

DECLARATION AS TO STOCK

In

EATON HARBORS CORPORATION

Filed October 28, 1927, and recorded January 22, 1931 with the County Clerk of Suffolk, N.Y. Liber 1552, pages 203-217

As Amended

In accordance with six Declarations of Amendment filed and recorded in the Office of the Suffolk County Clerk as follows:

Filed November 16, 1936, and recorded November 21, 1936 Liber 1893 page 211
Filed May 25, 1937, and recorded August 4, 1937 Liber 1937 page 96
Filed March 21, 1945, and recorded March 26, 1945 Liber 2431 page 473
Filed July 11, 1947, and recorded July 14, 1947 Liber 2727 page 280
Filed September 25, 1979, recorded September 25, 1979 Liber 8699, pages 483-495
Filed March 28, 1987, recorded January 31, 1990 Liber 11009, pages 150-159

DECLARATION made this 28th day of October, in the year Nineteen Hundred and Twenty-seven, by EATON HARBORS CORPORATION, a New York Corporation, party of the first part, and SARAH D. ROBINSON, LAURA ROBINSON DONNELL, RUTH ROBINSON DONNELL, EDITH A. ROBINSON, ELIZABETH H. DeLAMATER, LAURA D. HAZARD, AND ATTMORE ROBINSON, parties of the second part;

WHEREAS, the party of the first part is the owner of the private roads, bathing beaches, parking spaces, and certain other reservations shown on the map entitled " Sob-Division Map of Properties Belonging to Sarah D. and Edith A. Robinson, Ruth R and Laura R. Donnell and Elizabeth J DeLamater, situate on Eaton's Neck, L.I., Township of Huntington, Suffolk County, N.Y. designed by Ralph M Weinrichter " , and filed in the Office of the Clerk of the County of Suffolk on the 9th day of September, 1927, as Map Number One Thousand and Four (1004), and reference to which is made for all necessary purposes hereof; and

WHEREAS, the party of the first part is also the owner of Plot Number Ten (10) and Plot Number Eleven (11) in Section " L " as shown on said map; and

WHEREAS, the parties of the second part are the owners in severalty of the remaining lands shown on said map, and are also the owners of the entire issued capital stock of the party of the first part; and

WHEREAS, the parties to these presents desire to make a declaration setting forth the restrictions, conditions, covenants, charges, and agreements subject to which the property shown on the said map may be held or disposed of;

(As Amended 07/11/1947) NOW, THEREFORE, the parties to these presents declare, subject to the provisions of Subdivision 11 hereof as now in effect or as subsequently cancelled or modified, in consideration of ONE DOLLAR and their mutual covenants and agreements, that the property of the parties of the second part and of the party of the first part above referred to, is held and shall be conveyed subject to the restrictions, conditions, covenants, charges and agreements set forth in the various subdivisions of the Declaration, and that the portion of the said property owned by the party of the first part (excepting those lands which are excluded under Subdivision 7 of this Declaration, as herein amended) shall be held by it and administered and maintained as herein set forth:

1. (As Amended 05/25/1937) The restrictions, conditions, covenants, charges and agreements set forth in this declaration shall effect and be limited, so far as the same are herein made applicable thereto, only to the lands within Sections " A " , " B " , " C " , " D " , " E " , " F " , " G " , " H " , " I " , " J " , and " K " shown on a map entitled "Map of Property belonging to Sarah D. and Edith A. Robinson, Ruth R. and Laura A. Donnell and Elizabeth H. DeLamater Situate on Eaton's Neck, L.I., Township of Huntington, Suffolk Co., N.Y." filed in the Suffolk County Clerk's office on September 9, 1927, as Map No. 1004 in Map book 18, page 1, and shall not affect or apply to lands or other property designated as and lying or being within or adjacent to Sections " L " , " M " , " N " , " O " , " P " , " Q " , " R " , and " S " shown on said map. For the purposes of this declaration of and amendment hereto, the words lands or other property adjacent to Sections " L " , " M " , " N " , " O " , " P " , " Q " , " R " , and " S " shall be deemed to include lands lying within ' Ridge Road ' , ' Cedar Road ' , ' Old Orchard Road ' , ' Birchen Road ' , ' Pond Drive ' , ' Meadow Road ' , ' Sound Road ' , and the pond, and the parking area and bathing beach on Huntington Bay, all shown on said Map No. 1004, and also all lands under said pond and also all lands under high water on Huntington Bay.

