

This is a consolidated and updated, but unofficial, version of PGL's original Declarations dated August 4, 1939 and September 14, 1954, as filed with the Rockland County Clerk at LIBER 373 PAGE 55 and LIBER 587 PAGE 362, respectively. This version is identical to the originals except that all expired provisions have been omitted, and the language pertaining to Plat One and Plat Two have been combined. A complete set of Declarations in their original form can be downloaded at http://pinegrovelakes.com/PGL_Declarations.pdf or obtained at the County Clerk.

**DECLARATIONS OF RESTRICTIONS, GRANTS, TRUSTS AND CHARGES
AFFECTING THE LAND KNOWN AS**

**PINE GROVE LAKES,
IN THE VILLAGE OF SLOATSBURG AND TOWN OF RAMAPO,
COUNTY OF ROCKLAND, , NEW YORK
PLATS I and II**

THIS DECLARATION, dated the 4th day of August, 1939, by RAMAPO HEIGHTS CORPORATION of Sloatsburg, New York., a corporation duly organized under the laws of the State of New York; as amended on the 14th day of September, 1954 by PINE GROVE LAKES, INC. of 58 West 39th Street, New York, New York, a corporation duly organized under the laws of the State of New York, hereinafter collectively referred to as the "CORPORATION."

WITNESSETH :

WHEREAS, the Corporation is seized of a certain tract of land known as RAMAPO HEIGHTS (formerly called Ramapo Mountain Lakes) in the Village of Sloatsburg and Town of Ramapo, County of Rockland, New York, described on a map thereof duly filed in the Office of the Clerk of the said County on the 15th day of August, 1939, which the Corporation has improved and expects further to improve as and for a Private Residential Park to include, in addition to lots, dwellings and private roads and streets leading to and from Johnstontown Road, a public highway within said village, other private roads, streets, paths, bridges, alleys and lanes and also lakes, beaches, shores, water courses, greens, groves, parks, playgrounds, landscapes and other attractive and recreational conveniences with related facilities (which, except for lots and dwellings, are hereinafter respectively referred to as ROADS and RECREATIONAL LANDS) developed in accordance with a harmonious plan for an associated community and for the uses, benefits and enjoyments thereof, and

WHEREAS, it is deemed desirable that an appropriate community association be organized, for membership by acceptable owners of homes and properties within the tract, for the

promotion of their social and physical advantages, for the benefit of all property interests within the tract and to provide an agency or instrumentality to which should be delegated the powers of maintaining and administering the community amenities and the Roads and Recreational Lands aforesaid, and administering and enforcing the restrictions upon or affecting said lands or portions thereof, and collecting and disbursing the charges hereinafter created; the title, ownership and control of which Roads and Recreational Lands should be conveyed to the Association free and clear of all liens or encumbrances, and

WHEREAS, to accomplish its purposes and to secure and save such Roads and Recreational Lands for its purchasers and owners of properties the Corporation desires to subject its lands, viz: presently and particularly its blocks and lots in PLATS ONE and TWO thereof, except such as are specifically reserved and exempted herein, to the restrictions, covenants, benefits, conditions, reservations and charges as hereinafter set forth.

N O W T H E R E F O R E :

In consideration of the premises and the purchase of the lots, plots and homes in said PLATS ONE and TWO,

THE CORPORATION DECLARES that the land described with reference to the above mentioned map of a portion of Ramapo Heights, heretofore filed as:

Map No. 170, entitled "Ramapo Heights, Sloatsburg, Rockland Co., New York, Plat One," made, revised and signed as of December, 1938, by Eschen & Whitehead, Licensed Engineers and Land Surveyors, filed in the Office of the Clerk of the County of Rockland, N.Y., on the 15th day of August, 1939, as Map No. 170; and

Map No. 2302 and entitled "Map of a Portion of Property of Pine Grove Lakes, Inc., Sloatsburg, Rockland Co., New York, Plat Two, F.W. Eschen, C.E., Sloatsburg, N.Y. license 8959" which said map was filed in the office of the Clerk of the County of Rockland on the 16th day of August, 1954 as Map No. 2302,

which is to be held, sold or conveyed by the Corporation for residential and contributory purposes or by its contracted to be so held, sold or conveyed, shall be held by the Corporation and thereafter held, sold and conveyed subject to the certain restrictions, covenants, benefits, conditions, reservations and charges, as mentioned below, each and all of which are for the

benefit of said land and for each and every owner thereof and which shall insure and pass with said land and each and every parcel thereof, as follows:

RESTRICTIVE COVENANTS

ARTICLE I. The Corporation certifies and declares that it does hereby create and establish the following covenants and restrictions, particularly with respect to all residential lots and plots in said PLAT ONE comprising Blocks Numbers One (1) to Forty (40) inclusive, and PLAT TWO comprising Block numbers 10, 11 and 33 and Blocks A through F inclusive, as shown on said maps thereof.

