	0100	012035	EAST HAMPTON
0300	11800	0100	012036	EAST HAMPTON
0300	11800	0100	012037	EAST HAMPTON
0300	11800	0100	012038	EAST HAMPTON
0300	11800	0100	012039	EAST HAMPTON
0300	11800	0100	012040	EAST HAMPTON
0300	11800	0100	012041	EAST HAMPTON
0300	11800	0100	012042	EAST HAMPTON
0300	11800	0100	012043	EAST HAMPTON
0300	11800	0100	012044	EAST HAMPTON
0300	11800	0100	012045	EAST HAMPTON
0300	11800	0100	012046	EAST HAMPTON
0300	11800	0100	012047	EAST HAMPTON

47



Stat ID: 3029507

District	Secton	Block	Lot	School District
0300	11800	0100	012048	EAST HAMPTON
0300	11800	0100	012049	EAST HAMPTON
0300	11800	0100	012050	EAST HAMPTON
0300	11800	0100	012051	EAST HAMPTON
0300	11800	0100	012052	EAST HAMPTON
0300	11800	0100	012053	EAST HAMPTON
0300	11800	0100	012054	EAST HAMPTON
0300	11800	0100	012055	EAST HAMPTON
0300	11800	0100	012056	EAST HAMPTON
0300	11800	0100	012057	EAST HAMPTON
0300	11800	0100	012058	EAST HAMPTON
0300	11800	0100	012059	EAST HAMPTON
0300	11800	0100	012060	EAST HAMPTON
0300	11800	0100	012061	EAST HAMPTON
0300	11800	0100	012062	EAST HAMPTON
0300	11800	0100	012072	EAST HAMPTON
0300	11800	0100	012073	EAST HAMPTON
0300	11800	0100	012064	EAST HAMPTON
0300	11800	0100	057001	EAST HAMPTON
0300	11800	0100	057002	EAST HAMPTON
0300	11800	0100	057003	EAST HAMPTON
0300	11800	0100	057004	EAST HAMPTON
0300	11800	0100	057005	EAST HAMPTON
0300	11800	0100	057006	EAST HAMPTON
0300	11800	0100	057007	EAST HAMPTON
0300	11800	0100	057008	EAST HAMPTON
0300	11800	0100	057009	EAST HAMPTON
0300	11800	0100	057010	EAST HAMPTON
0300	11800	0100	057011	EAST HAMPTON
0300	11800	0100	057012	EAST HAMPTON

77 LOTS total

LOT 63 no longer exists

divided in 2:

lots 72 + 73

COUNTY AID TRAILS

Section 2

lots start at

57001

:

57012