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MATINECOCK FARMS PROPERTY OWNERS'
ASSOCIATION

DECLARATION OF COVENANTS AND
RESTRICTIONS

Record and Return to:

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Dated: October 13, 2024

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Amended Declaration of Covenants and Restrictions made this 13th day of October 2024 by MATINECOCK FARMS PROPERTY OWNERS ASSOCIATION, INC., a New York Not-For-Profit Corporation having an office at Glen Cove, New York 11542, hereinafter the 2024 Amended Declaration.

WHEREAS, on August 22, 1983 Matinecock Farms Associates, a New York Limited Partnership with offices in Greenvale, New York 11548 (P.O. Box 260), owner and initial developer of approximately 40 acres of land, now known as Matinecock Farms, located partially within the City of Glen Cove and partially within the Incorporated Village of Matinecock, filed a Declaration of Covenants and Restrictions which was recorded at Liber 9521, page 261, at the Nassau County Clerk's Office (hereinafter "1983-Declaration"); and

WHEREAS, on November 28, 1983 Matinecock Farms Associates filed a map entitled "*Map of Matinecock Farms at City of Glen Cove & Inc. Village of Matinecock, Nassau County, N.Y.*," Map Number 9047, depicting the initial lots included within the subdivision of Matinecock Farms, a copy of which is attached as Exhibit A; and

WHEREAS, subsequently, three additional parcels, Lots 499, 500 and 503 in Section 23, Block H on the Nassau County Land & Tax Map (*formerly Section 23, Block H, Lot 491*), were added to Matinecock Farms by Declaration dated January 23, 1986 and recorded at Liber 9722, page 734 in the Nassau County Clerk's office; these three lots are depicted on the map entitled "*Map of Property at City of Glen Cove, Nassau County, N.Y.*," last dated 5/29/87, a copy of which is attached as Exhibit B; and

WHEREAS, in order to reflect and identify all lots now included within the subdivision of Matinecock Farms listed on Schedule A, a composite map entitled "*Composite Map of Properties on a Certain Map Entitled 'Map of Matinecock Farms...'*" prepared by Northcoast Civil, L.S. & P.E. and last dated February 2, 2022, was prepared, a copy of which is attached as Exhibit C and herein after referred to as ("Matinecock Farms Map"); and

WHEREAS, Matinecock Farms Associates determined that its objectives of owning, maintaining, and administering the Matinecock Farms development, and all that is related to it, would be best achieved by creating an association that would oversee and ensure that the future development followed and adhered to the founding principles of a single family, owner-occupied community that was designed to provide a country environment of modest-sized homes for quiet community living that retains privacy and open space for its members; and

WHEREAS, Matinecock Farms Associates, under Section 402 of the Not-For-Profit Corporation Law of New York State, incorporated the MATINECOCK FARMS PROPERTY OWNERS ASSOCIATION, INC. (hereafter "ASSOCIATION"), a New York Not-For-Profit Corporation and transferred all rights, duties, and obligations under the 1983-Declaration to the ASSOCIATION; and

WHEREAS, over the years, with the sale of homes and the change in ASSOCIATION membership, the Board of Directors believes that the preservation of the original Matinecock Farms concept be reviewed and strengthened, so that current and future owners will be able to enjoy the benefits of Matinecock Farms in a way that the founders envisioned, and

WHEREAS, the 1983-Declaration was amended in 1987, 1989, 2004 and 2008 pursuant to Article XII, Section 3, "Amendment;" and

WHEREAS, the Board of Directors of the ASSOCIATION in October 2023, at a duly held meeting of the ASSOCIATION recommended that the 1983-Declaration, *as last amended in 2008*, be further amended; and

WHEREAS, at the October 13, 2024 annual meeting of the members of the ASSOCIATION, which was duly noticed and held, the members, by a two-thirds (2/3) majority, duly voted to amend the 1983-Declaration as set forth below herein after referred to as the "2024 Amended Declaration"; and

WHEREAS, it is the intention that all property conveyed, transferred, or owned subject to the 1983-Declaration (*as amended*) will now be subject to this 2024 Amended Declaration, which shall supersede and replace the prior 1983-Declaration (As amended), but will continue all rights, obligations and burdens therefrom, as hereafter modified;

NOW, THEREFORE, the ASSOCIATION declares that effective October 13, 2024 all ASSOCIATION lands and all lots within Matinecock Farms as listed on Schedule A, shall be held, transferred, sold, conveyed and occupied subject to the 2024-Declaration and including all of its terms, conditions, covenants, restrictions, easements, charges and liens as hereinafter set forth.

ARTICLE I – Definitions

Section 1. The following words when used in this Declaration shall have the following meanings:

(a) “Accessory structures” - structures and equipment accessory to the main dwelling, including but not limited to, air conditioning equipment (*including window units*), attached porch, mailbox, exterior lighting, exterior shade or awning, fence, flag pole, gate, generator, inground swimming pool, ornamental garden structure (*other than statuary*), outdoor fireplaces, firepits and grills, patio or deck, playground/play equipment, realignment of driveway, spa/hot tub, storage building (including prefab storage structures), sports court, trellis, utility equipment and utility meter, wall, and other similar structures;

(b) Attached house – single family dwelling physically attached to an adjacent dwelling as listed on Schedule B;

(c) Association – the Matinecock Farms Property Owners Association.

(d) Board or Board of Directors – the Board of Directors of the Matinecock Farms Property Owners Association.

(e) Detached house – independent single-family dwelling as listed on Schedule C;

(f) Declaration of Covenants and Restrictions – this 2024 Amended Declaration and all past and future Declarations of Covenants and Restrictions.

(g) Dwelling – single family residential unit which shall include either an attached house or DETACHED HOUSE.

(h) Lot – an improved or unimproved parcel in Matinecock Farms;

(i) Member – Owner or as defined under Article II, Section 1;

(j) Owner – the record title holder of a Unit, whether one or more persons or entity, of the fee simple interest to any lot listed on Schedule A. Owner shall not be a mortgagee or lienor, unless approved by the BOARD OF DIRECTORS;

(k) Rules and Regulations – all duly adopted Rules & Regulations promulgated by or for the Architectural Review or Landscape Review Committees and the BOARD OF DIRECTORS as permitted herein.

(l) Tenant – any occupant who pays rent and who is not a member, guest of a member or a family member of the occupant member. The tenant shall be the person or persons financially obligated under the lease.

(m) Unit - a parcel of land and all improvements thereon as listed on Schedule A, "Matinecock Farms Lots. A unit shall also be deemed a "Lot" as defined herein;"

ARTICLE II - Membership and Voting Rights in the Association

Section 1. Membership.

Every person, partnership, corporation or other legal entity authorized to hold real property, who or which is a record OWNER of fee title to any UNIT within MATINECOCK FARMS shall be deemed an OWNER. All OWNERS must disclose their full identity and provide current and updated contact information to the ASSOCIATION. If a partnership, corporation, or other legal entity authorized to hold real property is an OWNER, then all principals, or any party having interest in the ownership entity, must disclose their personal identity, ownership interest and provide current and updated contact information to the ASSOCIATION and if requested, Corporation documentation.

All individual OWNERS of a UNIT within MATINECOCK FARMS shall be recognized as a MEMBER of the ASSOCIATION. However, each UNIT shall have only one vote on all

ASSOCIATION matters, including assessments, liens and amending ASSOCIATION'S corporate operating documents. If the OWNER of a UNIT within MATINECOCK FARMS is other than an Individual, then the entity shall designate in writing a specific individual to vote as a MEMBER on all Association matters, including assessments, liens and amending Associations corporation operating documents. This designation shall remain in full force and effect until revoked in writing by the OWNER, or by the BOARD OF DIRECTORS for just cause.

Section 2. Voting Rights.

For each UNIT there shall be only one vote on all ASSOCIATION matters. If a UNIT has more than one MEMBER there shall be only one vote cast for that UNIT, provided that vote is approved by all MEMBERS of that UNIT.

