



COUNTY CLERK'S OFFICE
STATE OF NEW YORK
COUNTY OF SUFFOLK

I, JUDITH A. PASCALE, Clerk of the County of Suffolk and the Court of Record thereof do hereby certify that I have compared the annexed with the original **AGREEMENT**

recorded in my office on **04/29/1981** under Liber **D00008995** and Page **096** and, that the same is a true copy thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Court this **08/29/2016**.

SUFFOLK COUNTY CLERK

Judith A. Pascale

JUDITH A. PASCALE



SEAL

THIS AGREEMENT made the 17th day of May, 1977,
 between WARD MELVILLE, d/b/a SUFFOLK IMPROVEMENT COMPANY,
 SHOPPING CENTER, MAIN ST., #140
 residing at, Stony Brook, New York, hereinafter called party
 of the first part, and OLD FIELD SOUTH PROPERTY OWNERS
 ASSOCIATION, INC., a membership corporation organized and
 existing under the Not-for-Profit Corporation Law of the
 State of New York, having a principal place of business c/o
~~BOARD OF DIRECTORS, OLD FIELD SOUTH PROPERTY OWNERS ASSOCIATION~~
 Setauket, Long Island, ^{PO BOX 23}
 Setauket, N.Y.
 New York 11733, hereinafter called party of the second part,

W I T N E S S E T H :

WHEREAS, Ward Melville, d/b/a Suffolk Improvement
 Company, owned and developed a certain tract of land known
 as Old Field South in the Town of Brookhaven, County of
 Suffolk, State of New York, more particularly shown on that
 certain map entitled, "Map of Area known as Old Field South
 showing parcels as originally conveyed by Ward Melville or
 Suffolk Improvement Company, situated Town of Brookhaven,
 Suffolk County, New York, prepared March 1976 by Frank H.
 Atkinson L.S. Setauket, New York (New York State License
 #32403)", intended to be filed in the Office of the Clerk of
 Suffolk County, and has divided said tract into plots and
 lots, and has now sold all of said plots and lots to various
 purchasers; and

WHEREAS, each deed conveying said plot and lot to
 the various purchasers contains, among others, certain excep-
 tions, reservations, and covenants to bind each plot or lot
 and to inure to the benefit of and be enforceable by the
 party of the first part which exceptions, reservations and
 covenants are more particularly set forth in Exhibit A
 attached hereto and made a part hereof; and

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DISTRICT	0	2	0	0
	0	2	0	0
	0	2	0	0
	0	2	0	0
SECTION	0	8	0	0
	0	8	0	0
	0	8	0	0
	0	8	0	0
BLOCK	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
LOT	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0



WHEREAS, party of the first part desires to transfer and assign to party of the second part all right, title and interest of party of the first part in and to said exceptions, reservations, and covenants, including without limitation the right to exercise, enforce and administer the same; and

WHEREAS, party of the second part was organized as a membership corporation by the property owners at Old Field South and is desirous of having assigned to it the right to enforce and administer the covenants and restrictions as above set forth.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) by each of the parties paid to the other, receipt of which is hereby acknowledged and other good and valuable consideration, it is understood and agreed as follows:

1. Party of the first part hereby assigns, sells, transfers and sets over to party of the second part all of its right, title and interest in and to the exceptions, reservations, covenants and restrictions referred to above, including, but not limited to the imposition and collection of annual charges therefor, as in each deed contained and the exercise, administration and enforcement thereof including, but not limited to the imposition and collection of such annual charges, whether accrued or to accrue and the administration and disbursement of such annual charges.

2. Party of the second part agrees to and hereby does assume the transfer as hereinabove set forth, including but not limited to the collection of such annual charges and the disbursement of money so collected for the purposes set forth in the restrictions and covenants above referred to.

IT IS FURTHER UNDERSTOOD AND AGREED that this assignment shall and does apply to all lots in Old Field South which have been conveyed by party of the first part and to

all lots now owned by party of the first part in Old Field South as and when conveyed.

The party of the first part, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the party of the first part will receive the consideration for this assignment and transfer and will hold the right to receive such consideration as a trust fund and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Ward Melville
[Signature]
 Ward Melville, d/b/a Suffolk
 Improvement Co.

Attest:

OLD FIELD SOUTH PROPERTY OWNERS
 ASSOCIATION, INC.

Marion C. Dulke
 Secretary

By *Wm. D. Waller*
 President

STATE OF NEW YORK)
COUNTY OF *Suffolk*) : ss.:

On the *17th* day of *May* 1977 before me personally came T BAYLES MINUSE, to me known and known to me to be the attorney-in-fact of WARD MELVILLE, the individual described in and who by his said attorney-in-fact executed the foregoing instrument, and duly acknowledged before me that he executed the same as the act and deed of WARD MELVILLE herein described, and for the purpose therein mentioned by virtue of the power of attorney duly executed by the said WARD MELVILLE and recorded in the office of the Clerk of Suffolk County, New York, in Liber 2366 of Deeds, at page 167 and the addenda thereto recorded in Liber 2804 of Deeds, at page 448, and Liber 3775 of Deeds, at page 585.