2. (As Amended 05/25/1937) It is agreed that there has been allotted to each of the numbered plats shown on said map a number of shares of the capital stock of the party of the first part, and that the number of the shares of the capital stock of the party of the first part so allotted to each of the said plots is shown on a schedule hereto annexed marked "Amended Schedule A", which said amended schedule is hereby made a part of this declaration. In case of the conveyance of any of the said plots shown on said map, the seller shall at the time of the conveyance transfer to the purchaser of such plot or plots the number of shares of stock of the party of the first part allotted to the plot or plots so conveyed as shown in the annexed amended schedule, and the seller of such plots shall require as a condition of such conveyance that the purchaser shall accept and receive from the seller the number of shares of the

capital stock of the party of the first part allotted to the plot or plots so conveyed. The shares of capital stock of the party of the first part shall at all times be transferred with the said land as if they were a part of the real estate conveyed, and the purchaser or purchasers of said land must accept and deliver all such shares of stock subject to the provisions of this declaration and be bound thereby. In default of the transfer of such stock at any time simultaneously with the conveyance of such land, the party of the first part may annul and make void the certificate of such shares of stock and deliver a new certificate of such shares of stock to the then owner of such lands, and such owner shall accept the same and be bound by the provisions of this declaration with reference thereto. It is the intention that the owners of the numbered parcels of land shown on said map shall at all times be the owners and holders of the entire issued capital stock of the party of the first part to the end that such owners by controlling such capital stock may maintain and administer the properties of the party of the first part to their common advantage.

3. No transfer of any such stock shall be made except as herein provided.

4. (As Amended 03/21/1945) All of the lands shown on the said map in Sections A to K, inclusive, shall be held released and free from any and all provisions and conditions of that certain Restriction Agreement dated the 2nd day of October, 1926 and recorded in the Office of the Clerk of the County of Suffolk on the 28th day of October, 1926 in Liber 1197 pg 256, and for which the termination date was July 1, 1941.

5. (As Amended 03/21/1945) The owner of any part or the whole of any of the plots shown on said map in Sections A to K, inclusive, shall have the privilege of subdividing the areas so held by him, and in such case, the shares of stock in the party of the first part allotted to the owner of such plot or part thereof and held by his shall be re-allotted and re-issued by the party of the first part in proportion to the values of the new subdivisions into which such area may be so divided, but the total number of shares allotted to such owner shall not be increased.

6. (Previous number 6 cancelled per the November 16, 1936 Amendment).

7. (As Amended 07/11/1947) The lands above indicated as owned by the party of the first part (excluding those lands lying or being within or adjacent to Sections L, M, N, O, P, Q, R, and S on said map, that portion of Harbor Road that is bounded on the east by Plots 1 and 2 in Section H and on the west by plots 7 and 8 in Section F and on the north and south as particularly shown on a map dated October 14, 1944 by A. J. Edwards, T. S. Prime, Huntington, N.Y., guaranteed February 19, 1945 to Title Guarantee and Trust Company by A. J. Edwards, Lic. No. 3114, and that portion of Harbor Road as shown on " Map Showing alteration of a portion of subdivision map of properties belonging to Sarah D. & Edith A. Robinson, Ruth R. & Laura R. Donnell & Elizabeth J. DeLamater situate on Eatons Neck, Town of Huntington, Suffolk County, New York surveyed July 1938 by C. P. Darling-A. J. Edwards, Inc., Engineers and Surveyors, Huntington, New York " guaranteed June 16, 1947 to Title Guarantee and

Trust Company by A. J. Edwards , Lic. No. 3114, a copy of which is hereto annexed and made a part hereof, bounded and described as follows:

“ Beginning at a point in the southerly line of the public road distant 583.36 feet easterly, measured along the southerly line of said public road from the northeasterly extremity of the arc of a curve formed by the intersection of the southerly line of said public road with t he easterly line of Locust Lane; running thence North 81 degrees 5 minutes East along the southerly line of said public road 16.91 feet to a point; thence South 85 degrees 42 minutes 10 seconds east still along the southerly line of said public road 55.37 feet to a point of curve; thence southeasterly 68.74 feet along the arc of a curve to the right having a radius of 40 feet to a point of reverse curve; thence southwesterly 267.98 feet along the arc of a curve to the left having a radius of 725 feet to a point in the westerly line of Harbor Road; thence North 8 degrees 25 minutes West 277.43 feet to a point of curve; and thence northwesterly 78.91 feet along the arc of a curve to the left having a radius of 50 feet to the point or place of beginning. Containing within said bounds 0.164 acre.”)

and any lands hereafter acquired by it shall at all times be owned and maintained by it for the common use and benefit of all the owners of the lands shown on said map, other than those within said Sections L, M, N, O, P, Q, R, and S, and for highways and bathing or parking purposes and for such other purposes as may from time to time be designated by the party of the first part for the common use and benefit of all said owners, and subject to such rules and regulations as may be determined upon by the party of the first part from time to time.

8. (As Amended 03/28/1987) The total expense of maintenance and operation of the lands owned by the party of the first part, except as provided in Subdivision 9 hereof, shall be annually apportioned among the owners of the property shown on the said map in proportion to the number of shares of stock of the party of the first part held by each owner, and such owner or owners of the stock and the land owned by them to which said shares of stock are allocated shall be assessed accordingly. Said per share assessment shall be based upon a written annual budget delivered to the shareholders at least 30 days prior to the annual meeting. The budget determining the per share annual assessment shall become effective upon the approval thereof by a majority vote of those shareholders voting either in person or by written proxy at the annual meeting of the corporation. For the purpose of determining a majority vote under this paragraph 8, each share of stock held shall represent one (1) vote. Where a stock is held in more than one name or in the name of a corporation, only one person may cast the vote(s) attributable to that stock and the person casting said vote(s), by doing so, represents to this Corporation and all other shareholders that he or she is authorized to do so by either the other named shareholder(s) or by the corporation he or she represents. In the event that the budget is not approved, a new budget will be prepared and presented for vote as set forth above within one month thereafter. In the

event the revised budget is not approved, an austerity budget shall take effect. Said austerity budget and resulting assessment shall be in the amount as determined by the last approved budget. Such annual assessments and charges shall be a personal obligation of the owners of the parcels affected and/or record owners of the capital stock of the corporation and shall be due and payable on or before the first day of May (unless another date is otherwise specified in these Declarations or any amendments thereto) in each and every year on which date said charge or assessment shall also become a lien upon the land and upon said shares of capital stock and shall continue as a lien until fully paid. The transfer of said capital stock may be refused by the party of the first part until such assessments or charges then a lien thereon are fully paid, but nothing herein contained shall be construed to impart any liability upon the part of an owner for any assessments or charges levied after his shares of stock in the party of the first part shall have been duly transferred, on the books of the corporation, to some other person or corporation.

In addition to the lien imposed hereunder and notwithstanding any provision of the original Declaration or amendments thereto to the contrary, the party of the first part is authorized, empowered, and directed to take whatever legal action it deems necessary to secure and enforce a money judgment personally against the owners of the property and/or capital stock upon which any charge or assessment levied by the party of the first part shall remain unpaid in whole or part for 90 consecutive days after said charge or assessment shall have been originally due for payment. The rights and powers provided for herein shall be in addition to the rights and powers of the party of the first part to bring all actions for the collection of such charges and assessments and the enforcement of the lien created hereunder. Any and all expenses of collection including reasonable attorney's fees shall be added to the amount due an owning and shall be included in any lien against the property and shall be included in any action seeking to foreclose the lien or seeking a judgment for money due and owing against the owners of the property and/or capital stock. Any lien created hereunder shall continue until amounts due have been fully paid. Interest shall accrue on all unpaid assessments and charges and all expenses of collection at the rate of 16 percent per annum or at the highest lawful rate if lower and this shall supercede any previous interest rates contained in the body of any other amendments to this Declaration. Subject to the provisions of Subdivision 9 hereof, said charges or assessments shall be applied toward the cost of maintenance and administering the various properties belonging to the party of the first part and the general expense of the party of the first part.