Section 3. Multiple Unit Ownership.

Multiple UNIT ownership in MATINECOCK FARMS is prohibited. No one, whether as an individual, principal or having ownership interest in a UNIT through or under a legal entity holding legal title to a UNIT, may own or have any ownership interest in more than one UNIT in MATINECOCK FARMS. A UNIT OWNER may make application to the BOARD OF DIRECTORS to permit the ownership of more than one UNIT for a limited time to be determined by the BOARD on a case-by-case basis and only under facts that are unique and rare and will not have any precedential impact.

Section 4. Transfer of Ownership.

Prior to entering into a contract of sale to transfer title to a UNIT, the OWNER shall deliver to the potential purchaser a full copy of the ASSOCIATION'S current DECLARATION OF COVENANTS AND RESTRICTIONS, along with the ASSOCIATION'S current RULES AND REGULATIONS. Any OWNER transferring or conveying ownership of any UNIT shall provide written notice of the transfer or conveyance to the BOARD OF DIRECTORS, setting forth the date of transfer and the name and address of the new owner and confirming the delivery to the purchaser of the current DECLARATION OF COVENANTS AND RESTRICTIONS, along with the

ASSOCIATION'S current RULES AND REGULATIONS. All new OWNERS shall provide their contact information to the ASSOCIATION and an acknowledgement that they have been provided and have read the current DECLARATION OF COVENANTS AND RESTRICTIONS, along with the ASSOCIATION'S current RULES AND REGULATIONS and agree during their ownership of the UNIT to abide by all terms and conditions herein and therein.

ARTICLE III - Matinecock Farms Easements

Section 1. Continuation of current Matinecock Farms Easements.

All easements of record that are currently in force and effect for MATINECOCK FARMS shall continue and remain in full force and effect for the benefit of each UNIT and UNIT OWNER and such Easements shall pass with title to each UNIT.

Section 2. Access easement – Limitation on Use.

An easement for vehicular and pedestrian ingress and egress to each UNIT (including the installation, maintenance and repair of utility services servicing for all units) is and shall continue in full force and effect over all streets owned by the ASSOCIATION as shown on Exhibit C. This access easement shall permit passage and re-passage to and from Duck Pond Road for all UNITS, their occupants, guests, family, friends and invitees. This access easement shall also benefit one additional parcel of land known and designated as Section 23, Block 69, Lot 60 on the Nassau County Land and Tax Map, provided that Lot 60 is improved and occupied with only one (1) single family residence. Lot 60 shall not be deemed to be part of or a MEMBER of the ASSOCIATION and will have no rights under this Declaration other than limited access over Matinecock Farms Road to Duck Pond Road.

No easements are conferred under this document to any UNIT or MEMBER to enter upon or over UNITS of another OWNER. No UNIT or its UNIT OWNER, or any MEMBER or tenant shall have any right to enter or go upon any lands owned by the ASSOCIATION, except for ASSOCIATION roads, unless specifically permitted from time to time by the ASSOCIATION.

Section 3. Emergency access easement.

A 20-foot-wide emergency access easement is established as shown on Exhibit A as "Emergency Access Easement" and is more particularly described on Schedule D. This Emergency Access Easement is only intended to be used in emergency situations for first responders to provide a secondary means of ingress and egress to and from Duck Pond Road to the ASSOCIATION roads.

This emergency easement shall inure to the benefit of the ASSOCIATION, and the City of Glen Cove.

The terms of this Emergency Access Easement are as follows:

(a) No building or other structure of any kind shall now, or in the future, be erected in, on, over or under the Emergency Access Easement area by any UNIT OWNER. The installation of water mains and underground utility services may be installed in the future or repairs to existing utilities allowed, provided it is with the BOARD OF DIRECTORS prior written permission. After notice to the UNIT OWNER of the violation and failing to timely remedy the violation, any building or structure constructed or erected by a UNIT OWNER in violation of this Emergency Access Easement will be removed by the ASSOCIATION and the easement restored to its original condition, all at the UNIT OWNER expense, which shall include all cost incurred by the Association including reasonable attorney fees. Unpaid expenses shall be added to the UNIT OWNER'S annual assessment.

(b) No obstruction of any kind including obstructions caused by changes of grade shall be permitted within the Emergency Access Easement area.

(c) An emergency access gate, acceptable to the Glen Cove Fire Department shall be installed and maintained by the ASSOCIATION at the Duck Pond Road entrance.

Section 4. Storm Water Management - Drainage Reserve Areas (DRA) and Drainage Easements.

Matinecock Farms storm water management involves both drainage easements that provide for the unimpeded flow of storm water and Drainage Reserve Areas (DRA), which serve for the temporary containment of storm water runoff (collectively "Storm Water Drainage Easements"). Drainage Easements and DRAs have been established and located as shown on Exhibit A and designated with the notation "DRA's" or "Drainage Easements." These easements are more particularly described in Schedule E ("*Drainage Easements*").

The Storm Water Drainage Easements are for the benefit of all UNIT OWNERS of the ASSOCIATION and the City of Glen Cove.

The terms of Storm Water Drainage Easements are as follows:

(a) No building or other structure of any kind shall now or in the future be erected in, on or under said drainage easement areas, except for the installation of water mains and utility services, if required. Any building or structure constructed or erected by a UNIT OWNER or permitted or allowed to be constructed or erected by a UNIT OWNER in violation of a Storm Water Drainage Easement, after notice to the UNIT OWNER of the violation and failing to timely remedy the violation will be removed by the ASSOCIATION and the easement area restored to its original condition, all at the UNIT OWNER'S expense, which shall include all costs incurred by the ASSOCIATION for reasonable attorney fees. Unpaid expenses shall be added to the UNIT OWNER'S annual assessment.

(b) The natural state of a Drainage Easement or DRA shall not be disturbed by changes of grade, destruction of vegetation or planting of any materials which would impede the natural flow of the surface waters. Any disruption of the natural elements of a Drainage Easement or DRA by a UNIT OWNER, or permitted or allowed by a UNIT OWNER, will be removed by the ASSOCIATION and the easement area restored to its original condition, all at the UNIT OWNER'S expense, which shall include all costs incurred by the ASSOCIATION for reasonable attorney fees. Unpaid expenses shall be added to the UNIT OWNER'S annual assessment.

(c) All maintenance of Drainage Easements, including drainage facilities and structures within or associated with the Easement shall be the responsibility of the ASSOCIATION, whether such Drainage Easement is located in a common area and or within a Lot.

ARTICLE IV - Financial Obligations of Unit Owner - Assessments

Section 1. Annual Assessment.

The Annual Assessment levied by the ASSOCIATION shall be used for the purposes of promoting the welfare and safety of the OWNERS; the betterment of the community; the maintenance and improvement of the ASSOCIATION roads, property and improvements; the payment of real estate taxes and assessments on ASSOCIATION property; insurance premiums; and the cost of labor, services, equipment and materials to accomplish the above.

(a) The Annual Assessment shall be levied on all UNITS by the BOARD OF DIRECTORS for the period commencing January 1st to December 31st of each year. Once fixed and levied the Annual Assessment shall be due and payable by the OWNER of each UNIT assessed. The BOARD OF DIRECTORS, at a meeting of the MEMBERS, shall propose the Annual Assessment for the coming year. The Annual Assessment shall be set and levied on all UNITS, upon the vote of a majority of the BOARD OF DIRECTORS. Any UNIT owned by the ASSOCIATION shall be exempt from all assessments.

(b) The notice of the meeting setting the Annual Assessment shall be mailed to each record UNIT OWNER, by US mail or electronically sent, at least 20 days before the scheduled meeting date.

(c) The Annual Assessment shall be fixed prior to November 1 of each year preceding the assessment year. If the Annual Assessment is not set by November 1 for the coming year, the Annual Assessment then in effect shall continue until a new Annual Assessment is approved. The Annual Assessment amount fixed for each UNIT shall be equal in dollar value to the Annual Assessment amount fixed for all other UNITS.

