

INDEX to DECLARATIONS OF COVENANTS, RESTRICTIONS, EASEMENTS, CHANGES AND LIENS

Formation of the Garnet Hill Property Owners Association, Inc.

ARTICLE I: Definitions

ARTICLE II: General Application – Lots

1. General Applications – Lots
2. Use of structure – Residence/Professional
Single Residence Dwelling - Additional structure
3. Exterior structural alterations: Written Approval from Board of Directors – construction; BOD Review – plot, plans
4. Lot Sub-division
5. Structural setbacks
6. Temporary structures
7. Time limitations on construction
8. Lot Signage
- 9 & 10 Property maintenance, general department
11. Tree cutting guides
12. Sale or Transfer of Property
13. Motorized vehicles
14. Motorized boats

ARTICLE III: General Application - Other Lands

1. Lodge facility expansion (Log House and Additions)
 - a New construction
 - b Ski Trails on resident land– right/use
 - c Boat rental
 - d Commercial logging on lot 35
2. Sub-division of Developer's land
Total dwellings, lots
Prior sold lots
Big Shanty
Miner's cottages
Anderson's lot
Additional 16 lots beyond III2a-e
Limitations on lots on Old Farm Road

ARTICLE IV: General Application - Common Areas

1. Ownership
2. Owner rights in Common Areas
4. Extent of Members' Easements Owner Obligations in Common Areas
Suspend right to use
Right to transfer
Borrow money to improve
Legal action against foreclosure
5. Delegation of Use

ARTICLE V: Membership and Voting Rights in the Association

1. Membership
2. Voting Rights
Members
Lodge
Big Shanty

ARTICLE VI: Assessments

1. Operation of Common Areas
2. Amount and Payment of Annual Assessment
 - Lot owners
 - Improved lot
 - Not improved lot
 - Developer occupied
 - Lodge
 - Lodge additional units
 - Big Shanty
 - Status date
 - Non-payment effect
 - Definition – delinquent date, interest rate
3. Effect of Non-payment of Assessment
4. Delinquent Assessments
5. Special Assessments

ARTICLE VII: The Association –Not –For -Profit

ARTICLE VIII: Remedies

1. Enforcement

ARTICLE IX: Grantees' Acceptance Subject to Declaration

ARTICLE X: Severability

ARTICLE XI: Captions

ARTICLE XII: Terms of Amendment

Signature Page

EXHIBIT A - Book of Deeds real property subject to this Declaration

EXHIBIT B - Deeds and Property Description of "A"

DECLARATION OF COVENANTS, RESTRICTIONS EASEMENTS, CHARGES AND LIENS

THIS DECLARATION, made this _____ day of _____, 1977, by PAUL M. CORMACK, GARNET HILL CO., North River, Town of Johnsbury, Warren County, New York 12856, hereinafter referred to as "Developer". WITNESSETH;

WHEREAS, the Developer is the owner of the real property described in Exhibit "A" of this Declaration, and desires to develop thereon a single-family residential community, together with common lands and facilities for the sole use and benefit of the residents of said community and their guests; and

WHEREAS, the Developer has sold certain pieces, parcels and lots of land to various purchasers; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands and facilities; and, to this end, desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the common lands and facilities, administering and enforcing the covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of New York, as a Not-For-Profit Corporation, the Garnet Hill Property Owners Association, Inc., for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and the same shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1 The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Garnet Hill Property Owners Association, Inc., a New York not-for-profit corporation
- (b) "Board" shall mean and refer to the Board of Directors of the Association.
- (c) "By-Laws" shall mean and refer to the code or codes or rules adopted for the regulation or management of the affairs of the Association irrespective of the name or names by which such rules are designated as the same may be amended from time to time.
- (d) "Owner" shall mean and refer to the record owner of fee simple title to any Lot. Every Lot Owner shall be treated for all purposes as a single owner for each Lot held, irrespective of whether said ownership is joint, in common, or tenancy by the entirety. Where the ownership is joint, in common, or tenancy by the entirety, majority vote of the owners shall be necessary to cast any vote to which said owners are entitled.
- (e) "The Properties" shall mean and refer to that certain real property as are subject to this Declaration, and which are described in Exhibit "A."
- (f) "Common Areas" shall mean and refer to those areas of land to be owned by the Association, which are described in Exhibit "B," attached hereto as Exhibit "B." Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public.
- (g) "Lots" shall mean and refer to any plot of land intended and subdivided for residential use, including those shown on subdivision maps of the properties, those lots previously sold by Developer and those lots to be hereinafter sold by Developer, all of which are within the bounds of the premises described in Exhibit "A," but shall

not include the Common Areas as herein defined.

