

**DECLARATION**  
**PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,**  
**EASEMENTS, CHARGES AND LIENS**  
**OF**  
**TOWNHOUSES AT HAVILAND HOMEOWNERS' ASSOCIATION, INC.**

SPONSOR: AMEDORE HOMES, INC.  
1900 WESTERN AVENUE  
ALBANY, NY 12203

DATE OF DECLARATION \_\_\_\_\_, 2007

*pulled out as of  
interest to a buyer  
does not include any bylaws*

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*COPY*

THE ASSOCIATION; STRUCTURE, MEMBERSHIP, VOTING RIGHTS  
AND DIRECTORS

Section 3.01. Formation of the Association. Pursuant to the Not-for-Profit Corporation Law of the State of New York, on June 29, 2006 the Association was formed to own and maintain the Association Property, to enforce the covenants, conditions, and restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration, the Certificate of Incorporation and the By-Laws of the Association, as such may be supplemented, extended or amended from time to time. The provisions of the Certificate of Incorporation and the By-Laws may not conflict or be inconsistent with the provision of the Declaration, and may not be amended in any way which would so conflict without also amending the Declaration. Subject to the additional limitations provided in the Declaration and the Certification of Incorporation, the Association shall have all the powers and be subject to the limitations of a Not-For-Profit corporation as contained in the New York State Not-for-Profit Corporation Law as the same may be amended from time to time.

Section 3.02. Membership.

The Association shall have as Members only Owners of Lots within the property as described in Schedule A of this Declaration. All Owners, becoming such, shall be deemed automatically to be a "Member" and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of any of the interests described in the definition of the word "Owner" as found in Article I of this Declaration. Ownership of a Lot shall be the sole qualification for membership. There shall be a maximum of 38 Members subject to section 2.03..

Section 3.03. Voting. Voting by Members in the affairs of the Association shall be as follows:

- (a) At any meeting of Owners, every Authorized Voting Owner having the right to vote shall be entitled to vote in person, by mail (Absentee ballot) or by a person, who need not be an Owner, designated by the Owner, to act as proxy on his or her behalf.
- (b) No cumulative voting. There shall be no cumulative voting on any vote by the members of the Association
- (c) Designated voter. In any situation where a Member is entitled personally to exercise the vote and more than one (1) person holds an ownership interest in a Lot, such vote shall be exercised as those Members determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice to the Secretary, an Owner's vote shall be suspended if more than one (1) person seeks to exercise it. In any situation where a corporation or partnership is entitled to exercise the vote, such vote shall be exercised by the individual designated from time to time by such Member in a written instrument provided to the Secretary.

(d) Suspension of Membership Rights. a Member shall be considered "not in good standing" during any period of time in which such Member is delinquent in the payment of any assessment, or in violation of any provision of this Declaration, or of any of the rules or regulations promulgated by the Board of Directors. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

Section 3.04. Board of Directors & Selection & Term. The business and affairs of the Association shall be managed by a Board of Directors. There shall be no less than three (3) nor more than seven (7) directors. Directors shall be selected as follows:

(a) Sponsor shall appoint the first Board of Directors of the Association (the "Appointed Directors"). This first Board shall hold office and exercise all powers of the Board of Directors until the sooner of: (1) the annual meeting of Members immediately following the date of the closing and transfer of title to the last Lot owned by Sponsor, or (2) a date determined by the Sponsor in its sole discretion. The first meeting of the Board shall be held within six (6) months of the first closing of a Home.

(b) Following the term of the first Board of Directors of the Association as provided in (a) above, the appointed Directors shall be replaced by directors elected in accordance with the procedures set forth in the By-laws of the Association (the "Elected Directors").

(c) Elected Directors shall serve for two-year terms and must be authorized Voting Members of the Association.

#### ASSESSMENTS AND RIGHT OF ASSOCIATION TO BORROW

Section 5.01. Creation of the Lien. The Sponsor, for each Lot and/or Home owned by it within the Property, hereby covenants and agrees, and each Owner of any Home, by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association:

- a. Annual assessments for the maintenance, repair, replacement and operation of the Association and the Association Property (Maintenance Assessments); and
- b. Special assessments for capital improvements and special assessments that may become necessary as a result of a casualty loss of Association Property, such as an ice storm or extraordinary snow or rain storm, not otherwise covered by insurance and creating a budget deficit for the fiscal year (Special Assessments)

The Maintenance assessments and the Special assessments and any other charges set forth in this Declaration or the By-Laws which is referred to as an assessment are together hereinafter referred to "assessments".