(d) Once fixed and levied by the BOARD OF DIRECTORS, on December 1 the Annual Assessment shall be deemed assessed and a lien on each assessed UNIT for the upcoming assessment year. The assessment lien shall be for the full Annual Assessment amount. The Annual Assessment is due and payable, in two equal installments during the assessment year. The first installment on or before January 15 and the second installment will be due on or before July 15.

Section 2. Special Assessment.

The BOARD OF DIRECTORS of the ASSOCIATION may at any time approve the imposition of a special assessment for all or certain designated UNITS. The purpose of a Special Assessment shall include, but not be limited to recurring capital assessments, one-time, non-recurring capital expenses, and unforeseen or unbudgeted major expenditures. A Special Assessment may be fixed and levied by the majority vote of the BOARD OF DIRECTORS. All provisions applicable to the Annual Assessment shall apply to a Special Assessment, except the notice timeframe may be adjusted for emergency situations and the Special Assessment due and payable date shall be as set by BOARD OF DIRECTORS for the UNIT OWNERS.

Section 3. Violation Assessments.

If a UNIT OWNER fails to comply with or violates or permits or allows a violation of any of the provisions of this DECLARATION OF COVENANTS AND RESTRICTIONS, the RULES AND REGULATIONS of the ASSOCIATION, the conditions of an ARC or LRC Approval, or the directives of the BOARD OF DIRECTORS, or allows or permits anyone to violate any of the foregoing, the UNIT OWNER shall be subject to the imposition of a Violation Assessment or Assessments depending on the facts of the violation. Before the BOARD OF DIRECTORS may assess a Violation Assessment to a UNIT OWNER, written notice of the alleged violation and details supporting the charge or charges, must be mailed by certified return receipt requested to the UNIT OWNER. The UNIT OWNER has seven days to respond in writing either to provide evidence that there was no violation or violations as charged, or to comply with the corrective action proposed by

the BOARD OF DIRECTORS within the designated period of time set forth in the notice of violation. The BOARD OF DIRECTORS shall render its determination in writing and supporting its finding that a violation or violations occurred and the Violation Assessment to be levied.

(a) A Violation Assessment may be assessed for a single event, or weekly for a continuing violation for the entire period that a violation exists, continues, is allowed, or permitted to continue. Violation Assessments shall be cumulative.

(b) Violation Assessments shall be as follows:

Single Violation, or a weekly Charge for the first 7 days a violation continues-	\$750.00/week
Weekly Charge for a violation that continues for an additional 7 days-	\$1,500.00/week
Weekly Charge for a violation that continues after 14 days - Until remedied	\$2,250.00/week
Weekly Charge for a violation that continues after 21 days – until remedied:	\$3,000.00/week.

(c) A violation of two or more provisions of the ASSOCIATION'S covenants and restrictions or conditions imposed by the ARC and LRC. or the Directive of the BOARD OF DIRECTORS shall be deemed separate and distinct violations for which separate Assessment can be levied.

(d) The total amount of a Violation Assessment levied under this Covenant and Restriction shall be an additional and separate assessment and a continuing enforceable lien on the UNIT, regardless of all subsequent interests conveyed or created. This assessment is a personal obligation of a UNIT OWNER to pay until paid in full. Notwithstanding, an unpaid assessment shall remain a lien on the UNIT for all subsequent owners. The BOARD OF DIRECTORS shall have the authority (but no obligation) to notify any party with an interest in the UNIT of such non-compliance and the assessment of such charges.

(e) The BOARD OF DIRECTORS, in its sole discretion, has the authority to reduce or remove a Violation Assessment that has been levied upon a finding of undue hardship or other extenuating circumstances.

(f) The BOARD OF DIRECTORS shall have the option, at its sole discretion, to disclose the identity of any UNIT or UNIT OWNER who is delinquent in the full and timely payment of any unpaid levied assessment or charges noted above.

Section 4. Delinquent Assessments.

Annual, Special or Violation Assessment payments not received by the ASSOCIATION by the due date shall be deemed delinquent. Delinquent Assessment payments shall accrue interest at the rate of 1 1/2% per month, compounded, on the amount of the unpaid Assessment. Interest will continue to accrue, from the date such installment payment is due until paid in full.

(a) The total amount of all delinquent Assessment payments, including accrued interest, as computed above, in addition to all costs of collection, including the ASSOCIATION reasonable attorney fees shall be a continuing enforceable lien on the UNIT and the personal obligation of a UNIT OWNER, regardless of all subsequent property interests conveyed or created. The personal obligation of a UNIT OWNER to make payment as of the lien date shall not be transferred but shall continue as a personal obligation of the record owner as of the lien date until paid in full. The unpaid Assessment, including interest and all collection costs, shall remain a lien on the property and is the obligation on the UNIT for all subsequent owners. At the election of the BOARD OF DIRECTORS, the UNIT OWNER'S personal obligation may be enforced in accordance with the statutes and practice of the State of New York. Alternatively, the BOARD OF DIRECTORS may enforce a UNIT Lien in accordance with and under foreclosure statutes and practice of the State of New York.

ARTICLE V - Property Transfer Fee

Section 1. Property Transfer Fee.

On the transfer of title of any UNIT, a fee, in the amount which shall be set from time to time by the ASSOCIATION, shall be due and payable by the new UNIT OWNER at closing. A transfer shall include any sale, conveyance, or gift, except to a grantee who is a spouse, child, or grandchild of a MEMBER, or to a trustee for the benefit of a MEMBER or a MEMBER'S spouse, child or

grandchild. A devise of the current OWNER shall not be deemed a transfer for purposes of this Section. Payment of a property transfer fee is in addition to all other assessments and fees imposed by the ASSOCIATION.

ARTICLE VI - Landscape and Architectural Review

Section 1. Preservation of Matinecock Farms Concept - Committees.

The ASSOCIATION recognizes that Matinecock Farms was conceived, designed, and constructed to provide a country environment of modest size owner-occupied homes for quiet community living that would retain privacy, conformity of architectural style, appearance, size, scale and proportions that is to be enjoyed by its MEMBERS in an open space environment. To attain and maintain this concept of community, the ASSOCIATION established an Architectural Review Committee ("ARC") and a Landscape Review Committee ("LRC") to ensure that future MEMBERS of Matinecock Farms are mindful of their responsibility to adhere to this initial development concept with their future architectural projects to their UNIT and the development of their landscaping. These Committees have been charged with preserving and protecting the future development of Matinecock Farms by ensuring adherence with the conformity of architectural style, appearance, size, scale and proportions based upon the original conceived and planned community. Accordingly, the ASSOCIATION has determined that the best way to achieve and retain the integrity of Matinecock Farms for future generations is to establish guidelines and directives to assist these committees in performing their duties of oversight of future development, while meeting their responsibility to retain the character and essence of Matinecock Farms. These guidelines and directions shall be set by a majority vote of the members of the respective committee at a meeting. In addition, the ARC or LRC may retain one or more professionals to advise and assist the Committee in connection with its review, monitoring and enforcement process, the cost of which shall be paid by the applicant. The cost of such professional services shall become a lien against the lot on which the services were sought.

If deemed required a deposit to cover administrative expenses including professional fees may be required. The amount shall be determined by the BOARD OF DIRECTORS in its sole

discretion. The deposit may be used to compensate professionals including, but not limited to architects, landscape architects and attorneys who may be consulted in conjunction with the ARC/LRC's review of the proposed work.