9. (As Amended 09/25/1979) Anything contained herein to the contrary notwithstanding, the Corporation shall establish a separate fund to be used exclusively for the repair and maintenance of the roadways owned by the Corporation. Said fund shall be levied against the owners and holders of record of the capital stock of the Corporation and each parcel of real property attributable thereto excepting there from the owners and holders of the capital stock of the Corporation and each parcel of

real property attributable thereto as set forth in the schedule immediately following this provision (and referred to therein as "Properties Excluded"). Said assessment shall be determined annually by a budget specifically prepared for this purpose. Said budget shall be for the period from June 1 to May 31 and shall be approved by a majority vote of the owners of the parcels affected. For the purpose of determining a majority, there shall be allowed one vote per separately owned parcel affected whether or not title to said parcel may be in the name of more than one person or corporation. The proposed annual budget for this fund shall be mailed to the owners of those properties affected as said ownership appears on the records of the Corporation not later than May 15 of each year and the meeting and separate vote upon this budget by those owners of parcels affected shall be held at a Special Meeting of the Corporation in May of each year, which meeting shall not be held prior to one week following the mailing of the proposed budget. In the event that the budget is not approved, a new budget will be prepared and presented for vote as set forth above within one month thereafter, said procedure to continue until said budget is approved.

In the event that the owner of any parcels affected by this assessment has qualified under local or State law for a real property tax exemption based upon age, said owner shall be entitled, provided he or she qualifies as set forth below, to a proportionate reduction in the annual assessment established under this paragraph. In order to qualify for such reduction in the annual assessment, proof that the exemption applies and is in effect must be submitted to the Corporation on or before April 15th of each year and such proof, upon acceptance by the Corporation, shall be effective for the period covered by the next succeeding budget and assessment. Failure to qualify annually shall result in the levy of a fully assessed share of the charges for any year wherein the owner fails to qualify.

(Amended 03/28/1987) Payment of such assessment as determined by the budget approval shall be a personal obligation of the owners of the parcels affected and/or the record owners of the capital stock of the corporation and shall be due and shall be made on or before July 1, of each year or within 30 days following approval of the budget in the event that same is not approved at the time of the first vote thereon. On the date upon which payment is due, such assessment shall also become a lien upon the land and upon said shares of capital stock until fully paid. The transfer of said capital stock may be refused by the Corporation until such assessments then a lien, together with accrued interest, have been fully paid.

(Added 03/28/1987) In addition to the lien imposed hereunder and notwithstanding any provision of the original Declaration or amendments thereto to the contrary, the party of the first part is authorized, empowered, and directed to take whatever legal action it deems necessary to secure and enforce a money judgment personally against the owners of the property and/or capital stock upon which any charge or assessment levied by the party of the first part shall remain unpaid in whole or part or 90 consecutive days after said charge or assessment shall have been originally due for

payment. The rights and powers provided for herein shall be in addition to the rights and powers of the party of the first part to bring all actions for the collection of such charges and assessments and the enforcement of the lien created hereunder. Any and all expenses of collection including reasonable attorney's fees shall be added to the amount due and owing and shall be included in any action seeking to foreclose the lien or seeking a judgment for money due and owing against the owners of the property and/or capital stock. Any lien created hereunder shall continue until amounts due have been fully paid. Interest shall accrue on all unpaid assessments and charges and all expenses of collection at the rate of 16 percent per annum or at the highest lawful rate if lower and this shall supercede any previous interest rates contained in the body of any other amendments to this Declaration.

For the purpose of establishing this fund and in order to provide for the current maintenance and repair of the roads belonging to the Corporation, the current assessment for the period June 1, 1977 to May 31, 1978, shall be deemed to be in the amount of \$60.00 and shall be due and payable on or before October 1, 1977, with the same force and effect as hereinbefore provided.