- (h) "Declarant" shall mean and refer to Paul M. Cormack d/b/a Garnet Hill Co., his heirs, assigns and/or successors.
- (i) "Declaration" shall mean and refer to this Declaration of Protective Covenants and any amendments hereto.
- (j) "Developer" shall mean and refer to Paul M. Cormack d/b/a Garnet Hill Co., his heirs, assigns and/or successors.
- (k) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article V Section 1.

ARTICLE II

GENERAL APPLICATION-LOTS

All lots heretofore sold and/or conveyed by developer and/or any lots now owned by developer and shown upon maps entitled "Map of Section One of the Subdivision of Garnet Hill" made by Coulter & McCormack, Licensed Land Surveyors, dated August 31, 1971 and filed in the Warren County Clerk's Office on the 26th day of October, 1971 or on a similar map entitled "Map of Section Two of the Subdivision of Garnet Hill" made by Coulter & McCormack, Licensed Land Surveyors, dated March 2, 1973 and filed in the Warren County Clerk's Office on the 24th day of October, 1973 shall be subject to the following general lot restrictions:

1. The lots designated in said subdivision shall be used for residential purposes only, and no business, trade or enterprise of any kind or any nature, nor any commercial activity shall be conducted or carried on upon any of said lots, or within any dwelling hereafter erected thereon; provided, however, that a professional office for medical, legal or other similar professional services may be maintained as part of a private residential structure, if the prior permission of Garnet Hill Property Owners Association, Inc. is obtained.
2. No more than one single residence dwelling of year- round, permanent type construction shall be erected or maintained upon any lot, subject, however, to the further right of an owner to have erected and maintained thereon such private garage or other tool house, woodshed, or storage facility, which adjacent buildings shall conform in general appearance to that of the residential structure on the lot.

3. No structure, whether residence, accessory-building, or other improvement shall be constructed or maintained upon any building lot and no alterations to the exterior of the structure shall be made unless there shall have been first submitted to and written approval obtained from the Board of Directors of the Garnet Hill Property Owners Association, Inc., complete and final plans, specifications and design thereof showing the exterior, height, elevations, building material, color scheme, and further setting forth the location of said structure, plotted horizontally and vertically with the location and dimensions of driveway and sewage system. The Board of Directors of the Garnet Hill Property Owners Association, Inc. will not unreasonably withhold approval of said plans.
4. No lot included in said subdivision shall be further subdivided.
5. No buildings shall be constructed closer than thirty-five feet from a boundary line of a lot, nor seventy feet from a road right-of-way.
6. No structure of a temporary character, house trailer, camper, tent, or other out building, shall be used or permitted on any lot with the following exceptions:
 - (a) During the time of construction, while actually engaged in construction, within the fifteen month period specified in restriction "7", campers, trailers, or tents may be permitted on the lot, provided they are located in an inconspicuous location.
 - (b) One camper or tent may be pitched on the lot temporarily to house overnight guests provided they are kept in an inconspicuous location.
 - (c) Tents may be pitched on the owners' lot after completion of the dwelling for use by the dwelling occupants in an outdoor living experience provided they are located in an inconspicuous location.
7. Following the written approval of the plans by the Board of Directors of the Garnet Hill Property Owners Association, Inc. for the proposed construction of a residential dwelling on any given lot, the respective owner, upon the initiation of construction, shall cause the same to be completed in a sound and workmanlike manner in accordance with the said plans and specifications within a period of fifteen months from the date of the commencement of construction. All debris and other temporary articles located on the lot for purposes of construction shall

be thereupon promptly cleared and removed.