All MEMBERS are advised that any new construction to any UNIT that enlarges or replaces an existing DWELLING or structure or alters or modifies an existing DWELLING or structures in such a manner that substantially changes the architectural style, appearance, size, scale and proportions of the original UNIT is prohibited. Construction that creates or converts an existing DWELLING into a multiple family DWELLING, creates multiple kitchens in a UNIT, or provides for the construction of interior walls that create separate living areas from the original DWELLING or provides for separate entries are strictly prohibited. Only those repairs, alterations, additions and other construction as provided in this Article which receive all Committee approvals shall be permitted. All other repairs, alterations, additions or construction to any DWELLING or ACCESSORY STRUCTURE within Matinecock Farms shall be strictly prohibited and will be removed at the UNIT OWNER'S sole expense.

All MEMBERS receiving Committee approval for new construction and landscaping are responsible to be in full compliance with the provisions of the approval and any conditions thereto, along with all other RULES AND REGULATIONS of the ASSOCIATION and this DECLARATION OF COVENANTS AND RESTRICTIONS. **All committee approvals must be first obtained before applying to the City of Glen Cove for a building permit.**

Section 2. Architectural Review Committee ("ARC").

The ARC shall have exclusive jurisdiction in the ASSOCIATION over all exterior construction, alteration and repairs of all DWELLING UNITS and all other exterior structures.

The ARC shall consist of five members appointed by the BOARD OF DIRECTORS of the ASSOCIATION. One of the members shall be appointed by the BOARD OF DIRECTORS as Chairperson of the Committee. Three members shall constitute a quorum of the committee. ARC

shall act by a majority vote of those present at a meeting. The BOARD OF DIRECTORS may adopt and from time to time amend procedural rules, regulations, fees, guidelines and directives for the ARC to process, review, consider and decide application in accordance with the objective set forth above.

Section 3. Permitted Construction.

The following are the only types of construction a UNIT OWNER is permitted to perform on any DWELLING UNIT or ACCESSORY STRUCTURE:

- (a) "Repair"- construction that is limited to only restoring a structure to its prior condition. Repairs can be made only with equivalent materials. Repairs will not be permitted to enlarge or alter the current design, footprint, size, proportion, or symmetry of the structure, or change its location or orientation on the UNIT.
- (b) "Alteration"- construction which involves structural changes to a structure provided that all work is within the same footprint and does not enlarge or alter the current size, proportion, and symmetry of the structure. Alterations include converting storage space into habitable space, except the conversion of any garage or any portion of any garage into habitable space is strictly prohibited.
- (c) "Addition"- construction which involves structural changes to a structure that enlarges the current footprint, size or proportion of the exterior of the structure will only be permitted with the prior approval of the BOARD OF DIRECTORS. In order to allow the proposed addition, the BOARD OF DIRECTORS, in its sole discretion, must find that the construction is in keeping with the proportion, size and design of the original structure and is in harmony with and will not have an adverse impact on the other homes in Matinecock Farms, and

further preserves the original concept and character of Matinecock Farms.

- (d) "Construction of a new dwelling" - an existing DWELLING may not be removed, and a new DWELLING constructed, without the prior approval of the BOARD OF DIRECTORS. In order to allow an existing DWELLING to be removed, the BOARD OF DIRECTORS, in its sole discretion, must find that the existing DWELLING is structurally unsafe or otherwise uninhabitable, including as a result of a health hazard, fire, act of God or other condition. In order to allow a new DWELLING to be constructed, the BOARD OF DIRECTORS' approval is required. The BOARD OF DIRECTORS, in its sole discretion, may approve a new DWELLING provided it finds that the new DWELLING is of similar design, style, equivalent proportions, elevation, square footage and in the same location as the structure it replaced.

Section 4. Architectural Review Process.

(a) All permitted construction of any UNIT within the ASSOCIATION shall be subject to prior review and approval by the ARC. If construction requires BOARD OF DIRECTORS' approval, that approval must be obtained before the ARC may review the project. All permitted construction must be compatible with the original concept and character of Matinecock Farms set forth herein, this DECLARATION OF COVENANTS AND RESTRICTIONS, along with all rules, regulations and procedural requirements in effect. In its review of the proposed construction plans and building materials, the ARC shall consider the individual characteristics of the DWELLING or structure to be built (including, but not limited to, design, size, proportion, symmetry, compatibility of construction, materials to be used, and location and orientation on the UNIT LOT). The ARC shall consider compatibility of the construction with the parcel, neighboring UNITS within the ASSOCIATION and the architectural style, appearance, size, scale and

proportions based upon the original conceived and planned community of Matinecock Farms. The ARC shall strive to achieve a harmonious blending of new construction with the existing traditional Nantucket architectural style of ASSOCIATION homes. The ARC shall only approve such construction that it finds to be in compliance with the restrictions and requirements herein and in harmony with the design, location and aesthetics of the existing UNIT, neighboring UNITS and the original concept and character of Matinecock Farms.

(b) The decision of the ARC shall be binding, except that the BOARD OF DIRECTORS, in its sole discretion, by a two-thirds vote of the full BOARD, may amend or reverse any decision of the ARC.

Section 5. Landscape Review Committee "LRC".

(a) Powers and Duties of the LRC. Within the ASSOCIATION, the Landscape Review Committee ("LRC") shall have authority over the installation of all new and the maintenance of current landscaping of all UNIT'S front yards and all other outdoor areas of a UNIT that are visible from the street or other UNITS, and all proposed tree removal. No UNIT OWNER shall landscape or permit or allow areas of their UNIT that are within the jurisdiction of the LRC to be landscaped, nor shall any UNIT OWNER remove or allow to be removed any tree or trees on any UNIT without first filing for and obtaining the approval of the LRC. The removal of any tree or trees having a diameter at breast height (DBH) equal to or greater than 4-inches shall also require a permit from the City of Glen Cove which may not be applied for until the UNIT OWNER has secured approval from the LRC to remove the tree or trees. If the City of Glen Cove for any reason modifies the application from what was approved by the LRC, denies the application or otherwise fails to grant the application, the approval by the LRC shall be null and void and of no further force and effect. Landscaping shall include, but not be limited to the altering of the existing design of a UNIT'S property, the adding of exterior architectural elements or ornamental features including statuary, adding or removal of hardscape, the planting of any combination of trees, shrubs, flowers, grass, and other horticultural elements, paving, outdoor lighting, other than lighting attached to the DWELLING, and outdoor areas designed for outdoor congregation. The LRC shall only approve landscaping that is not only compatible with and not adversely impacting the neighboring UNITS,

but enhances, supports and further continues the underpinning of the initial traditional design of Matinecock Farms established by the founders. Invasive plantings as defined by the ARC are prohibited and if planted will be removed at the UNIT OWNER'S expense.

(b) The BOARD OF DIRECTORS may order a UNIT OWNER, at the UNIT OWNER'S sole expense, to remove any landscaping that has been installed, or replace any landscaping that has been removed, without the required LRC approval. The UNIT OWNER, at the UNIT OWNER'S sole expense, shall restore any disturbed area as directed by the LRC to its original condition.

(c) The LRC shall have authority, subject to approval by the BOARD OF DIRECTORS, for the overall design and landscaping of the ASSOCIATION'S common areas.

(d) The BOARD OF DIRECTORS may adopt and from time to time amend procedural rules, regulations, fees, guidelines and directives for the LRC to process, review consider and decide application in accordance with the objective set forth above.

(e) The decision of the LRC shall be binding on the UNIT OWNER, except that the BOARD OF DIRECTORS, in its sole discretion upon a finding of good cause by a two-thirds vote of the full BOARD may overrule, amend or reverse the decision of the LRC.

Section 6. Regulation and Requirements for Construction and Landscaping .

In order to ensure that permitted construction and landscaping within Matinecock Farms is conducted in a manner that will allow for the respective project to reasonably proceed, while not only protecting the ASSOCIATION Roads and infrastructure, but ensuring that the construction or landscaping will have the least adverse impacts on the community and adjoining UNITS, rules, regulation and requirements have been promulgated for all construction and landscaping in Matinecock Farms.