[NOTE: The Restrictive Covenants pertaining to dwellings and other structures are omitted, since they automatically expired on October 1, 1965, pursuant to paragraph (n) of this Article.]

THE ASSOCIATION

ARTICLE II. The Association of Property Owners at Pine Grove Lakes, Inc. organized under and pursuant to the membership corporation laws of the State of New York, a non-profit community association heretofore organized, shall extend to and include the roads and recreational lands of PLATS ONE and TWO for its control, maintenance, repair and administration of the same, for the uses and enjoyment of the recreational lands by members of the Association, for its collection from owners of residential and commercial properties, of proper charges in connection therewith and for proper disbursement of the same and for other purposes appropriate to the premises.

[NOTE: The language in Article II was amended in the 1954 Declaration. It replaced the following original language: "The Corporation will cause to be incorporated and organized, prior to March 31, 1941, under and pursuant to the Membership Corporations Laws of the State of New York, a non-profit community association, to be known as the RAMAPO HEIGHTS ASSOCIATION or such

other appropriate name as may be approved by the Secretary of State, for membership by owners of lands within the tract, for the promotion of the physical and social conveniences and advantages of the members, for its taking and holding of title to such Roads and Recreational Lands, for its control, maintenance, repair and administration of the same, for the uses and enjoyments of the Roads and Recreational Lands by members of the Association, for its collection from owners of residential properties of proper charges in connection therewith and for proper disbursements of the same and for other purposes appropriate to the premises.”]

LAND GRANTS

ARTICLE III. The Corporation will hold in trust for the Association and will convey to it, by warranty deed free and clear of all liens and encumbrances, and without cost to the Association, the said Roads and Recreational Lands, which are areas of land within PLATS ONE and TWO, described as follows, viz:

- (a) ALL ROADS, STREETS, PATHS, BRIDGES and LANES shown on said maps, some of which are not yet constructed but all of which the Association shall hold and, will protect, maintain, repair and keep in good condition. *[NOTE: Pursuant to Article XI. of these Declarations, The Association of Property Owners at Pine Grove Lakes, Inc. dedicated its improved roads to the Village of Sloatsburg in 1960 and 1963. See LIBER 721 PAGE 502; LIBER 722 PAGE 865; and LIBER 759 PAGE 182.]*
- (b) THE GREEN, THE GROVE, THE LAKE and THE PARK as shown on the aforesaid map of PLAT ONE and respectively bearing thereon Block Numbers five (5), eight (8), fifteen (15) and twenty-four (24); and also

- (c) STONY LAKE and STONY BROOK so far as the same are shown on the aforesaid map of PLAT ONE; and all other brooks and natural water runs within PLAT ONE; and also
- (d) BLOCKS NUMBERS thirty-four (34), thirty-five (35), thirty-nine (39), twenty-seven (27), thirty-seven (37), thirty-eight (38), forty (40), twenty-nine (29) and thirty-six (36) as shown on the aforesaid map of PLAT ONE; and also
- (e) THE UPPER LAKE adjoining at the intersection of Torne Road and Sunset Road as shown on said map on the aforesaid map of PLAT TWO.

ARTICLE IV. The Corporation does hereby immediately and irrevocably set apart and dedicate, to and for the uses and purposes herein mentioned and described, the areas of land mentioned and described above in ARTICLE III hereof.

ARTICLE V. The Corporation or the Association, as the case may be, will hold in trust and keep and maintain all of the areas in Article III above mentioned, for the uses and benefits of property owners and members in accordance herewith and with the constitution, by-laws, rules and regulations of the Association and amendments thereof adopted for the purposes herein intended and described.