The assessments shall be fixed, established and collected annually as hereinafter provided or at such other intervals as may be established by resolution of the Board of Directors. Except to the extent prohibited by law, the Board of Directors, on behalf of all Owners, shall have a lien on each Lot and/or Home for unpaid assessments, with interest thereon, assessed against such Lot and/or Home.

Section 5.02. Basis for Assessments. The Association's Board of Directors shall, from time to time, but at least annually, fix and determine the budget for the continued operation of the Association and shall send a copy of the budget and any supplement to the budget to each Owner at least thirty (30) days prior to assessing the Owners thereon. The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board. The total annual requirements and any supplemental requirements shall be allocated among, assessed to, and paid by the Owners. Each Owner shall pay an equal share of the expenses based on the number of Lots subject to this Declaration.

After Association assessments have been levied on one or more Owners who have closed title to their Lots and/or Homes, the Sponsor will be obligated for assessments for Unsold Lots and/or Homes. Notwithstanding anything to the contrary contained herein, the Sponsor's obligation for assessments on Unsold Lots and/or Homes shall be limited to the difference between the actual operating expenses of the Association, including reserves, if any, and the assessments levied (whether or not collected) on all other Owners. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than the product of the number of Unsold Lots and Homes subject to this Declaration multiplied by the average Maintenance assessments for the year in question levied against Owners other than the Sponsor.

The sum due the Association from each Owner shall constitute an assessment by the Board of Directors.

Section 5.03. Purpose of assessments. The purpose of the Maintenance assessments shall be to fund the insurance, maintenance, repair, replacement and improvement of the Association Property and all other expenses of the Association.

### PROTECTIVE COVENANTS

#### Section 8.01. Maintenance of Homes and Homesites by Owners.

(a) Maintenance by Owner. From and after the sale by Owner of any Home to an Owner, all portions of such Home and Homesite shall be maintained by the Owner thereof (as such Owner's cost and expense) free of rubbish, debris, refuse or garbage which shall not be allowed to accumulate or any fire hazard allowed to exist thereon. Owner shall contract or cause to maintain all landscaping mulch beds and lawns for spring and fall clean-up and weed control in landscape beds. All yards must maintain a well kept appearance free of weed and other unsightly growth, and in such a fashion to insure that no clippings, leaves or other debris shall be blown onto adjoining properties or into the roadways. Each Owner shall replace dead or dying landscape materials in a timely fashion. Each Owner shall maintain driveways free of debris and patched and sealed to maintain a well-kept appearance.

(b) Exterior Maintenance. Owner shall maintain all exterior surfaces requiring periodic painting, cleaning, washing, or other maintenance which shall be promptly given such required maintenance or repair consistent with the condition, repair and quality of the balance of the Homes and Improvements in the Property, and in such a fashion so as not to detract from the aesthetic appearance of the Property. All exterior painted surfaces, including but not limited to doors, door frames, garage doors, garage door frames and any other painted surface shall be as nearly the same as existed at the time of original conveyance by the Builder. It being the intent of this paragraph that the original architectural design and color patterns used in the construction of the homes within the property subject to this Declaration shall not be materially altered.

Section 8.02. Pets. Not more than three commonly accepted household pets such as a dog or cat, and reasonable numbers of tropical fish or caged birds may be kept in a unit, subject to other reasonable regulations by the Association. All animals shall be leashed (if outdoors) or kept within the unit and shall not be permitted to roam free. The Association may restrict the walking of pets to certain areas. Owners who walk their pets on Common Areas must clean up after their pets. Commercial activity involving pets, including without limitation, boarding, breeding, grooming or training are not allowed. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or garages or on porches or patios.