Priscilla W. Smith

Notary Public
PRISCILLA W. SMITH

Notary Public, State of New York
No. 52-9080900, Suffolk County
Term Expires March 30, 1978

STATE OF NEW YORK)
COUNTY OF *SUFFOLK*) : ss.:

On the *16* day of *MAY*, 1977, before me personally came *N. AS G. WALLEN*, to me known, who, being by me duly sworn, did depose and say that he resides at *11 Intergate Road Setauket*; that he is the President of OLD FIELD SOUTH PROPERTY OWNERS ASSOCIATION, INC., the corporation described in and which executed the foregoing instrument;

~~that it was so~~
affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Archie Olson
Notary Public

ARCHIE OLSON
NOTARY PUBLIC, State of New York
No. 52-9080900, Suffolk County
Commission Expires March 30, 1978

Excepting and reserving to the parties of the first part, their heirs, legal representatives and assigns, easements and rights of way on, over and under the rear five feet of the above described premises and on, over and under all roads, streets, walks and alleys adjoining or adjacent to said premises to construct, install and/or maintain and, from time to time, to relocate, alter and/or repair, and/or to permit the construction installation and/or maintenance and, from time to time, the relocation, alteration and/or repair of electric light, telephone and/or telegraph poles, wires and/or conduits, sewers, water mains, gas mains and/or other similar public or quasi-public utilities and, from time to time, to enter upon and/or to permit others to enter upon said premises, with all necessary workmen, equipment and material, and conduct such work thereon as shall be necessary or convenient to accomplish all or any one or more of said purposes; and the parties of the first part, their heirs, legal representatives and assigns, have and shall have the right at any time and from time to time to convey or extinguish any one or more of said easements and rights of way.

It is understood and agreed that no title to any land in any road, street, walk or alley or to any waterway is hereby conveyed or is intended to be hereby conveyed; but the parties of the first part do hereby grant and convey to the party (parties) of the second part, his (her, their) heirs and assigns forever, an easement and right of way for ingress to and egress from the said premises over and along such private roads as now or may hereafter exist connecting said premises with the public highways subject, however, to the right of the parties of the first part, their heirs, legal representatives and assigns, which right is hereby expressly excepted and reserved, from time to time, to change the location, route, width and/or grade of any one or more of such private roads and/or of any and all dykes and drains, provided that no such change shall prevent reasonable, convenient and adequate access to said premises or unreasonably lengthen the distance to be travelled to reach the public highway.

Provided, however, and this conveyance is made and accepted upon and subject to the following covenants, conditions, restrictions and reservations which shall be and be construed as covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns, namely:

1. That no building, fence, hedge, wall or other structure shall be erected on the premises hereby conveyed and that no alteration of the physical condition of said premises, including changing of color of houses or other structures, and no extension or addition to any building or other structure, or part of any building, now erected upon said premises shall be made, unless plans and specifications therefor shall have first been submitted to and approved in writing by the parties of the first part, their heirs, legal representatives or assigns.

2. That no building, outbuilding, or other structure except one dwelling house, for one family only, with or without a garage attached thereto, which buildings shall not exceed two stories and attic in height, shall be erected on each said premises; that no such building shall be erected unless plans and specifications therefor shall have first been submitted to and approved in writing by parties of the first part, their heirs, legal representatives or assigns, before either excavation for or construction thereof is commenced and unless the parties of the first part, their heirs, legal representatives or assigns, shall have first given written approval of the location and size of such building, and that no such building shall be erected except upon the site, and in strict accordance with the plans and specifications so approved.

3. That the said premises shall not be used for any business purpose whatsoever nor for any purpose other than for a strictly private residence; that no goods or merchandise of any kind shall be manufactured, sold or kept for sale or exhibition thereon and that no business, trade or profession shall be carried on or practiced on said premises or any part thereof, and that no sign shall be displayed thereon.

4. That no animals, poultry or live stock of any kind, except such as are commonly known as household pets, shall be kept or maintained on said premises or any part thereof unless, in each instance, written permission shall first be obtained from the parties of the first part, their heirs, legal representatives or assigns, which permission, if given shall, nevertheless, be revocable at the option of the parties of the first part, their heirs, legal representatives or assigns.

5. Each of the covenants, conditions, restrictions, and reservations herein set forth shall, subject to the right of the parties of the first part, their heirs, legal representatives and assigns, to modify and/or cancel the same hereinafter set forth, continue and remain in full force and effect against the premises hereby conveyed at all times until January 1, 1970, and shall as then in force be renewed and continued so in force and effect, automatically and without further notice or act, from said date for successive periods of twenty years each unless not less than six months prior to January 1, 1970, or not less than six months prior to the expiration of any such twenty year period, such covenant, condition, restriction or reservation shall be changed, modified, limited or extinguished, as to all or any part of Old Field South by written agreement executed and acknowledged by the then owners of record of more than one-half in area of all the property included in Old Field South exclusive of streets, parks and open spaces, and recorded in the office of the Clerk of the County of Suffolk, and as so changed, modified or limited and except as so extinguished shall continue and remain, and be renewed and continued in full force and effect as aforesaid.

6. The covenants, conditions, restrictions and reservations herein contained shall bind and inure to the benefit of and be enforceable by the parties of the first part, their heirs, legal representatives or assigns, or by the owner or owners, from time to time, of any property in Old Field South their heirs, legal representatives, successors or assigns, and failure by the parties of the first part, their heirs, legal representatives or assigns, or of any property owner to enforce any such covenant, condition, restriction or reservation shall in no event be deemed a waiver of the right to enforce the same.

7. Anything hereinbefore contained to the contrary notwithstanding, the parties of the first part, their heirs, legal representatives or assigns, have and at all times shall have the right to extinguish, modify, cancel and/or release any one or more of the covenants, conditions, restrictions or reservations herein set forth.

8. The party of the second part further covenants and agrees that no change of the contour of the premises, nor any change in the grounds, nor in the trees and shrubbery as now growing thereon, shall be made without prior notice to and approval of the parties of the first part, their heirs, legal representatives and assigns.

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RECORDED

APR 29 10 02 AM '81

ARTHUR J. FELICE
CLERK OF
SUFFOLK COUNTY

Susan A Wallen
11 Interwake Rd
Setauket ny 11733