SUBJECTIONS

ARTICLE VI. ALL THE LANDS of the Corporation in PLATS ONE and TWO except those which are to be conveyed to the Association as above stated, and those which are reserved and exempted, as hereinafter provided in Article X hereof shall be held and conveyed

SUBJECT to two annually accruing maintenance charges, indicated in Article VII below as (a) and (b), respectively described as Road Maintenance Charges and Recreational Land Maintenance Charges, the gross amounts of each of which charges first shall be equitably estimated, determined and fixed in advance for each succeeding fiscal year, and which shall be

equitably apportioned, assessed and credited by the Association, upon and against the lots shown on said map of PLATS ONE and TWO by whomsoever held, except as provided in Article VII (g) hereof, which all owners will pay when due, and all lots or plots sold within PLATS ONE and TWO and the purchasers thereof are likewise bound hereunder.

The maintenance charges shall be fair and reasonable and not in excess of maintenance charges in other comparable developments or associations.

Impairment of waters

No unnecessary impairment of said lakes or streams or the waters thereof may be caused or consented to by the Corporation or the Association, as the case may be, and, as the Corporation or Association, they will endeavor to prevent any such impairment as they may know to be threatened by others.

ARTICLE VII. (a) ROAD MAINTENANCE CHARGES shall be applied annually in advance to all the areas within the mapped lines of roads, streets, paths, bridges, alleys and lanes, after the Corporation has constructed roadways or pathways therein, so as to include landscaping, planting and maintaining of trees, shrubs, grass plots and other means to beautify the margins thereof and to light the same; and also to enforce the rights, restrictions and charges in this paragraph contained. *[NOTE: Pursuant to Article XI. of these Declarations, The Association of Property Owners at Pine Grove Lakes, Inc. dedicated its improved roads to the Village of Sloatsburg in 1960 and 1963. See LIBER 721 PAGE 502; LIBER 722 PAGE 865; and LIBER 759 PAGE 182.]*

(b) RECREATIONAL LAND MAINTENANCE CHARGES shall be applied annually in advance to all lakes, beaches, shores, water courses, greens, groves, parks, playgrounds, landscapes, and other attractive and recreational conveniences, with related facilities, and sewers and pipe lines, administrative and other proper expenses, enforcements of rights, restrictions and charges, community buildings, if any, and all areas and structures and the operation and maintenance thereof, which may be owned by or under the control of the Association and not included in the ROAD MAINTENANCE CHARGES above mentioned.

(c) During April in each year the Association shall estimate the costs as provided for in (a) and (b) above and shall determine and fix the amounts thereof, and the

amounts severally chargeable to the respective residential properties and the owners thereof, on or before the May 1st following, all of which amounts the Association properly shall show on its Roll of Assessments, the same to be available to its members through the current fiscal year.

(d) Any surplus or deficiency in the amount collected for either the Road Maintenance Charges or the Recreational Land Maintenance Charges for any fiscal year shall be applied appropriately to reduce or increase the assessments for the next fiscal year.

(e) The purchaser covenants that he will pay these charges to the Association on or before June first in each and every year, and further covenants that the said charges shall on June 15th in each year, in the event of non-payment thereof, be and become liens on the land and shall continue to be such liens until fully paid and the purchaser, by the acceptance of his deed or contract, hereby vests in the Association the right and power to bring all actions against any owner of premises conveyed or contracted to be conveyed, for the collection of such charges and to enforce the aforesaid liens therefor.

(f) The Corporation at once shall convey to the Association the lands mentioned in sub-division (a) and (b) of Article III hereof as therein provided.

- (1) The Association shall, in the manner above provided, determine, fix, assess, impose, secure and collect said Road Maintenance Charges and Recreational Land Maintenance Charges from the first day of the month following the completion of the Roll of Assessments, prepared as above provided, and the publication of the same, to and until May 1st next following, according to the plan in this Article above described, and
- (2) The Corporation, after such publication of the Roll of Assessments, will not bear, at its own sole expense, the said Road Maintenance Charges and Recreational Land Maintenance Charges but the same shall thereafter be assessed, distributed secured and paid and collected by the Association as herein provided.

(g) The following of these supplementary declarations shall not operate immediately to subject all of the residential lots and plots of the lands referred to herein, to the terms and conditions hereof, but said lots or plots as are sold and conveyed by the Corporation or contracted to be sold or conveyed by the Corporation to residential owners shall be subject to Road Maintenance Charges and Recreational Land Maintenance Charges and the same shall be secured and paid commensurately with the Road Maintenance Charges and Recreational Land Maintenance Charges concurrently, secured by liens on residential properties with PLAT ONE or chargeable to the owners thereof.