In the event that the manner of ingress or egress to or from a public highway of any parcel excluded hereunder shall be changed or modified in any way such that ingress or egress to or from a public highway may be had by use of any of the roads of the Corporation, then, and in that event, said parcel and the owner thereof shall no longer qualify for such exclusion and said parcel shall thereafter be deemed to be an "affected parcel " and shall be included in any subsequent assessment which may be levied pursuant to this subdivision 9 as though said parcel was never excluded in the first instance.

In the event that any parcel of property to which shares of stock in the Corporation have been allocated is subdivided, sold, split off, transferred, changed or modified in such a manner that more than one parcel is created thereby, then, and in that event, any parcel or parcels thus created, including any portion of the original parcel remaining to or from which ingress or egress may be had to a public highway by use of any of the roads of the Corporation, shall be treated as a fully assessable parcel or parcels. In such event the provisions of this subdivision 9 shall apply to said parcel or parcels as though they had been included as affected parcels " in the first instance.

Properties Excluded

Section	Plot	Record Owner
K	North corner of 3	Palmer
K	Northeast part of 2	Jansen
K	Northeast part of 3	Morrison
K	Northwest part of 1	Voyse

J	part of 4	Griesmeyer
J	Part of 4	Bassinette
J	Part of 2 and 3	Taylor
J	Part of 1	Garrett
K	Southern part of 1	Borglum& Boxhoorn
H	Part of 10	Canning
J	Part of 10	Ernst
J	Part of 1	Harzdorf
H	Part of 10	Hays
K	Eastern part of 2	LaRosa
K	Southern part of 3	LaRosa
J	Part of 1	McGinley
J	Part of 1	Mendelsohn
H	Part of 9	Miller
H	Northern part of 10	Morris, Mrs. J.
H	Part of 10	Paone
K	Northeast part of 3	Reddington
J	Part of 1	Roemer
J	Southeast part of 3	Rudd
H	Part of 10	Sutera
J	Central part of 1	Wight
H	Part of 10	Zand
1	Eastern part of 3	Grunwald
G	Part of 5	Seaman
G	West part of 5	Cooper
G	Northeast part of 4	Cooper
B	Northeast part of 6	Neely
B	Northwest part of 6	Samilenko
B	Northern part of 6	Skala
A	Northwest part of 15	Barr
A	Part of 14 and 15	Peltz
A	Northwest part of 13	Riddick
K	Northeast part of 3	Landry-Burr
H	8, Western part of 9	Lane

10. (As Amended 03/21/1945) All the restrictions, conditions, covenants, charges and agreements herein contained shall run with the land, and shall terminate at such times and to such extent as they shall subsequently have been cancelled or modified in whole or in part by the Declarations of Amendment duly made in accordance with the provisions therefore set forth in Subdivision 11.

11. This declaration or any of the provisions thereof may be subsequently modified, added to, amended, or canceled at any time by an agreement or declaration entered into and executed by the owners of two-thirds of the capital stock of the party of the first part, who shall also be the owners of the land to which such stock is allotted in accordance with the annexed schedule. Such agreement or declaration must be duly

acknowledged by the parties thereto and recorded in the Office of the Clerk of the County of Suffolk before the same shall take effect.