(a) All work must be performed by licensed and insured contractors, under the required permits in addition to ARC and/or LRC approval. The UNIT OWNER and contractor shall indemnify the ASSOCIATION and all its officers and employers from liability, along with providing a liability insurance certificate listing the ASSOCIATION and all its officers and employees as an additional insured. The UNIT OWNER shall pay all ASSOCIATION fees including any impact fees and for major construction, as defined by the ASSOCIATION, a bond to reimburse the ASSOCIATION for any damage to ASSOCIATION property and infrastructures and those other expenses incurred to require compliance with all ASSOCIATION rules, regulations and requirements, which expenses shall include ASSOCIATION'S reasonable attorney's fees.

(b) All work shall only be permitted between the hours of 8:00 am and 5:00 pm Monday through Friday, unless approved by the BOARD OF DIRECTORS in writing. No work shall be done or permitted on Saturdays, Sundays, and federal holidays, except for actual emergency repairs or if written permission is granted by the BOARD OF DIRECTORS. Interior construction is permitted beyond such times as long as the construction is not noticeable or offensive to the surrounding owners. Any work that occurs or is permitted by the UNIT OWNER to occur on prohibited days or outside of the permitted times without BOARD OF DIRECTORS approval will incur a per diem Violation Assessment to the UNIT OWNER for each day the illegal construction occurs or is allowed.

(c) The overnight parking of construction vehicles and equipment and storage of building supplies on ASSOCIATION roads and ASSOCIATION Lands is strictly prohibited. Parking of construction vehicles and equipment and or storage of building supplies on ASSOCIATION roads without approval will incur a per diem Violation Assessment to the UNIT OWNER for each vehicle, equipment or storage of material to be found in violation. The BOARD OF DIRECTORS, on a case-by-case basis, may allow for a temporary exception to be permitted for storage and parking in designated areas. At no time may a construction or landscape vehicle or equipment restrict the flow of traffic on ASSOCIATION roads, without approval of the BOARD OF DIRECTORS.

(d) During construction, the UNIT grounds must be kept in good appearance with grass and hedges trimmed, grounds free of weeds, underbrush, debris, and trash. The street must be kept clean of debris from trucks and construction materials and be passable at all times. The construction site must be limited in area to that which is reasonably required for the project. If directed by the ARC, protective fencing or screening shall be installed around the perimeter of the construction site. Placement of temporary toilets, dumpsters, protective fencing, construction vehicle parking, erosion control measures (including, but not limited to, silt fences), generators, storage "pods" or other containers, and other temporary construction or storage structures must be authorized and the site placement be pre-approved by the BOARD OF DIRECTORS. Dumpsters are required for the storage of site debris and must be emptied on a regular basis. The dumpster must be emptied within 24 hours of debris being visible in the dumpster from the street. At no time shall uncontained debris be stored on the site in excess of 24 hours. Dumpsters may not be left on the property beyond a reasonable period, as determined by the ARC, for the collection and removal of debris.

(e) The Contractor and UNIT OWNER shall be responsible for all cost of repairs or maintenance for damage caused to neighboring UNITS, ASSOCIATION common lands, ASSOCIATION roads, ASSOCIATION property, due to the act or omission of the OWNER or his agents, contractors, or subcontractors. Construction activity or equipment which is not appropriate for the work being performed, or which creates an unreasonable nuisance or unreasonable inconvenience to other neighboring UNITS, or the community is prohibited.

Section 7. Construction or Landscaping commenced without final ARC or LRC approval.

(a) The BOARD OF DIRECTORS, in its sole discretion, may issue a stop work order and notice of Violation to any UNIT OWNER who commences construction, which requires ASSOCIATION final approval, or construction in violation of the ASSOCIATION approval or conditions of approval. A Violation Assessment will be charged to the UNIT OWNER pursuant to Article IV. Violation Assessments shall accrue weekly until there is full compliance with the ASSOCIATION final approval. If construction continues after a stop work notice is given by the ASSOCIATION, Assessment charges shall be tripled until final ARC or LRC approval is granted

and any offending construction or landscaping not receiving final ARC/LRC approval is removed. A building permit issued by the City of Glen Cove does not in any way negate or change the required approvals of the BOARD OF DIRECTORS, ARC or LRC or the conditions specified in those approvals which must be obtained and complied with prior to the commencement of construction.

ARTICLE VII - Upkeep and Maintenance

Section 1. Owner's Responsibility.

Every UNIT OWNER shall maintain the UNIT'S landscaping and the exterior of their DWELLING UNIT and all structures on the UNIT property in good repair and appearance, neat and well maintained. This shall include, but not be limited to, having all damage repaired or replaced, all exterior surfaces properly painted and the landscaping maintained, all of which to be of the same quality and level of other ASSOCIATION UNITS. In addition, the UNIT'S landscaping, DWELLING and all structures must be maintained in compliance with all ARC and LRC approvals. Casualty damage to landscaping, building or structure shall be promptly addressed and repaired.

(a) Each UNIT OWNER is responsible for maintaining the UNIT'S landscaping, which includes not only the UNIT'S property, but also the mowing edging and lawn care of the adjacent shoulder of the ASSOCIATION Road, from the Property line to the curb line, notwithstanding that the shoulder of the road is owned by the ASSOCIATION. The LRC retains total jurisdiction over the shoulder of the road from the property line to the curb line, including the removal, planting and trimming of trees, bushes and plantings.

(b) The BOARD OF DIRECTORS, after written notice served on a UNIT OWNER and the UNIT OWNER for failure to maintain the UNIT'S Landscaping or to maintain or repair the DWELLING, and structures within the timeframe and as defined in the notice may access the UNIT property and the DWELLING or structure of the UNIT as applicable and have the required maintenance, as defined in the notice, performed by a licensed contractor retained by the ASSOCIATION. All expenses incurred to perform the required repairs, including all ASSOCIATION administration expenses, including reasonable attorney fees, shall be levied as an

additional assessment on the UNIT where the work was performed. This assessment shall be deemed a lien on the UNIT where work was performed effective the day the assessment bill is mailed to the UNIT OWNER. Unpaid assessments not received by the ASSOCIATION by the due date shall be deemed delinquent and shall accrue interest at the rate of 1½% per month compounded, on the amount of the unpaid assessment. Interest will continue to accrue from that date until such payment due is paid in full. Such assessment together with accrued interest and the costs of collection shall be a charge against the UNIT assessed and shall constitute a continuing lien against the UNIT until paid in full, subject to foreclosure in accordance with the statutes and practice of the State of New York.

Section 2. Casual Parking and Outdoor Storage.

On all UNITS and ASSOCIATION roads, the overnight outdoor parking or storage of a boat, boat on a trailer, camping trailer, recreational vehicle, house trailer, commercial or construction equipment, or other type of recreational equipment is prohibited. On ASSOCIATION roads, the overnight parking or storage of a motor vehicle, motorcycle, bicycle, or other type of motor vehicle is prohibited. Temporary exceptions for storage or parking may be granted by the BOARD OF DIRECTORS on a case-by-case basis. The ASSOCIATION caretaker's UNIT shall be exempt from the restrictions of this Section.

ARTICLE VIII - Uses of Property

Matinecock Farms was conceived, designed, and constructed to provide a country environment of modest size owner-occupied, single-family DWELLINGS for quiet community living. To preserve that founding principle, no UNIT, DWELLING or structure or any portion thereof, shall be occupied, used or permitted or allowed to be occupied or used for any purpose other than as a single-family residence. A family shall include a group of two people or more (one of whom is the householder) related by birth, marriage, adoption or common bond that reside together and function as a single household unit, and domestic employees whose principal occupation is in service to the family occupying the UNIT. All commercial, business and professional uses of a UNIT, DWELLING or structure are strictly prohibited, including but not limited to, conducting

music lessons, teaching and/or tutoring, along with professional offices for a doctor, lawyer, architect, or other similar professions.

In light of the goal that Matinecock Farms shall remain an owner-occupied, single family residence community, no UNIT may be rented or used in a way where the intent is to create an investment property. Such determination shall be made by the BOARD OF DIRECTORS and shall be based on the facts and circumstances of each situation.

