

**TWIN PONDS  
PROPERTY OWNERS' ASSOCIATION, Inc.'s**

**RULES and REGULATIONS**

January 2, 2006

**Developer: New York Land & Lakes, Inc.  
839 State Highway 7  
Unadilla, New York 13849  
607-563-8870**

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## I. LOT OWNERS' OBLIGATION

Upon the acceptance and filing of a deed to any Grantee for lots 7 through 34 in the Twin Ponds Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Twin Ponds Property Owners' Association, Inc. b) have the right to use the private road known as Twin Ponds Drive for ingress and egress to and from Cook Hill Road to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; and c) pay the Twin Ponds Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Twin Ponds Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Twin Ponds Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Twin Ponds Property Owners' Association, Inc. Said charge may be increased or decreased by the Twin Ponds Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Twin Ponds Property Owners' Association, Inc. as set forth herein.

## II. COMMON EXPENSES/INDIVIDUAL LOT OWNERS ANNUAL ASSESSMENTS

1. **ANNUAL ASSESSMENT** - The annual assessment for each of the aforementioned lots within the Twin Ponds Subdivision shall be determined by the annual budget. **Based on the first annual budget, which is attached hereto as Appendix 1, the annual assessment per lot is \$343.75 per year.** The annual assessment is determined by dividing the annual Common Expenses and any annual reserves, as determined by the Annual Budget, by the number of the aforementioned lots.

2. **EFFECT OF NON-PAYMENT OF COMMON CHARGES; REMEDIES OF THE ASSOCIATION** - The Common Charges for the use of the Common Properties shall constitute a debt which may be collected in any court of competent jurisdiction and upon the conveyance of any of the land described therein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay the Twin Ponds Property Owners' Association, Inc., its successors and assigns all charges past, present or future as provided in this paragraph II. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.

3. **FISCAL YEAR** - The Fiscal Year shall begin April 1, 2006.

4. **COLLECTION OF FIRST ANNUAL ASSESSMENTS** - The first annual assessment will be collected at the time of closing of the lot and will be held separately in a checking account bearing the name of the Twin Ponds Property Owners' Association, Inc. The amount collected at closing will be pro-rated based upon the Association's fiscal year.

5. SUBSEQUENT assessments, which assessments will be assessed by the Treasurer that assess late fees for delinquent assessments.

tion of annual lot, subsequent notice from the day impose penalties and

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### III. INITIAL BOARD OF DIRECTORS

Pursuant to Article VIII, section 1 of the By Laws, the initial Board of Directors, as designated by the developer, shall consist of Robert Lesperence, President; William MacAlpine, Treasurer/Secretary; and Tom Spychalski, Vice President. The initial board of directors shall consist of officers or employees of the developer and shall hold office until the first annual meeting is held pursuant to Article VII, section 7 at which time a new five (5) member board will be elected or designated as provided for in Article VIII of the By-Laws.

### IV. MAINTENANCE OF THE COMMON AREAS

Private Road - The Association shall be responsible for the year - round maintenance of the private road known as Twin Ponds Drive within the Twin Ponds subdivision including but not limited to snow plowing, sanding, re-grading, re-gravelling, mowing, drainage work and maintenance of safety structures such as guide rails and traffic control structures.

### V. GENERAL REGULATIONS PERTAINING TO THE USE OF THE COMMON AREAS

1. **Authorized Use** - The private road known as Twin Ponds Drive is intended solely for the private use of the members of the Twin Ponds Property Owners' Association, Inc. or their friends, relatives, agents, successors or assigns.
2. **Membership Certificate** - Association members, their friends, relatives, successors and or assigns must have their membership certificate or card displayed on their vehicle or on their person when on Association property.
3. **Speed Limit** - The maximum speed limit on Twin Ponds Drive is 30 miles per hour.
4. **Refuse** - No garbage, refuse or trash will be left or disposed of on Association property.
5. **Driveways** - All newly constructed driveways which intersect Twin Ponds Drive shall be approved by the Association and shall be constructed in accordance with the Association's standards for new driveway installation outlined in Article VI below.
6. **Parking** - No parking will be allowed on Twin Ponds Drive.

7. **Alteration** - Nothing shall be altered in, constructed on or removed from the Association property without the express written consent of the Board of Directors