Section 8.03. Use and Occupancy Restrictions. Each Homesite and all portions of each Homesite and all portions of each Home and related structures shall be used for residential purposes only and only one residence shall be erected and maintained for the occupancy of not more than one family. No mobile home, neither temporary nor permanent, modular home, tent or shack shall be permitted to be used on any Homesite at any time as a residence either temporarily or permanently. No business, professional or commercial building may be erected on any Homesite or any business, professional practice or commercial enterprise may be conducted from any Home, except as such may be permitted to the nature and extent allowed by local zoning regulations, in which case such business shall be conducted entirely from within the home and which would not result in an inordinate amount of traffic or parking of vehicles in or around the home, and there shall be no exterior indication of such business within the home or any variation from the residential appearance of the home. Further, there shall be no signs indicating the existence of such business placed in any window of such home or anywhere on the exterior of the Home or Homesite. Notwithstanding the aforementioned, Sponsor, in its sole discretion, may permit the use of any Homesite, any Home or other structure (including trailers) or any other portion of the Property in connection with the construction, Property, promotion and sale or resale of the Property. An approved Contractor, with Sponsor's prior written permission, may use a Homesite for the purposes and uses specifically set forth in such written permission from Sponsor.

Section 8.04. Lawn Irrigation Systems. Each Homesite Owner shall be responsible to continuously maintain on the Homesite the underground lawn irrigation system and an automatic timer, sufficient to fully and adequately irrigate the front and side yards of the Homesite and the landscaping thereupon, including the non-paved portions of the rights-of-way of roads abutting any portion of the Homesite. Such lawn irrigation system shall be kept in good order and repair and shall be used as required to maintain the irrigated areas in a well-kept condition at all times.

Section 8.05. Aerials and Antennas. No exterior radio, television or other aerial, antenna, tower or other transmitting or receiving structure, or support thereof, shall be erected, installed, placed or maintained on any portion of a Home or any Homesite. Satellite dishes measuring no more than 36" in diameter installed for the sole purpose of receiving television transmittal shall be allowed, however such installation shall be permanently affixed to the home and limited to areas not to be visible from the front yard of the Home or from roads abutting the Homesite.

Section 8.06. Storage. No movable articles, goods, materials, machinery or equipment or items of a similar nature shall be stored or kept in the open within view of the public or any neighboring Owner. No Homesite or portion thereof shall be used or maintained for the storage of landscape materials such as soil and mulch. All firewood (not more than one cord) shall be stored so it is not visible from any road adjoining Owners.

Section 8.07. Garbage, Trash and Litter.

(a) Refuse Disposal, Storage and Containment. No portion of any Homesite shall be used or maintained, even temporarily, as a dumping ground for rubbish, nor for storage of junk cars, garbage, car parts, trash, grass clippings, compost pile, garbage or other waste materials. Trash, garbage, grass clippings and other waste shall not be stored except for disposal and shall be kept in sanitary refuse containers which shall be placed inside the building so that same is totally removed from public view of any nature. No permanent containers shall be stored outside of the home or garage. Sealed containers may be temporarily placed at curbside for refuse collection, but not earlier than 6:00 PM on Sunday evening for Monday collection and must be removed by 6:00 PM Monday, subject to holiday exceptions and the schedule of the trash/refuse collector. Recycle containers shall be stored in the same manner as refuse containers.

Section 8.08. Motor Vehicles, Trailers, Etc.

(a) No recreation vehicles, including by not limited to boats, watercrafts, boat trailers, golf carts, mobile homes, trailers (either with or without wheels), motor homes, vans over fourteen (14) feet in length, tractors, trucks in excess of three-fourths (3/4) ton, all-terrain vehicles, snowmobiles, commercial vehicles of any type, campers, motorized campers, motorized go-carts, or any other related transportation device may only be stored outside or on any Homesite a maximum of 8 hours but not over night, unless fully garaged. Moreover, no recreational vehicle shall be parked on any portion of the Common Area unless such areas are specifically designated for recreational parking. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(b) Parking of all vehicles at all times shall be on paved surfaces located upon a Homesite, and no on-street parking shall be allowed. Notwithstanding the foregoing provisions of this Section, temporary on-street parking shall be allowed for a period not to exceed six (6) hours for the purposes of social functions of an Owner. Overnight parking in street rights-of-way by non-Owners shall be prohibited. Notwithstanding the foregoing provisions of this Section, temporary on-street parking shall be allowed for a period not to exceed forty-eight (48) hours for the purpose of repavement or re-sealing of the private driveway of an Owner. Notwithstanding the foregoing provisions of this Section, service and delivery vehicles may park on any roads on a temporary basis during regular business hours, as the same may be needed to provide services or deliveries. The Association is authorized to tow vehicles parked in violation hereof.