Section 1. Rental of a Unit.

Rental of a UNIT is discouraged and will only be permitted under the following conditions that must be strictly adhered to and will be strictly enforced.

(a) Restrictions on Renting.

- (i) No UNIT OWNER shall advertise, or permit to be advertised, the rental of any UNIT without the prior written approval of the BOARD OF DIRECTORS. No UNIT OWNER shall enter into any rental lease for any UNIT without the prior written approval of the BOARD OF DIRECTORS to the rental of the UNIT, the Tenant and terms of the lease. The BOARD OF DIRECTORS in its sole discretion and provided there is full compliance with all local, state and federal laws, may withhold approval of a rental and/or Tenant. UNIT OWNERS will be allowed a rental one time each calendar year per the restrictions noted below.
- (ii) If requested by the BOARD OF DIRECTORS, a UNIT OWNER is required to have the prospective tenant provide the BOARD with detailed financial and personal information to assist the BOARD in its review process. A prospective tenant,

as part of the approval process, may also be required to be interviewed by the BOARD, either in person or by other acceptable arrangements.

(b) Rental Lease Terms

- (i) All leases for approved rentals are subject to review and approval by the BOARD OF DIRECTORS and are required to contain at a minimum the following terms and conditions:
- a. A minimum term of not less than 30-days and a maximum term of one-year and may include an option to renew for an additional year, provided there is a condition for review and re-approval by the BOARD to assess whether the Tenant was in good standing during the initial term. If there have been violations of the terms of the lease, or of ASSOCIATION RULES AND REGULATION, renewal may be prohibited.
 - b. Guests of the tenant may not live in the rented UNIT for more than one week per month, without the tenant being present.
 - c. No commercial, business or professional use will be permitted or allowed.
 - d. Tenants and their guests may not have pets in the UNIT, unless approved by the BOARD OF DIRECTORS.
 - e. The Lease shall provide that as a condition of approving the rental of the UNIT, the Tenant agrees for the Tenant, Tenant's family members, guest and invitees, that all are subject to and will strictly abide by all ASSOCIATION covenants, restrictions, RULES AND REGULATIONS. Any monetary violation assessments incurred by the

Tenant, Tenant's family members, guest and invitees shall be the joint personal obligation of the Tenant and the UNIT OWNER.

- f. Material and uncorrected violations of the ASSOCIATION'S DECLARATION OF COVENANTS AND RESTRICTIONS, RULES AND REGULATIONS may, upon notice and opportunity to be heard from the Tenant and UNIT OWNER, result in the rescission of BOARD approval of the rental and or Tenant, at which time the UNIT is to be vacated.

Section 2. Conveyances of a Portion of a Unit.

No portion of any UNIT shall be conveyed, whether voluntarily or involuntarily, to another owner without the prior written approval of the BOARD OF DIRECTORS. Two or more UNITS shall not be combined in any way to create a new or additional UNIT.

Section 3. Use regulations.

The BOARD OF DIRECTORS may from time to time adopt and thereafter amend RULES AND REGULATIONS governing the use and enjoyment of a UNIT and its property that apply to all UNITS, OWNERS, family members, guest invitees, workman, and tenants defining and regulating specific activities, behaviors and actions that are deemed a nuisance or annoying pursuant, but not limited to, this Article VIII.

Section 4. Common Lands.

The ASSOCIATION shall maintain all common lands. No recreational use shall be conducted on common lands by the ASSOCIATION or by an OWNER, MEMBER, tenant or their guests or invitees. It is the intent of this restriction to leave common lands open in their natural state, free of all structures such as swimming pools, tennis courts, picnic tables and the like with the exception of the caretaker's UNIT. Planting or the removal of existing trees and shrubs on

ASSOCIATION common lands is prohibited, except with the prior consent and approval of the LRC. All approved plantings installed on common lands shall be deemed owned by the ASSOCIATION.

ARTICLE IX – Insurance

Section 1. Association.

The BOARD OF DIRECTORS of the ASSOCIATION shall maintain liability insurance, to the extent reasonably and commercially available, covering the ASSOCIATION, its Officers, Directors, employees and Committee members against all liability for any negligent act or commission or omission attributable to it, in such amount and subject to such other terms, limits, and exceptions as the BOARD OF DIRECTORS shall determine to be appropriate. The BOARD OF DIRECTORS shall also obtain the following insurance to the extent reasonably and commercially available:

- (a) fire insurance with extended coverage insuring all structures owned by the ASSOCIATION including those on the caretaker's UNIT;
- (b) workers compensation insurance if and as required; and
- (c) Director's and Officer's liability.

All insurance premiums and charges for such coverage shall be paid for by the ASSOCIATION.

Section 2. For Attached Houses.

Each UNIT OWNER of an ATTACHED HOUSE shall obtain and maintain adequate insurance for their UNIT and all improvements which shall insure for full replacement value of all structures and site of their UNIT, with no deductions for depreciation, against loss by fire or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work of their UNIT.

Each mortgagee of an ATTACHED HOUSE will be required to waive rights to apply casualty insurance proceeds to the mortgage indebtedness instead of having the proceeds fully applied to reconstruction and repair of the damaged UNIT.

ARTICLE X - Glen Cove City Ordinance

Section 1. Ordinance.

The City of Glen Cove ("City") ordinance governing the maintenance of the common land, the roads, the caretaker's UNIT, and other common elements and as the same may be amended from time to time ("the ordinance"), is hereby incorporated into this DECLARATION OF COVENANTS AND RESTRICTIONS. The current provision in the ordinance is found at the Code of the City of Glen Cove, Part II, General Legislation, Chapter 280 Zoning, Article XI, Average Density Development, Section 49, Conditions and Limitations (formerly Chapter 30.59, paragraph 14).

Section 2. Failure by Association.

In general, the cited ordinance provision sets forth a procedure to be followed by the City in the event the ASSOCIATION shall fail to maintain the common land, the roads, the caretaker's UNIT or other common elements in reasonable order and condition and in accordance with the standards set forth in City ordinances.

Upon such a failure by the ASSOCIATION, the Director of Public Works of the City may serve notice on the ASSOCIATION or upon the OWNERS setting forth the deficiencies together with a demand that they be cured within 45 days and also the date and place of a hearing that shall be held within 45 days of the notice. Should the deficiency not be corrected, the ordinance then provides that the City may under specified conditions enter the property and provide the required maintenance. The cost of such maintenance shall be assessed ratably against the UNITS; should an OWNER fail to pay, the assessment together with interest shall become a lien against the property and shall be collected in the same manner as other City taxes.

ARTICLE XI - General

Section 1. Duration.

This DECLARATION OF COVENANTS AND RESTRICTIONS shall run with and bind all UNITS and shall inure to the benefit of and be enforceable by the ASSOCIATION and OWNERS.

Section 2. Right to Sell or Mortgage the Caretaker's Unit.

The ASSOCIATION by a vote of three-fourths (3/4) of the MEMBERS at a special meeting specifically called for that purpose may authorize the sale of the caretaker's UNIT or mortgage the same. The consummation of such a sale or mortgage would further require the approval of the City Council of the City of Glen Cove and an amendment of the Certificate of Incorporation.

Section 3. Amendment.

This Declaration may be amended on recommendation of the BOARD OF DIRECTORS at a special meeting of the MEMBERS, duly noticed of the time date and the full text of the amendment proposed and the purpose to be accomplished by said amendment. An affirmative vote of two-thirds (2/3) of the MEMBERS shall be required to approve an amendment, except that a vote of three-fourths (3/4) of the MEMBERS shall be required to authorize sale or mortgage of the caretaker's UNIT.

Section 4. Notices.