## **VI. CONSTRUCTION STANDARDS AND PERMIT REQUIREMENTS FOR NEW DRIVEWAY INSTALLATION**

1. Prior to the installation of any new driveway onto Twin Ponds Drive, all lot owners shall apply to the Association for a driveway installation permit ("Permit").
2. The applicant or contractor shall maintain and protect traffic by so conducting his construction operations so that travelers along Twin Ponds Drive are subject to minimum delays and hazards. Adequate warning signs and barricades shall be furnished and erected to guide and protect the traffic until the work is completed.
3. The work shall progress with as little delay as possible, and shall not be started until necessary materials and equipment are at the site.
4. No trench cuts shall be closer than 2 feet from the edge of the traveled portion of the road.
5. Certain kinds of pipe are not allowed such as clay tile, sheet metal, used boilers or tanks. Pipe allowed: corrugated metal, reinforced concrete, cast iron, plastic.
6. The surface of the driveway shall slope downward from the edge of the pavement not less than  $\frac{1}{2}$ " per foot and not more than 1" per foot for the normal shoulder width. Storm water from applicant's drive shall be conducted in the ditch (see diagram).
7. When blacktop or concrete driveway is to be built the shoulder shall be removed to a sufficient depth to provide a minimum of 6" of gravel or crushed stone base under the driveway paving and shall be properly flared at the pavement edge (see diagram).
8. No headwall or other obstruction shall be constructed to protrude above the level of the shoulder.
9. The highway must be kept in a clean condition at all times with no mud, stone, or other materials left on the road surface.
10. The shoulder, ditch, guide posts, and back slopes on either side of the ditch crossing, shall be neatly restored to their original condition.
11. Work must start within 30 days from date of permit.

12. The Twin Ponds Property Owners' Association, Inc. does not assume any responsibility for clearance of snow or ice upon any portion of a driveway or intersecting roadway, even though some snow or ice may be deposited by the Association in normal winter maintenance operations.
13. The Twin Ponds Property Owners' Association, Inc. reserves the right of inspection, by authorized representatives of the Association, of any driveway or intersecting highway construction within the right-of-way. In the event of faulty workmanship or materials, the Association shall have the right to cancel the Permit until such time as those conditions are corrected. All costs, including removal costs incurred by the Association, shall be borne by the applicant.
14. No work shall be done to obstruct drainage or divert creeks, water courses, or sluices onto the right-of-way.
15. Work locations must be approved by the Association or its representatives.
16. The Association reserves the right to affix permit fees and to revoke or annul the Permit at any time, without a hearing or the necessity of showing cause.
17. Only culverts of the diameter and lengths as specified on the front of this application will be accepted.
18. The flow line of the culvert shall be the same depth as the roadside ditch flow line.
19. The Twin Ponds Property Owners' Association, Inc. shall be held free from any manner of damages, claims, or demands of whatever nature which may arise as a result of granting of this Permit or for any damage resulting from any faulty operation of this ditch crossing and/or its appurtenances.

**TWIN PONDS  
PROTECTIVE COVENANTS**

**The following 13 covenants apply to each lot within the Twin Ponds Subdivision:**

- 1) The premises conveyed shall be used for single family homes or non-commercial agricultural and recreational uses only except in home offices and Bed and Breakfast businesses shall be allowed. No other commercial or industrial use of the property is allowed.
- 2) Only one home, dwelling or residence shall be allowed per parcel.
- 3) Grantees agree to keep their lot in good sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.
- 4) Single wide and double wide mobile homes are not allowed on any parcel.
- 5) No camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed 60 days per calendar year. Such camping trailers or other recreational vehicles must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the 60 day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.
- 6) No parcel shall be further subdivided.
- 7) Individual owners are responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.
- 8) All driveway crossings and culvert sizes along Twin Ponds Drive shall be approved by the Property Owners' Association. Driveway crossings and culvert sizes along Town and County Roads shall be approved by the appropriate Town or County Highway Department.
- 9) There shall be no change allowed to existing drainage patterns of ditches and culverts along association, town or county roads without approval from either the Property Owners' Association or the Town or County Highway Department.
- 10) Grantor hereby reserves the right to grant an easement of sufficient width for the distribution of utilities.

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tax map # 100.3-5-14

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11) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.

12) For as long as any portion of the property described in this deed is subject to regulation under State or Federal Wetland Laws, there shall be no construction, grading, filling, excavating, clearing or other regulated activity, as defined by these laws, on this property within any wetland area or any adjacent area as set forth in said laws, at any time without having first secured the necessary permission and permit required pursuant to the above noted laws. This restriction shall bind the Grantees, their successors and assigns.

13) These Protective Covenants are to run with the land and shall be binding on New York Land & Lakes, Inc. and the Grantees, their successors and assigns. The invalidation of any one of the Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These Protective Covenants may be enforced by New York Land & Lakes, Inc., or the owner of any parcel within the Twin Ponds subdivision. If New York Land & Lakes, Inc. brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

**The following protective covenant applies only to lots 7 through 34:**

Upon the acceptance and filing of a deed to any Grantee of lots seven (7) through thirty four (34) in the Twin Ponds Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Twin Ponds Property Owners' Association, Inc. b) have the right to use the private road known as Twin Ponds Drive for ingress and egress to and from Cook Hill Road to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; and c) pay the Twin Ponds Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Twin Ponds Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Twin Ponds Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Twin Ponds Property Owners' Association, Inc. Said charge may be increased or decreased by the Twin Ponds Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Twin Ponds Property Owners' Association, Inc., its successors and assigns. The charge for such use shall constitute a debt which may be collected in any Court of competent jurisdiction and upon the conveyance of any of the land described therein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay the Twin Ponds Property Owners' Association, Inc., its successors and assigns all charges past or future as provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.

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**The following protective covenant applies only to lot 35:**

Notwithstanding covenant number one which pertains to commercial and industrial use of the property, the radio tower which currently exists on lot 35 shall not be deemed a violation of these protective covenants provided no additional towers or facilities are built thereon.