

DECLARATION AND RESTRICTIVE COVENANTS
GOLDENS BRIDGE COMMUNITY ASSOCIATION · PO Box 701 · GOLDENS BRIDGE, NY 10526

WHEREAS, the Goldens Bridge Colony Inc., formerly owned property as shown on map entitled "Subdivision of a Portion of the Property of the Goldens Bridge Colony, Inc. situated near Goldens Bridge, Town of Lewisboro, Westchester Co., N.Y." made by Leonard Associates, Inc. of Katonah, Westchester County, New York, completed January 14, 1935 and filed in the office of the Clerk of the County of Westchester on November 19, 1935 as map number 4205, and as shown on map number 5836 filed September 14, 1944, in the office of the County Clerk of Westchester County, which map is entitled "Subdivision number 2 of property of the Goldens Bridge Colony, Inc., and

WHEREAS, the Goldens Bridge Community Association, Inc., hereinafter referred to as the "Association", is a Membership Corporation comprised of the owners of parcels of land located within the aforementioned filed maps, and

WHEREAS, the "Association" has been, for a considerable period of time, maintaining and improving the roads, lakes and other property within the aforementioned maps, which property was used in common by the owners of parcels of land therein, the costs for which were apportioned among said members, and

WHEREAS, Goldens Bridge Colony, Inc. has transferred and assigned to the "Association" all of its rights, title and interest to all its property located within the aforementioned filed maps by deed dated on the 26th day of February, 1966, and

WHEREAS, it is the desire of the "Association" and its members to maintain a homogeneous community reflecting the desires common to its members to pursue and maintain a cooperative rural community sensitive to their social and moral cultural enrichment, and

WHEREAS, the "Association" desires to continue to maintain the aforesaid property for the best interest and welfare of the owners and residents so as to preserve the rural character of the community, as well as to provide recreational and social activities for the common good through the use of the property held for the benefit of said owners and residents,

NOW, THEREFORE, in consideration of the premises and for the benefit and protection of all the owners of said plots of land aforementioned and the residents thereof, the undersigned hereby declares that their respective premises, all of which were formerly owned by Goldens Bridge Colony, Inc. as set forth in the filed maps referred to above, are and hereafter shall be subject to the following covenants, restrictions and easements:

1. The members of the "Association" so long as they are owners of property located within the above mentioned filed maps are hereby granted an easement to use in common with others the lake as described upon said map for bathing convenience as the same is now or may be constructed hereafter and also together with a right of way in, to and upon such road or roads as appeared on the maps of Goldens Bridge Colony, Inc. referred to above and also together with an easement to use in common with others any other community property which may be set aside for that purpose by the "Association".

2. That ownership of the subject premises, except as may be further limited herein, shall be subject to the rules, regulations and ordinances of the zoning and planning commissions, if any, of the Town of Lewisboro.

3. That said premises shall be used exclusively for residential purposes and shall not be used for any commercial purpose whatsoever nor for roomers or borders.

4. That the owners, their heirs or assigns, shall not erect, permit or maintain on any part of the above described premises more than one dwelling house designed and erected for the

use and occupation of not more than two families and a garage large enough to accommodate not more than two automobiles, which said automobiles shall be for the sole use of the owner or occupant of the premises upon which they may be erected.

5. That the said lots of the owners shall not be divided or sold except as a whole.

6. The "Association" reserves the right of entering upon any lot or part thereof not encumbered by any building erected or in the process of construction, during the reasonable hours of the day for the purpose of laying, constructing, altering, removing and maintaining any culverts, pipes, sewers and drains, conduits, wires, poles and lines only which form or may form part of any heating, lighting, sewage or water supply system which the "Association" has heretofore installed or which it may install.

7. (a) The "Association" agrees that in the event of any damage done by it, its servants, agents or employees, to property resulting from the laying of pipes, constructing and erecting of poles for lighting system or laying of water pipes, said damage shall be expeditiously repaired at its own cost.

(b) All owners shall be required to maintain their property in such a manner so as not to interfere with or damage roadways of the "Association" or driveways of neighbors, resulting from the acts of owners, their families, guests, agents, employees or from weather or similar conditions.