12. (As Amended 03/28/1987) The provisions herein contained shall be binding upon the owners of property shown on said map, their legal representatives, heirs, successors, and assigns and shall bind and inure to the benefit of and be enforceable by the party of the first part or for the owners of any property shown on said map, their legal representatives, heirs, successors, and assigns, and failure by the party of the first part or any property owner to enforce any such obligations, restrictions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13. (Added 05/25/1937) It is hereby agreed, anything in this declaration of amendment to the contrary notwithstanding (a) that said declaration dated October 28, 1927, as amended by subsequent declarations of amendment, including this declaration of amendment, and all restrictions conditions, covenants, charges and agreements contained in said declaration dated October 28, 1927, as so amended including those contained in subdivisions Second to Sixth, inclusive, hereof, but not including those contained in subdivision First or Seventh hereof be and the same hereby are cancelled and terminated and shall henceforth be without force or effect as to, and henceforth shall not affect or apply to, the lands or other property designated as and lying or being within or adjacent to Sections " L " , " M " , " N " , " O " , " P " , " Q " , " R " , and " S " , or any of then, or any part thereof, shown on a map entitled "Map of Property belonging to Sarah D. and Edith A. Robinson, Ruth R. and Laura A. Donnell and Elizabeth H. DeLamater Situate on Eaton's Neck, L.I., Township of Huntington, Suffolk Co., N.Y." filed in the Suffolk County Clerk's office on September 9, 1927, as Map No. 1004 in Map book 18, page 1; and (b) that all liens, charges and encumbrances whatsoever, if any, upon the lands or other property designated as and lying to being within or adjacent to said Sections, or any of them, or any part thereof, under or by virtue of said declaration dated October 28, 1927, as amended, are hereby cancelled, released and discharged; and (c) that each and every purchaser or any or all of said lands or other property designated as and lying being within or Adjacent to said Sections, or any of then, or any part thereof, and his or their successors or assigns, are hereby released and discharged of any liability or obligation whatsoever, if any, with respect to any assessment, charges or other amount whatsoever, if any, now due and unpaid, or which hereafter may become due, under and pursuant to said declaration dated October 29, 1927, as amended; and (d) that no such purchaser or purchasers, or his or their successors or assigns, shall be under any obligation whatsoever, to accept allotment of or take, hold, transfer or otherwise deal with any shares of stock, or rights or obligations in or to or under any shares of stock, under or pursuant to said declaration dated October 28, 1927, as amended, and subdivisions Second to Sixth, inclusive, of this declaration of amendment and the subdivisions and schedule therein and thereby amended shall not apply to or affect any of the lands or other property designated as and lying or being within or adjacent to said Sections, or

any of them, or any part thereof; and (e) that henceforth no right shall exist in any one under or by virtue of said declaration dated October 28, 1927, or otherwise, to amend said declaration or any amendment thereof so as to subject to said declaration dated October 28, 1927, any of the lands or the property designated as and lying or being within or adjacent to said Sections or any purchaser of the whole or any part thereof, except with the prior written consent of Henry S. Morgan, his successors or assigns owner or owners for the time being.

IN WITNESS WHEREOF, the party of the first part has hereunto affixed its corporate seal and caused these presents to be subscribed by its President, and the parties of the second part have hereunto set their hands and seals the day and year first above written.

In the Presence of: Arthur Dinity

EATON HARBORS CORPORATION

Harry E Donnell, President (L.S.)

Sarah D. Robinson (L.S.)

Laura R. Donnell (L.S.)

Ruth R. Donnell (L.S.)

Edith A Robinson (L.S.)

Elizabeth H. DeLamater (L.S.)

Laura D. Hazard (L.S.)

Attmore Robinson (L.S)

“AMENDED SCHEDULE A”

Number of shares of Eaton Harbors Corporation Stock to be allotted to each plot of land as shown on Map of Properties Belonging to Robinson, Donnell, and DeLamater. Filed in the Office of the Suffolk County, NY Clerk on September 9, 1927 as Map #1004.

PLOT	SHARES
A1	35
A2	23
A3	22
A4	21
A5	25
A6	21
A7	12
A8	8
A9	8
A10	11
A11	13
A12	14
A13	16
A14	15
A15	15
B1	8
B2	10
B3	11
B4	8
B5	12
B6	27
B7	12
B8	12
B9	12
B10	11
B11	14
C1	8
C2	7
C3	7
C4	8

C5	12
C6	15
C7	12
C8	9
C9	7
C10	7
D1	4
D2	11
D3	9
D4	9
D5	13
D6	9
D7	12
D8	10
E1	18
E2	12
E3	9
E4	8
F1	12
F2	10
F3	14
F4	26
F5	18
F6	10
F7	11
F8	10
G1	16
G2	14

G3	10
G4	12
G5	9
G6	11
G7	12
G8	16
H1	12
H2	14
H3	15
H4	13
H5	16
H6	14
H7	12
H8	16
H9	11
H10	41
I1	18
I2	10
I3	10
J1	58
J2	10
J3	10
J4	14
K1	25
K2	10
K3	12