(c) Off-road vehicles including but not limited to motorized bikes, all terrain vehicles, snowmobiles, go-carts shall not be permitted on the any roads or any other portion of a Homesite or Common Area.

Section 8.09. Nuisances and Obnoxious or Offensive activity. No activity shall be permitted to exist or operate in any unit which constitutes a nuisance or is detrimental to the Community or to any other Unit within Haviland Estates. No obnoxious or offensive activity, including but not limited to, the use of fire arms, explosives, or hazardous protective devices, shall be allowed on any portion of the Property.

Section 8.10. Unlawful Use. The Association and the Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Community.

Section 8.11. Signs and Flagpoles. No sign of any kind shall be displayed on any Homesite or Home and no advertising of any kind shall be placed or conducted upon a Homesite or in a Home except: one sign of not more than five (5) square feet advertising the property "for sale". No sign of any kind shall be permitted to be placed inside a Home which is visible outside the Home, or on the outside walls of such Home, or on any fence within the Property or on any vehicles within the Property. No flagpoles (except those attached directly to the façade of a Home and measuring no more than 60" in length) shall be installed or erected on a Homesite. Notwithstanding the foregoing, the Sponsor shall be permitted to post and display advertising signs on the Property and the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Area.

Section 8.12. Subdivision or Combination of Lots or Tracts. No Lots shall be subdivided (or re-subdivided) into two or more Lots, and no Lot shall be combined with another Lot, in either case, without the prior written approval of the Sponsor, the approval of which may be withheld in the sole and absolute discretion of the Sponsor.

Section 8.13. Traffic Hazards. Nothing shall be erected, constructed, planted or otherwise placed in the Community subject to the initial construction of improvements in the Community by Sponsor which creates a traffic hazard or blocks the vision of motorists upon any of the streets, roads or intersections of the Community.

Section 8.14. Basketball Hoops and Backboards, and Outdoor Play Equipment. Basketball hoops and backboards shall not be located in the front yard of a Homesite and must be confined to the driveway located behind the front corner of the garage. In no event shall a basketball hoop or backboard be allowed to be located in the Town right-of-way. Separately paved areas for basketball hoops and backboards, tennis, and other similar recreational activities shall be placed behind the Home in the rear yard, located no closer to the side property line than the side setback line, and so as not to create a nuisance to adjoining Owners. Any such paved area shall be screened with a minimum of four (4) pine trees of no less than six (6') feet in height planted on each of the three sides (total of twelve (12) trees) of such area not directly facing the Home.

All outdoor play equipment including but limited to: swing sets, slides, trampolines, sandboxes, playhouses and the like, shall be placed behind the Home in the rear yard, located no closer to the side property line than the side setback line, and so as not to create a nuisance to adjoining Owners. All such outdoor play equipment shall be screened with a minimum of four (4) pine trees of no less than six (6') feet in height planted on each of the three sides (total of twelve (12) trees) of such outdoor play equipment not directly facing the Home. Metal swing sets and slides shall be prohibited. Play houses shall be no larger than 137 square feet, shall be limited to twelve (12') feet in height, and shall be constructed of natural building materials in a color combination that closely matches the home.

Section 8.15. Fences. Fences may be erected only in the rear yard of the Homesite no closer to the road than the rear corner(s) of the home and shall be limited to five (5) feet in height and shall be constructed of vinyl composite and aluminum spec (black or white only), wrought iron spec. All other fencing materials including but not limited to chain-link and wood are specifically prohibited. No fencing or similar enclosure shall be erected in the front or side yards of a Homesite. Corner lots may fence in the side yard behind the home no closer to the road than Town of Queensbury zoning regulations. Small sections of ornamental fencing in landscaping beds in the front yard is acceptable.

Section 8.16. Pools, Spas and Hot Tubs. All pools shall be constructed in-ground and must be located in the rear yard of the Homesite no closer to the side property line than the side setback line. Spas and hot tubs shall be constructed in-ground or free standing in the rear yard of the Homesite no closer to the side property line than the side setback line. These facilities must comply with all Town of Queensbury codes. These facilities shall be fenced in accordance with the fencing regulations provided herein, and shall be screened with landscaping and trees so as not to be visible from the street. Pool houses are permitted in accordance with the architectural standards. The installation of all pools, spas, hot tubs and pool houses require the approval of the Architectural Review Committee.