(c) Owners shall wherever necessary, as directed by the "Association", establish culverts or drain-off systems to prevent soil and debris from washing off their respective land onto roads of the "Association". Upon failure to said owners to perform the above, after thirty (30) days written notice from the "Association", the latter shall have the right to perform said work, the cost of which shall be borne by the owners and payable on demand.

8. The owners hereby authorize the "Association" to remove any trees or branches of trees now standing upon said lot which may interfere with the construction, maintenance and repair of any lighting or wiring system now installed or to be installed by the "Association".

9. The owners covenant and agree to pay their proportionate share of the cost, maintenance and repair of various properties of the "Association" as determined by the "Association" as and when billed therefor.

10. In the event an owner desires to sell his or her property, then:

(a) Said owner shall first give written notice thereof to the "Association", by certified mail, return receipt requested, in which the owner shall state the terms, name and address of the purchaser and shall include a copy of the sales contract.

(b) The "Association" shall have thirty (30) days in which to agree to purchase said property, at the terms set forth by the owner. Said thirty (30) day period shall commence the day said notice is received from the owner by the "Association".

(c) Such option to purchase shall be exercised by the "Association", in writing, by certified mail, return receipt requested, and must be received by the owner no later than thirty-five (35) days after the receipt of owner's notice by the "Association". If the "Association" accepts the option to buy, a more formal contract shall be entered into within (2) weeks after such acceptance, providing for a closing no later than sixty (60) days from such acceptance.

(d) If the "Association" rejects such option in writing, or if no communication in writing is received by the owner within said thirty-five (35) day period, as provided in subdivision (c), it shall be deemed that the "Association" has elected not to purchase said owner's property.

(e) The contract of sale and deed of conveyance shall provide that such sale and conveyance is subject to this Declaration.

11. That the owner of any property herein covenants and agrees to be and become a member in good standing of said "Association"; and to be and remain subject to and bound by the constitution and by-laws of said "Association" or any amendments thereto, and to any rules or regulations reasonably designed to effect the purposes of the Association". And the owners hereby further covenant and agree to pay a proportionate share of the cost of the construction, maintenance, repair, management and operation of various community properties now owned or which may hereafter be acquired by said "Association". The failure on the part of the owner to pay the aforementioned charges or any portion thereof within the time fixed by said "Association" for payment thereof shall entitle said "Association" to deny the use of said community facilities to said owner, which latter shall nevertheless remain liable therefor, and the amount of said proportionate share so fixed as aforesaid shall become a lien on the premises.

12. The charges for water and garbage shall be in addition to all other charges mentioned above, and the "Association" retains full authority to cause the supply of water to be discontinued to an owner upon failure of the payment of the charges aforesaid.

13. All charges as above set forth must be paid in full before any property is transferred.

14. The owners agree:

(a) In the interest of conserving the supply of community water available, to confine the use thereof solely to the use and maintenance of the owner's premise, and that water shall not be sold or given to others.

15. That each building to be erected is to have a setback of not less than 50 feet from the front line, 40 feet from the rear line, and 20 feet from the side lines of said lot, it being understood that this provision shall not apply to any permanent buildings now erected or existing on said lot, but shall apply to any new structures which may be built to replace the present structures thereon, and shall likewise apply to any new building on said lot in the event that there is no building or structure now thereon.

16. That no fence, tents, signs or structures of any nature other than that described in paragraph "4", shall be erected, permitted or maintained without the written consent of the Association".

17. It is understood and agreed that all covenants, conditions and restrictions herein contained are to be construed as running with the land and shall be binding on the heirs, executors, administrators, successors and assigns of the "Association" and the owners of the property affected.

18. In the event the members desire to transfer said property with the improvements thereon to their wives, their husbands or their children, then and in that event the restrictions contained in paragraph "10" shall not apply to said transfer.

19. It is agreed that none of the restrictions and covenants herein contained shall apply to or affect those portions of land appearing on maps aforementioned marked and designated as "Reserved" or "Pond", as long as those portions of land are the property of the "Association" and used for communal purposes.

20. Any leasing of an apartment or house shall be subject to all the rules and regulations of the "Association" now or hereafter promulgated. Violation of such rules and regulations shall entitle the "Association" to enforce same and/or move said tenant in the name of the owner, at the owner's cost and expense, which latter shall include legal fees.