8. No sign shall be erected on any lot other than one designating the identity of the owner thereof and in no case shall a sign exceed in size two feet square, and the design of such sign shall be subject to the prior approval of the Board of Directors of the Garnet Hill Property Owners Association, Inc.
9. No noxious or offensive activity shall be suffered or permitted upon any lot or in any area of the development. No unsightly objects shall be displayed on any lot, nor shall anything be done thereon which may be or later become an annoyance or nuisance or danger to the health of any other lot owner or which may otherwise detract from the general character and quiet enjoyment and preservation of the primitive residential quality of the area.
10. Owners of occupied or unoccupied lots shall at all times keep and maintain their property in this subdivision in orderly manner to prevent and eliminate an accumulation of any garbage, rubbish, debris, and other like material on the premises.
11. No cutting of any *(live)* evergreen trees whose diameter breast height shall be in excess of two inches nor *(live)* deciduous trees whose diameter breast height shall be in excess of six inches shall be permitted without the prior written approval of the Board of Directors of Garnet Hill Property Owners Association, Inc. Provided, however, that no such written approval shall be necessary for the cutting of trees on those portions of a lot as may be necessary for construction of a residence, garage, driveway, well, or other permitted use.
12. No sale or transfer except by will or intestacy shall be made by any owner other than the Garnet Hill Property Owners Association, Inc., unless the property shall have been offered in writing to the Garnet Hill Property Owners Association, Inc., on the same terms and conditions as those by which it is proposed to sell the same. The Garnet Hill Property Owners Association, Inc., by its Board of Directors shall within thirty days of receipt of such offer make tender of the offering price in exchange for a good and sufficient warranty deed, free from other liens or encumbrances or otherwise the offer shall be thereafter free to conclude the aforesaid, transaction with the proposed transferee on the same terms and conditions. The Garnet Hill Property Owners Association, Inc., shall further thereupon promptly provide a written statement of the declination in the event said Garnet Hill Properties Owners Association, Inc. shall have elected not to purchase the same
13. No motorized vehicle of any type or nature may be used or operated upon or over any foot paths or equestrian trails as designated on a map entitled "Map of Section One of the Subdivision of Garnet Hill" made by Coulter & McCormack, Licensed Land Surveyors, dated August 31, 1971 or on a map entitled "Map of

Section Two of the Subdivision of Garnet Hill" made by Coulter & McCormack, Licensed Land Surveyors, dated March 2, 1973.

14. No member shall permit, operate, or encourage the operation on Thirteenth Lake of any motorized boat which is propelled by a motor exceeding five (5) horsepower, by themselves, their family or by house guests. The above restriction shall not apply to Developer, who may have the right to operate on Thirteenth Lake, motor boats with motors in excess of five (5) horsepower for his own use, and for the use of members. Developer and guests of Members and/or Developer, including tenants and commercial tenants and/or guests of Developer.

ARTICLE III

GENERAL APPLICATION – OTHER LANDS

All lands now owned by the developer (*see Exhibit A*), which are subject to this Declaration and which are not shown upon the maps of Garnet Hill, Section One and/or Section Two, made by Coulter & McCormack, dated August 31, 1971 and/or March 2, 1973, shall be subject to the following restrictions:

1. Each lot hereinafter sold shall be subject to the same restrictions as set forth in Article II, PROVIDED HOWEVER, that developer, his heirs, successors and/or assigns and may continue to operate the building known as the "Log House" or the present lodge facilities as a commercial enterprise. Developer, his heirs, successors and/or assigns shall have the right to add up to fourteen (14) more "motel type" rooms (not in excess of three-hundred square feet per unit) to the present lodge facilities. Any such expansion shall be within 1,000 feet of the "Log House", in Lot 36, Township 14, Totten & Crossfield Purchase, and shall not be within 250 feet of any residential lot owned at this time by anyone other than Developer. Not more than four (4) separate kitchen facilities to serve said fourteen (14) additional rooms shall be constructed or maintained, nor is the present kitchen (1977) to be expanded in area. Any and all renovation and repair of the existing structures shall be permitted.
 - 1A. No new construction shall be commenced unless there shall have been first submitted to and written approval obtained from the Board of Directors of Garnet Hill Property Owners Association, Inc., of complete and final plans, specifications: and design thereof showing the exterior, height, elevations, building material, color scheme, and further setting forth the location of said structure, plotted horizontally and vertically with the location and dimensions of driveway and sewage system. The Board of Directors of Garnet Hill Property Owners Association, Inc. will not unreasonably withhold approval of said plans.
 - 1B. Developer has the right to continue cross-country ski operations on lands now owned by Developer including lands in Schedule "B"; this right shall not,

however, constitute an easement. Upon the sale of any portion of the lands now owned by Developer, except the lands described in Schedule "B"; this right shall cease as to said land.