Section 8.17. Sheds and Temporary Structures. No temporary structure, such as a trailer, tent, shack, barn, shed or other outbuilding shall be permitted at any time, other than:

- a. Temporary structures during the period of actual construction; and
- b. Tents or other temporary structures for use during social functions.

Section 8.18. Clothes Lines. No clotheslines or any similar devices for outside drying of clothes shall be erected on any Homesite.



Section 8.19. Air Conditioning Units. No air conditioning units shall be placed in the windows or walls of any Home where such is visible from the street.

Section 8.20. Mailboxes. Only mailbox receptacles included with the purchase of the Home shall be installed on any Homesite. This restriction shall apply not only to mailboxes originally installed with the Home, but also to any subsequent replacement of such mailbox, unless otherwise ordered by the Postmaster or other regulatory body having jurisdiction thereover. One mailbox is permitted per Homesite or in accordance with the regulations of the Postmaster. No additional receptacles for mail, newspapers, or similar deliveries may be installed on any Homesite within the Property. No changes or additions to the original color, decoration, adornment or numbering shall be permitted to any mailbox. After the initial installation, the Owner of said Homesite shall be responsible for any and all maintenance, repair and/or replacement of said mailbox in accordance with this Declaration.

Section 8.21. Garage Use. Garages may be used for vehicular parking and storage of personal property only and may not be modified for any other use. Owners shall be required, to the extent practicable, to park vehicles owned by them, or under their control, in the garage and shall cause the garage door or doors to be kept in a closed position, except for ingress and egress, whenever possible.

Section 8.22. Outdoor Sculptures and Lawn Decorations. Outdoor sculptures and lawn decorations measuring in excess of four (4') feet in height or in diameter, or constructed of material other than precast concrete or bronze, are strictly prohibited. Any holiday sculptures or decorations emanating light or music shall be prohibited except for temporary display during holidays. Any sculpture or decoration meeting the size limitations may only be displayed as part of a landscape feature surrounded by plantings, and not stand-alone. No massing of sculptures or decorations in any number exceeding three shall be allowed except for temporary display during holidays.

Section 8.23. Additions and Alterations. any addition and/or alteration to any Home or Homesite shall be completed not later than ten (10) months after the date of commencement of such addition and/or alteration. All additions and alterations require the approval of the Architectural Review Committee.

Section 8.24. Conservation Areas. No person may alter the Conservation Areas, including but not limited to all wetlands and upland buffer areas, from their natural and/or permitted condition.

Section 8.25. Lawns and Landscaping. All landscaping to be performed by an Owner with respect to the Owner's lot must be approved by the Architectural Review Committee. Further, no gravel, blacktop or paved parking strips shall be installed or maintained by any Owner adjacent to and along the street.

**Section 8.26 Residential Garage Sales. Garage/Lawn/Moving/Tag/Yard or any similar such sales are allowed for one event per calendar year, are limited to up to three consecutive days per event and at least one seller shall be a resident of the premises of the Homesite. The sale of goods shall be limited to those belonging to the seller conducting the sale which were acquired by the seller for his/her own use and shall not include goods, new or used, acquired by the seller for resale. The sale shall be conducted between the hours of 9:00am and 5:00pm daily and combined Homesite sales shall be allowed subject to these procedures. Signage shall conform to Article IX, Section 9.13 c. (1).**



**Passed and amended October 30, 2021**

**by email vote (in-person Annual Meeting canceled due to COVID-19) with a quorum of 33 homeowners voting**

*Addition of Section 8.27*

Section 8.27 Short-Term Lease Restrictions. An owner of record or their immediate family shall not lease any portion of such dwelling unit or the entire dwelling unit for a period of less than four (4) consecutive months to any person(s) or entity. This restriction shall not preclude a prospective purchaser of such dwelling unit to occupy such dwelling unit prior to transfer of title to such dwelling unit. A written document prior to the transfer of title of such property shall be executed prior to such occupancy indicating that the party's intent to purchase/sell such property. This written document shall be submitted within seven (7) business days of occupancy to the President of the Association affirming that all rules and regulations of the Association shall be adhered to during this period of time.

