

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS**

**THIS DECLARATION**, made and dated the     day of August, 2022, by the undersigned, **CLOVER REACH PARTNERS, LLC**, with a principal place of business located at 41 Bender Blvd., Ghent, New York 12075 (herein “Developer”); and the **VILLAGE OF PHILMONT**, a municipal corporation with offices at the Village Office Building, Main Street, Philmont, NY, 12565 (herein the “Village”).

**WITNESSETH:**

**WHEREAS**, Developer is the owner of a certain parcel of real property consisting of approximately 22.16 acres of land located at Summit Lane in the Village of Philmont, Columbia County, New York, said parcel being more particularly bounded and described in Schedule A annexed hereto (collectively referred to as the “Subject Property”); and

**WHEREAS**, Developer has received approval from the Village of Philmont Planning Board on its application for subdivision/site plan approval of 16 building lots on the Subject Property (herein the “Subdivision Map”); and

**WHEREAS**, Developer now intends to market and sell the lots created from such subdivision approval; and

**WHEREAS**, Developer desires that the area described in the approved site plan as Woods Road, consisting of the private roadway (herein the “Woods Road”) servicing the subdivision, be available for use by all of the Owners and/or occupants of the Lots until such time as the Private Road is dedicated to the Village of Philmont; and

**WHEREAS**, the Developer is further desirous of imposing certain covenants and restrictions: (a) insuring the proper use, development and improvement of each Lot; (b) protecting the owners of each Lot from uses which may impair the value of their Lot; (c) ensuring a semblance of uniformity by imposing minimum standards for the construction of any improvements on the Lots; (d) encouraging the construction of attractive and uniform improvements; (e) maintaining an aesthetically harmonious design of the residential homes and improvements; (f) creating easements in favor of the Developer and/or Village to preserve the upkeep and maintenance of the development; and

**WHEREAS**, Developer intends, by this Declaration of Covenants and Restrictions, to impose the covenants and restrictions on each of the Lots of the subdivision, which Covenants and Restrictions will run with the land; and

**WHEREAS**, the Village is made a party to this Declaration of Covenants and Restrictions to confirm the Developer hereby grants the Village the full power and authority to enforce the terms, conditions and provisions of this Declaration.

**NOW, THEREFORE**, Developer for itself, its successors and assigns, declares that the real property described in Schedule A of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Conditions, Restrictions and Easements hereinafter set forth.

## **ARTICLE I**

### **THE PROPERTY**

The real property to be held, transferred, sold, conveyed and occupied subject to this Declaration is located, situate, lying and being in the Village of Philmont, County of Columbia, State of New York as further described on Schedule A annexed hereto and made a part hereof

and includes those Lots depicted on a certain survey and site plan entitled “The Woods Subdivision” prepared by Tighe Bond, and last revised on \_\_\_\_\_, 2022 (herein the “Subdivision Map”), and which map is intended to be recorded in the Columbia County Clerk’s Office simultaneously with the imposition of the within Covenants, Restrictions and Easements.

Woods Road is depicted on the Subdivision Map, and shall be a one-way private road used by all owners of the Lots until such road is dedicated to the Village of Philmont.

## **ARTICLE II**

### **COVENANTS, CONDITIONS AND RESTRICTIONS – GENERAL**

Developer, as the owner of the Subject Property, hereby establishes and places upon all of the Lots identified of this Declaration for itself, its successors and assigns the following Restrictive Covenants, Conditions and Restrictions for the mutual benefit and protection of the Developer and all future owners of the aforementioned Lots, as follows:

1. No garage or other accessory outbuilding shall be erected on a lot prior to the erection thereon of a dwelling house. No mobile home, trailer, tent, shack or structure of a temporary character shall be erected on or moved onto the premises, other than temporary structures used by a builder for storage purposes only solely during the course of construction or by a resident for temporary recreational purposes.
2. The property shall be used for residential purposes only, except that a professional office may be maintained provided that the Village of Philmont approves same, and further provided that the exterior residential character of the dwelling is not altered. No sign may be installed for any such professional office.
3. No above ground pool may be located on any lot.
4. No noxious, dangerous, offensive or unduly noisy activity of any nature, nor any activity that may be or becomes an annoyance or nuisance to owners of other Lots, shall be permitted or maintained on any Lot.
5. Only common domestic pets may be kept on the Lot. No owner shall keep any farm animals, including but limited to horses, cows, sheep, llamas, goats, roosters and the like on the Lot.

6. All electric, telephone and other utility lines shall be installed underground.
7. All exterior construction of any dwelling must be completed before occupancy and within 18 months from the time of commencement of construction.
8. No commercial mining or soil extraction will be conducted on the property under any circumstances.
9. No truck larger than two-ton capacity, no commercial vehicles, recreational vehicles, trailers, campers or boats, may be parked on or stored on premises except in a garage or barn. The occasional presence on said property of trucks or other vehicles of contractors or suppliers shall not be deemed to be restricted by the foregoing.
10. No unlicensed motor vehicles are permitted to remain on the premises for more than 5 days unless kept in an enclosed garage.
11. No further subdivision shall be made of any of the Lots.
12. No hunting or trapping shall be permitted on any of the Lots.
13. Each Lot, whether occupied by a structure or not, shall be kept in generally neat and orderly condition, with rubbish and debris removed.
14. Each property owner of a Lot shall keep all swales, drainage ditches, culverts and pipes free from debris and other materials to permit the free flow of water and stormwater.
15. Rain Gardens, in particular, are a constructed part of the Stormwater Prevention Plan and must be maintained with comparable species to those originally installed. All yard debris must be cleared from them so they maintain drainage properties, and trees shall not be allowed to grow within Rain Gardens.
16. On each lot, tree clearing shall be limited to a maximum of 50% of the pre-development magnitude of trees sized at 12" diameter or more. As of the date of this Covenant, the following chart depicts the number of such trees present on each lot:

Lot #	Minimum Trees @ 12" or greater
1	13
2	12
3	12
4	19
5	15
6	14
7	14

8	15
9	11
10	83
11	58
12	28
13	19
14	19
15	24
16	19

Prior to the issuance of any building permit by the Village, a table of pre- development tree quantities at 12”+ diameter will be prepared for each lot, and a clearing plan will be provided whereby such clearing will be limited to 50% or fewer of the surveyed trees. Any tree survey less than three (3) years old may be used to satisfy this provision. The Village may charge a reasonable fee, not to exceed \$150, for the cost of the review of the tree survey and to ensure compliance with same in the clearing of any lot.

Notwithstanding the foregoing, exceptions will be made for trees determined to be hazard trees, which trees may be removed for safety purposes if a tree is suffering insect damage, rot, and/or storm damage. Satisfactory documentation from an arborist or forester must be provided showing the hazard condition or deterioration of the tree that requires removal.

Penalties for excess clearing will include a requirement that any trees improperly removed will be replaced, and until such action is undertaken, monthly recurring fines, as set by the Village, shall be imposed on anyone violating this Covenant. Remediation is defined as the replacement of any improperly cleared trees with trees of equal quantity and at least 4” in diameter, with the continuing obligation to maintain those trees or the required number of trees in perpetuity.

17. Any home plan must adhere to the following regarding the color of the structures:
  - The intention is to restrict visibility from the lake through the woods, and to have the houses indiscernible as much as possible during the winter season when leaves are down.
  - Structures includes Homes, Accessory Buildings, Fences or any Village permitted structure
  - Structure colors will be limited to any natural material or dark hues similar in color and hue to those darker colors and natural hues found in the Benjamin Moore Historic Color collection.

18. There shall be no temporary or permanent parking of vehicles on Woods Road, including before and after said road is dedicated to the Village of Philmont, except for temporary parking for local deliveries, such as UPS, FedEx, etc.
19. These Covenants and Restrictions shall run with the land and shall be binding on all Lot owners, their heirs, successors and assigns, in perpetuity.

### **ARTICLE III**

#### **PROPERTY RIGHTS AND EASEMENTS**

1. Every Owner and such Owner's guests, licensees, lessees and invitees shall have a right-of-way and easement for all purposes on, over and across the Woods Road. Such easement shall be appurtenant to and shall pass with the interests of an Owner. However, there shall be no parking on said easement or otherwise unduly obstructing same so as to impair the other Lot owner's lawful use of said easement.
2. Every Owner shall have a drainage easement under and across their Lot for purposes of installation, maintenance, repair and replacement of any and all pipes, conduit, culverts and apparatus as may be necessary for the Private Road, the driveways servicing the Lots and the home sites constructed on the Lots.

### **ARTICLE IV**

#### **NOTICE**

Developer shall include the following notice on all deeds, mortgages, plats or any other legal instruments used to convey any interest in the Property. Failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants which shall also be recorded in the office of the Columbia County Clerk:

NOTICE: This Property is subject to a DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS recorded at Book \_\_\_ of Records at Page \_\_\_\_\_ on \_\_\_\_\_, 2022 in the office of the Columbia County Clerk.

**ARTICLE V**

**CONTINUATION AND EXPIRATION OF RIGHTS**

The easement, right-of-way, covenants, conditions, restrictions and other rights established herein shall be permanent, shall run with the land and shall be binding upon and inure to the benefit of each of its owners, its successors and assigns forever, of the Lots described in Article I above.

**ARTICLE VI**

**ENFORCEMENT**

In the event that the Owner of any Lot shall violate any Covenant or Restriction contained in this Agreement, any individual Lot owner and/or the Village of Philmont shall have the absolute right to bring an action, either on behalf of himself or itself, or on behalf of himself/itself and all other Lot owners for specific performance of the Covenant or Restriction so violated, or for any injunction to prevent the violation of the Covenant or Restriction. Any Lot owner or the Village of Philmont so aggrieved by any violation of any Covenant or Restriction shall give at least ten (10) days' notice in writing to the offending Lot owner of the nature of the violation and demand to cure, prior to exercising any rights herein to enforce a violation of this Agreement. The successful party in any litigation arising from a violation of this Declaration shall be entitled to recover, in addition to the relief claimed in such litigation, an award of reasonable attorney's fees

associated with the enforcement of this Declaration, such sum to be determined by the Court.

**IN WITNESS WHEREOF**, the undersigned, being all the members of Clover Reach Partners, LLC, the owners of the real property, subject to this declaration, and the Mayor of the Village of Philmont, have duly executed this instrument as of the day and year first above written.

\_\_\_\_\_  
JOCK P. WINCH, JR.

\_\_\_\_\_  
DANIEL J. BARRY

REGEN DEV, LLC

By:

\_\_\_\_\_  
ANDREW R. PERSONETTE,  
Member.

VILLAGE OF PHILMONT

By:

\_\_\_\_\_  
BRIAN JOHNSON,  
Mayor.

*STATE OF NEW YORK*

ss:

*COUNTY OF COLUMBIA*

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me the undersigned, personally appeared JOCK P. WINCH, JR., 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.

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Signature and Office of Individual  
taking acknowledgment

*STATE OF NEW YORK*

ss:

*COUNTY OF COLUMBIA*

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me the undersigned, personally appeared DANIEL J. BARRY, 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.

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Signature and Office of Individual  
taking acknowledgment