When authorized by a UNIT OWNER, MEMBER or tenant, any notice may be delivered by electronic mail to the email address provided to the ASSOCIATION in the authorization. If such authorization has not been provided by a UNIT OWNER, MEMBER or Tenant notice shall be deemed duly given when the notice is mailed in a post-paid envelope delivered to the U.S. Postal Office or U.S. Postal receptacle, addressed to the OWNER, MEMBER or tenant at the address listed on the records of the ASSOCIATION.

Section 5. Enforcement.

If it is determined that this DECLARATION OF COVENANTS AND RESTRICTIONS or the RULES AND REGULATIONS were violated and the offending OWNER, MEMBER or tenant having received prior written notice of the violation and having failed to cure or correct the violation in a timely manner, then that OWNER, MEMBER or tenant shall be responsible for and reimburse the ASSOCIATION for all costs and expenses, including reasonable attorney's fees, incurred in connection with enforcing compliance with this DECLARATION OF COVENANTS AND RESTRICTIONS, which shall be a lien against the LOT on which the violation occurs.


This Declaration may either be enforced by the ASSOCIATION and any OWNER by arbitration, at the sole discretion of the ASSOCIATION. This election shall be dispositive of the enforcement procedure to be followed. If arbitration is not elected by the ASSOCIATION, then either the UNIT OWNER or the ASSOCIATION may proceed with or proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. If proceeding by way of injunction and/or suit for damages or to foreclose any lien created by these covenants; the choice of one remedy shall not be deemed a waiver of any other remedy; the failure of the ASSOCIATION to enforce any covenant or restriction herein shall not be deemed a waiver of the right to do so thereafter.

Section 6. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall have no effect on any other provisions which shall remain in full force and effect.

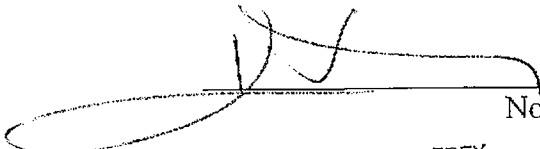
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

MATINECOCK FARMS PROPERTY OWNERS ASSOCIATION, INC.

By: 
Richard P. Dahling, President

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the 7th day of November, in the year Two Thousand Twenty-Four, before me the undersigned, personally appeared RICHARD DAHLING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

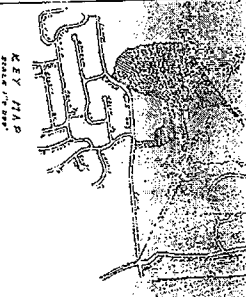
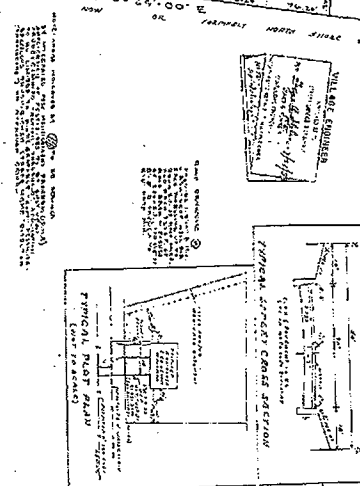
KATHERINE A. FREY
Notary Public, State of New York
No. 01FR6070997
Qualified in Nassau County
Commission Expires March 11, 2024

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Joseph E. Brodhead Jr.
PLANNING & ARCHITECTURE

Sanitary System for this area...
The sanitary system for this area is designed to provide for the disposal of sewage and storm water. It consists of a network of underground pipes and manholes that collect and transport waste to a treatment plant. The system is designed to be efficient and reliable, and to meet all applicable health and safety codes.



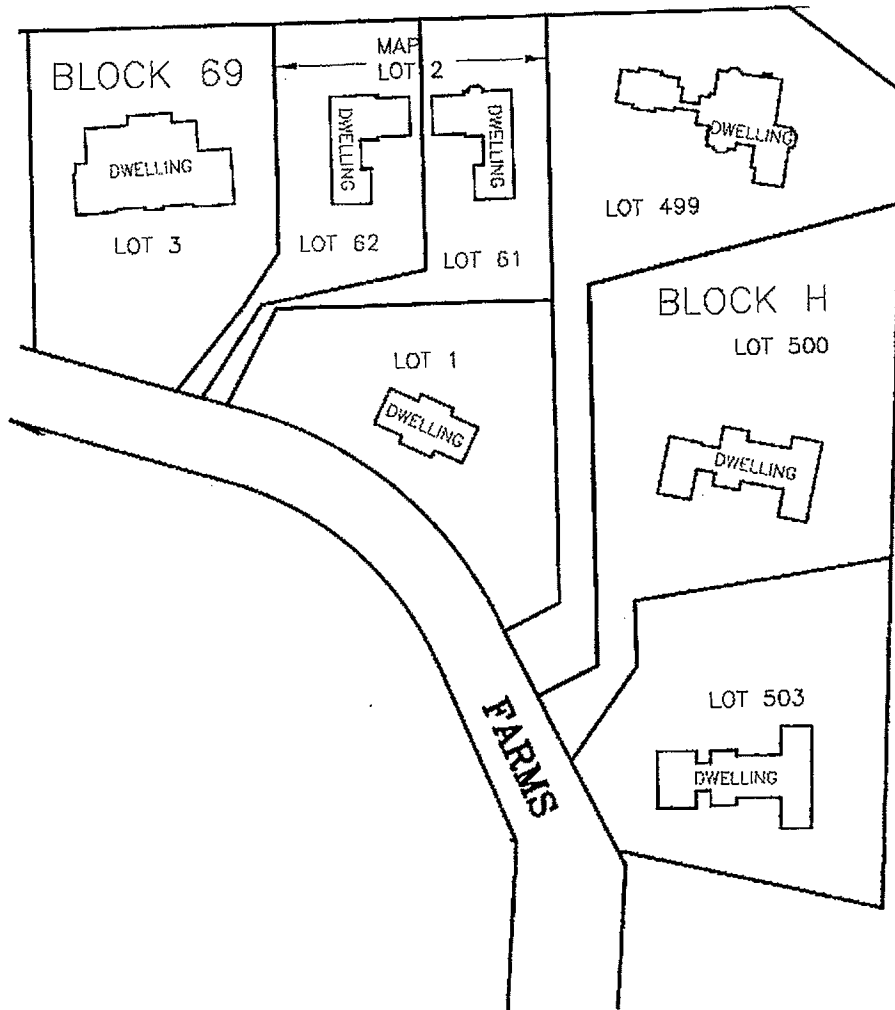
MASSACHUSETTS DEPARTMENT OF HEALTH
MASSACHUSETTS DEPARTMENT OF HEALTH SERVICES
MASSACHUSETTS DEPARTMENT OF HEALTH SERVICES

MASSACHUSETTS DEPARTMENT OF HEALTH SERVICES
The Massachusetts Department of Health Services is responsible for the regulation and oversight of public health and safety. It ensures that all building projects comply with the state's health and safety codes, and that the proposed sanitary system is designed to meet these requirements.

MASSACHUSETTS DEPARTMENT OF HEALTH SERVICES
The Massachusetts Department of Health Services is responsible for the regulation and oversight of public health and safety. It ensures that all building projects comply with the state's health and safety codes, and that the proposed sanitary system is designed to meet these requirements.