- 1C. Developer shall have the right as owner of the "Log House" to place rental boats powered by engines not exceeding five (5) horsepower on Thirteenth Lake on lands conveyed to the Garnet Hill Property Owners Association, Inc. and rent said boats as a commercial venture. In addition, Developer may dock on said premises, one boat in excess of five (5) horse-power to be used for water skiing and/or any other recreational purposes. The use of said boats shall be limited to lodge guests and guests and/or tenants of premises owned by owners other than Developer.
- 1D. Article II, Section 11, shall apply to all lands now owned by Developer except those lands to be conveyed to the Association which are described in Exhibit B attached hereto, but shall not apply to lands owned by Developer in Lot 35, Township 14, Totten and Crossfield's Purchase. Commercial logging, pulp wood removal and/or silvicultural practices shall be permitted in Lot 35, Township 14, Totten and Crossfield's Purchase only from October 15 until May 15 and shall not be permitted on Saturday or Sunday. This shall not preclude Developer from harvesting wood or wood products from any lands owned by Developer for on-premises consumption and/or use.
2. Developer covenants for himself, his heirs, successors and/or assigns that all lands owned by him as are subject to this Declaration may, if developer, his heirs, successors and/or assigns desire, be subdivided as follows:
 - (a) Lots shown on maps entitled "Map of Section One of the Subdivision of Garnet Hill" made by Coulter & McCormack, Licensed Land Surveyors, dated August 31, 1971 and a second map entitled "Map of Section Two of the Subdivision of Garnet Hill" made by Coulter & McCormack, Licensed Land Surveyors, dated March 2, 1973 shall have a total of not more than eighty (80) single family dwelling buildings, to wit, seventy-seven (77) lots shown on the aforesaid map of which three have previously been subdivided.
 - (b) Sales made by developer prior to the preparation of the "Map of Section One of the Subdivision of Garnet Hill" made by Coulter & McCormack, Licensed Land Surveyors, dated August 31, 1971, to wit, four lots.
 - (c) Premises conveyed by Developer to Big Shanty Associates by deed dated December 5, 1975, recorded December 12,

Princeton Junction, New Jersey page 466
08550

William C. Gundermann and Date; March 27, 1975
Susan L. Gundermann, his wife Rec. April 3, 1975
11 Temple Road Book: 587 of Deeds at
Setauket, New York 11733 Page 837

Edwardo Gonzalez and Date: November 13, 1975
Gladys Gonzalez, his wife Rec.; February 20, 1976
47-42 190th Street Book: 594 of Deeds at
Flushing, New York 11358 page 1012

- (e) Premises conveyed by Developer by deed dated September 23, 1975 and recorded in the Warren County Clerk's Office on February 20, 1976 to Edwin W. Anderson and Edna M. Anderson, his wife, conveys a single lot which premises shall not be further subdivided and shall be limited to one single family dwelling building subject to the terms of this Declaration.
- (f) In addition to the lots hereinabove described in subparagraphs a, b, c, d and e of this Article developer covenants for himself, his heirs, successors and/or assigns that not more than sixteen more lots may be conveyed.
- (g) All new subdivision lots in Lot 13, Township Thirteen, Totten & Crossfield's Purchase, East or West of the "Old Farm Road", to wit, the town highway running generally from northeast to southwest across said lot, shall be subject to the following restriction: All such lots shall have at least two hundred feet of frontage on "Old Farm Road", a depth, measured from the centerline of said- road, of at least 400 feet and a building set-back of at least 100 feet measured from the centerline of "Old Farm Road."

ARTICLE IV

GENERAL APPLICATION-COMMON AREAS

SECTION 1 OWNERSHIP. Common Areas are private property and shall remain private property. Declarant's execution and recording of the Plat shall not be construed as a dedication to the public of any of the Common Areas.

SECTION 2 MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provision of Section 4 of this Article, every member shall have a right and easement of enjoyment in and to the Common Areas and this easement shall be appurtenant to and shall pass with the title to every Lot.