ARTICLE VIII. MEMBERSHIP AND CONTROL. Purchasers shall apply for membership in the Association and, if accepted, during the tenure of such membership, they and the members of their immediate families and guests, are assured continuously the benefits of the Association, as aforesaid, subject to the terms, conditions and charges set forth in these Declarations and in the charter, by-laws, rules and regulation of the Association and amendments thereto, which the purchaser hereby agrees to keep and perform; said Association to have no control or rights in the premises purchased and conveyed except as herein provided. While this covenant runs with the land and the purchasers' personal obligations to pay said charges shall continue, their Memberships in the Association shall expire with the termination of their respective ownerships of their premises.

ALL TRUSTEES of the Association, or members of the governing body, by any other name, shall be appointees of the Corporation until ninety percent of the entire tract is conveyed to individuals who will own homes therein; and at least one member of such body (not an officer or employee of the Corporation) shall be the owner of a home in PLATS ONE or TWO.

Such governing body shall control all matters of the Association; but the membership, through such Membership Committees or representatives as the governing body may appoint, from time to time, upon recommendation or otherwise, will act in such advisory and executive capacities as hereafter may be determined.

ARTICLE IX. SUPPLEMENTARY DELARATION STATEMENT. The Corporation has the right to subject additional areas of land within RAMAPO HEIGHTS, or of land adjoining

or adjacent thereto which it may hereafter acquire, to all the benefits hereof and of the Association by filing Supplementary Declarations from time to time hereafter in the Office of said County Clerk; and no such lands shall be subject to any of the terms, conditions or benefits hereof except by the filing of Supplementary Declarations.

Supplemental Declarations shall contain (a) property descriptions of the lands to which they refer together with proper maps showing the subdivision layouts thereof and a proper statement that the projected roads shown thereon, when constructed, shall be completed and paid for by the Corporation, (b) proper statements in relation to the Restrictive Covenants affecting such lands and (c) such additional provisions as may be appropriate in the premises.

The filing of such Supplementary Declarations shall not operate immediately to subject all of the residential lots and plots, of the lands referred to therein, to the terms and conditions thereof, but they must provide that such of said lots and plots as are sold and conveyed or contracted to be sold or conveyed, to residential owners, shall be subject to Road Maintenance Charges and Recreational Land Maintenance Charges and that the same shall be secured and paid commensurately with the Road Maintenance Charges and Recreational Land Maintenance Charges concurrently secured by liens on residential properties within PLATS ONE and TWO and chargeable to the owners thereof.

The projected roads shown on the aforesaid maps of PLATS ONE and TWO, when constructed, shall be completed and paid for the Corporation.

ARTICLE X. NO ROAD MAINTENANCE CHARGE OR RECREATIONAL LAND MAINTENANCE CHARGE is payable upon areas of land hereafter conveyed to the Association. And the Corporation reserves unto itself the right to subject additional areas of land within Ramapo Heights or lands adjoining or adjacent thereto, to all the benefits hereof, and reserves the right to grant benefits to such additional lands to the use of all the facilities intended to be conveyed to the Association.

ARTICLE XI. RIGHT TO DEDICATE. At any time after seven (7) years from the filing of the conveyance as mentioned in Article III hereof, in the office of the Clerk of Rockland County, N.Y., and upon the execution and acknowledgment, in form for recording, of proper consents thereto by a majority in number of the owners of the residential lots and plots then

entitled to the benefits of these declaration, the Association shall properly dedicate, assign, grant and convey to said Village of Sloatsburg, or other municipality, public body or political subdivision, if acceptable to it, the said Roads and Recreational lands, or any part of them, for its maintenance, care and safe keeping and at its expense thereafter, and upon such other terms as may be mutually agreed upon by the Association and such municipality, body, or political subdivision.

THIS DECLARATION and the covenants, restrictions, agreements, trusts, conditions and provisions hereof shall inure to the benefit of and be binding upon the Corporation and its grantees and upon their mortgagees and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, PINE GROVE LAKES, INC., the Declarant, has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the day and year first above written.

RAMAPO HEIGHTS CORPORATION

/s, Robert Gittins, President [August 4, 1939]

PINE GROVE LAKES, INC.

/s, Philip Hirth, President [September 14, 1954]