SECTION 3 TITLE TO COMMON AREAS. Developer hereby covenants for itself, its successors and assigns, that it will convey to the Association, by Covenant against Grantor Deed, fee title to the Common Areas described in Exhibit "B", copy of which is attached hereto.

SECTION 4 EXTENT OF MEMBERS' EASEMENTS. The rights and easements created hereby shall be subject to the following;

- (a) The right of the Association to suspend the right to use of the Common Areas and all facilities by an owner for any period during which any assessment against the owner's Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations but in no event shall any suspension preclude ingress and egress by the owner to and from the owner's dwelling or Lot.
- (b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for the purpose and subject to the conditions as may be agreed to by the Members, provided that no dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument, signed by Members entitled to cast two-thirds of the votes of membership has been recorded, agreeing to the dedication, transfer, purpose or condition, and unless written notice of the proposed action is sent to every Member at least sixty days in advance of any action taken.
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas.

- (d) The right of the Association to take all legal actions as are reasonably necessary to protect the above described areas against foreclosure.

SECTION 5 DELEGATION OF USE. Any Member may delegate, in accordance with the By-laws, his right to enjoyment to the Common Areas and facilities to the members of his family, house-guests, his tenants, or contract purchasers who reside on the property.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1 MEMBERSHIP. Every person who is a record Owner (as defined in Article I) of any Lot which by this Declaration is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

SECTION 2 VOTING RIGHTS. All Members, except Developer, shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section I of Article V. When more than one person holds an interest or interests in any Lot, all of said persons shall be Members and the vote for the Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any of said Lots. The lodge (Log House) shall be entitled to five (5) votes notwithstanding that it is owned by Developer. Should Developer add "motel type" rooms to the present lodge facility Developer shall be entitled to the following additional votes:

New motel type rooms	Vote
0-5	1
6-10	2
11-14	3

The premises conveyed by Developer to Big Shanty Associates by deed dated December 5, 1975, recorded December 12, 1975 in Liber 593 cp 310 conveying premises known as "Big Shanty" shall be entitled to two votes. When a purchaser of an individual Lot takes title thereto from the Developer, his successors and/or assigns, the purchaser becomes a Member. All lots and/or building sites owned by Developer and improved by cottages or homes and which are occupied by Developer, his family, guests and/or tenants shall be entitled to one (1) vote.

ARTICLE VI

ASSESSMENTS

SECTION 1 The Association, at its sole cost and expense, shall operate and maintain the Common Areas and provide the requisite services in connection therewith.

SECTION 2 AMOUNT AND PAYMENT OF ANNUAL ASSESSMENT. The Association shall at all times fix the aggregate annual assessment for all the Properties at an amount sufficient to pay the costs of maintaining and operating the Common Areas.

SECTION 2A ASSESSMENTS. The Lot owners shall pay proportionate amounts toward the yearly budget as follows:

- (1) For any lot improved by a single family residence and owned by a lot owner other than the Developer, the owner thereof shall pay two "assessment units" toward the budget.
- (2) For each lot not improved by a single family dwelling and owned by someone other than the Developer, the owner thereof shall pay one "assessment unit" toward the budget.
- (3) All lots and/or building sites owned by Developer and improved by cottages or homes and which are occupied by Developer, his family, guests and/or tenants. Developer shall pay two "assessment units" toward the budget.
- (4) The "lodge or commercial facility" shall count as five improved lots not owned by Developer, to wit, the owner thereof shall pay ten "assessment units" toward the budget.
- (4B) Should Developer add "motel type" rooms to the present lodge facility. Developer shall pay additional assessment units as follows:

New motel type rooms	Additional assessment units
0-5	2
6-10	4
11-14	6

- (5) Premises conveyed by Developer to Big Shanty Associates by deed dated December 5, 1975, recorded December 12, 1975, in Liber 593 cp 310 conveying premises known as "Big Shanty" shall count as two improved lots not owned by Developer, to wit, the owner thereof shall pay four "assessment units" toward the budget.

SECTION 2B To determine whether a parcel of land is owned by Developer or another, whether it is improved by a single family residence or by cottages or homes occupied by Developer, his family, guests and/or tenants, the status date to determine same shall be January 1st of each year.

SECTION 3 EFFECT OF NON-PAYMENT OF ASSESSMENT. If any assessment is not paid on the date when due, then said assessment shall be deemed delinquent and shall, together with the interest thereon and cost of collection thereof as are here-in after provided, continue as a lien on the Lot which shall bind said Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay said assessment, however, shall remain the Owner's personal obligation and shall also be assumed by the Owner's successors in title.

SECTION 4 If the assessment is not paid within thirty (30) days after the date on which it became due and payable the assessment shall be delinquent. If the assessment is not paid within thirty (30) days after the date on which it became due and payable the assessment shall *a late fee or* include interest at the maximum rate permitted by law (New York General Obligations Law Sec. 5-501) from the date the assessment became due to the date of payment thereof; and the Association may bring legal action/ to recover the entire balance of the annual or special assessment then due (together with penalties, interest, reasonable attorney's fees and costs of the action, against the Owner personally obligated to pay the same and may enforce the lien therefore against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

SECTION 5 SPECIAL ASSESSMENTS. In addition to the annual assessments set forth in Section 2 of this Article, the Association may fix special assessments for additions, capital improvements and/or capital repairs, provided, however, that no special assessments shall be fixed except upon the affirmative vote of at least seventy-five per cent (75%) of the Membership. Any expenditure for additions, capital improvements and/or capital repairs in any amount of less than \$3,000.00 per year shall not be treated as a special assessment and shall be considered a portion of the yearly budget, which yearly budget will be approved pursuant to the rules and regulations of the Association.

ARTICLE VII

ASSOCIATION

The Association has been created as a not-for-profit corporation. The By-laws of the Association are annexed hereto and as such are made an integral part hereof. The said By-laws should be read as an integral part of this Declaration.

ARTICLE VIII

REMEDIES

SECTION 1 ENFORCEMENT. Declarant and each person to whose benefit this Declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the Court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

SECTION 2 CUMULATIVE REMEDIES. The remedies herein specified are cumulative, and the specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of the aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation

ARTICLE IX

GRANTEES' ACCEPTANCE SUBJECT TO DECLARATION

Each grantee or purchaser of a Lot, by acceptance of a deed conveying title thereto, whether from Declarant or a subsequent Owner of such Lot shall accept such deed or contract upon and subject to all provisions of this Declaration and subject to the jurisdiction, rights, powers, privileges and immunities of Declarant, and the Association and shall agree to pay the charges levied against his Lot by the Association. By such acceptance, such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and the grantee or purchaser of each other Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

ARTICLE X

SEVERABILITY

Every provision of this Declaration is hereby declared to be independent of, and severable from, every other provision of this Declaration. If any such provision shall be held to

be invalid or unenforceable, or not to run with the land, that holding shall be without effect upon the validity, enforceability or running of any other provision of this Declaration.

ARTICLE XI

CAPTIONS

All captions of this Declaration are for convenience only and so not in any way limit or amplify the provisions hereof.

ARTICLE XII

TERM OF AMENDMENT

The provisions of this Declaration are intended to create mutual real or predial servitudes upon each of the said Lots and as such affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development unless an instrument signed by seventy-five per cent (75%) of the then record Owners of all Lots including Lots owned and/or permitted Developer under Article III, Section 2 agreeing to change the provisions hereof in whole or in part which instrument shall be recorded in the Office of the County Clerk of Warren County, New York. For the purpose of this Article the lodge building shall count as five (5) lots and premises conveyed by Developer to Big Shanty Associates by deed dated December 5, 1975, recorded December 12, 1975 in Liber 593 cp 310 conveying premises known as "Big Shanty" shall count as two lots. Should Developer add "Motel Type" rooms to the present lodge facility, the lodge building will count as six, seven or eight lots as follows:

New motel type rooms	Lots
0-5	6
6-10	7
11-14	8

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the _____ day of _____, 1977.

PAUL M. Cormack

d/b/a Garnet Hill Co.

STATE OF NEW YORK
COUNTY OF WARREN

On this _____, day of _____, Nineteen Hundred and Seventy-seven before me, the subscriber, personally appeared PAUL M. CORMACK to me personally known and known to me to be the same person described in and who executed the within Instrument and he acknowledged to me that he executed the same.

Notary Public