Exhibit A

Map of Addition to Matinecock Farms





COMPOSITE MAP
MAP OF MATNECOCK FARMS

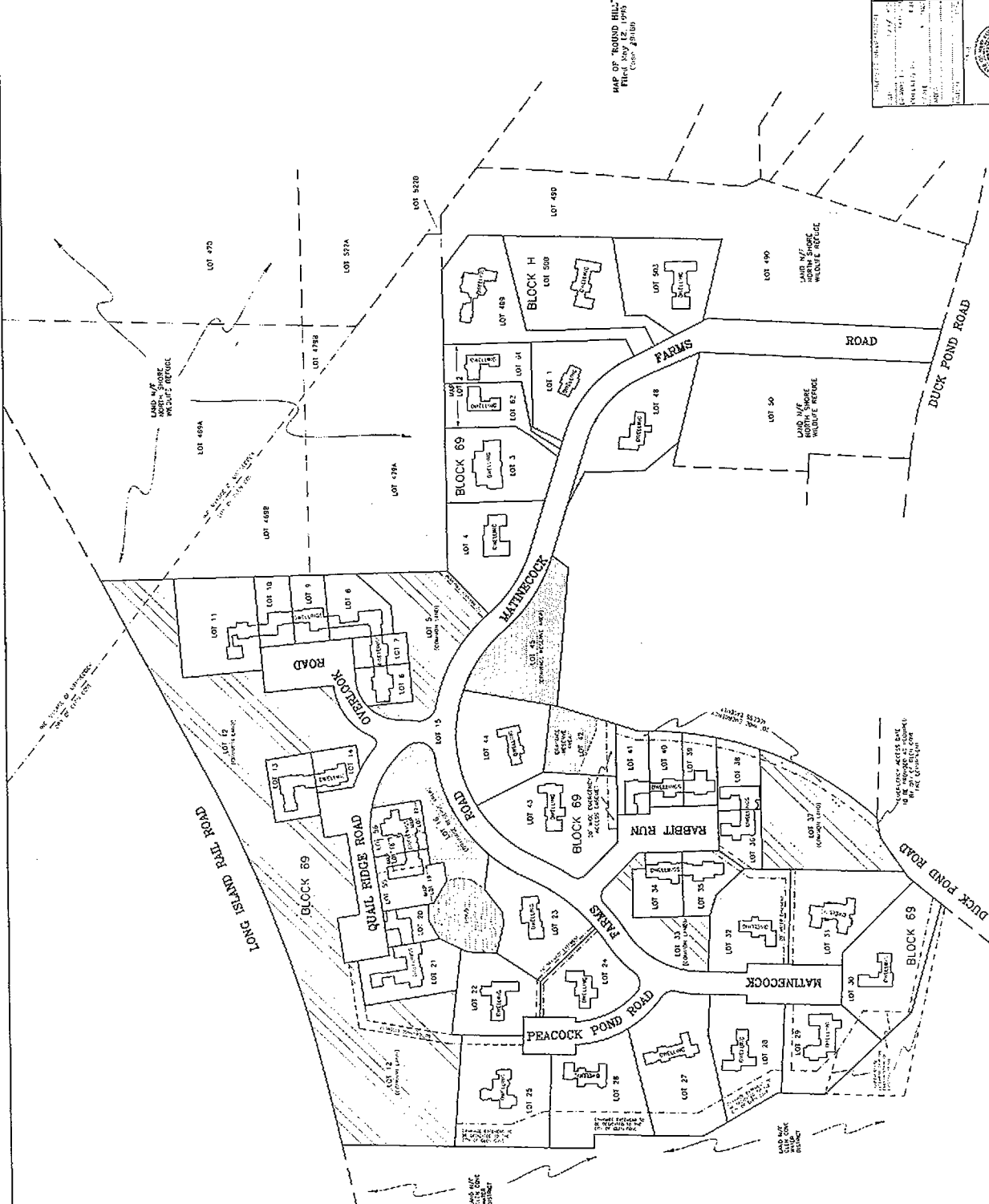
Northcoast
Civil & Surveying
ENGINEERING



MAP OF "ROUND HILL"
Filed May 12, 1995

Revised 2/27/2012

115529	
OWNER	Easton
PROJECT	Easton
DATE	2/27/2012
BY	J. J. J.
CHECKED	J. J. J.
SCALE	AS SHOWN
DATE	2/27/2012
BY	J. J. J.
CHECKED	J. J. J.



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF NORTHCOAST CIVIL & SURVEYING ENGINEERING. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF NORTHCOAST CIVIL & SURVEYING ENGINEERING IS STRICTLY PROHIBITED.

Exhibit C

REC. CLERK

**Matinecock Farms Property Owners Association, Inc.
Amended Declaration of Covenants and Restrictions**

Schedule A

Matinecock Farms Lots

The following subdivision lot numbers refer to Exhibit A, *Map of Matinecock Farms*:

Tax Lot Description

	Filed Subdivision Lot Number	Section	Block	Lot
1.	(Formerly Part of 2)	23	69	53 61 formerly 53
2.	(Formerly Part of 2)	23	69	53 62 formerly 54
3.	3	23	69	3
4.	4	23	69	4
5.	6	23	69	6
6.	7	23	69	7
7.	8	23	69	8
8.	9	23	69	9
9.	10	23	69	10
10.	11	23	69	11
11.	13	23	69	13
12.	14	23	69	14
13.	(Formerly Lot 17 & part of 18)	23	69	56
14.	(Formerly Lot 19 & part of 18)	23	69	55
15.	20	23	69	20
16.	21	23	69	21
17.	22	23	69	22
18.	23	23	69	23
19.	24	23	69	24

Schedule A

Schedule A

NCC 02.01.01

Tax Lot Description

	Filed Subdivision Lot Number	Section	Block	Lot
20.	25	23	69	25
21.	26	23	69	26
22.	27	23	69	27
23.	28	23	69	28
24.	29	23	69	29
25.	30	23	69	30
26.	31	23	69	31
27.	32	23	69	32
28.	34	23	69	34
29.	35	23	69	35
30.	36	23	69	36
31.	38	23	69	38
32.	39	23	69	39
33.	40	23	69	40
34.	41	23	69	41
35.	43	23	69	43
36.	44	23	69	44
37.	Out Parcel "A"	23	69	46

The following subdivision lot numbers refer to Exhibit B, "Map of Addition to Matinecock Farms":

38.	A	23	H	499
39.	B	23	H	500 and 502
40.	C	23	H	503

**** THE CARETAKER'S LOT IS OWNED BY THE ASSOCIATION,
EXCLUDED FOR ASSESSMENT AND MEMBERSHIP PURPOSES.**

NCC Item 02.01.01 - Matinecock Farms Schedule A - 2014

NO. 10127K

Mattcock Farms Property Owners Association, Inc.
Amended Declaration of Covenants and Restrictions

Properties Affected

Section	Block	Lot
		38 61 Formerly 53
23	69	33 62 Formerly 54
23	69	3 1
23	69	4
23	69	6
23	69	7
23	69	8
23	69	9
23	69	10
23	69	11
23	69	13
23	69	14
23	69	56
23	69	55
23	69	26
23	69	21
23	69	22
23	69	23
23	69	24
23	69	25
23	69	26
23	69	27
23	69	28
23	69	29
23	69	30
23	69	31
23	69	32
23	69	34
23	69	35
23	69	36
23	69	38
23	69	39
23	69	40
23	69	41
23	69	43
23	69	44
23	69	45
23	H	499
23	H	500 and 502
23	H	503

Common Areas and Roads Affected:

Section	Block	Lot
23	69	1
23	69	5
23	69	12
23	69	15
23	69	16
23	69	33
23	69	37
23	69	42
23	69	45

Mattcock Farms Road
Overlook Road
Rabbit Run
Fescock Pond Road
(and) Ridge Road

NO. CLERK

**Mattnecock Farms Property Owners Association, Inc.
Amended Declaration of Covenants and Restrictions**

**Schedule B
Attached Houses**

The following subdivision lot numbers refer to Exhibit A, *Map of Mattnecock Farms*:

	Subdivision Lot Numbers	Section	Block	Lot
1.	(Formerly part of Lot 2)	23	69	54 61 formerly 53
2.	(Formerly part of Lot 2)	23	69	53 62 formerly 54
3.	6	23	69	6
4.	7	23	69	7
5.	8	23	69	8
6.	9	23	69	9
7.	10	23	69	10
8.	11	23	69	11
9.	13	23	69	13
10.	14	23	69	14
11.	(Formerly Lot 17 and part of Lot 18)	23	69	56
12.	(Formerly Lot 19 and part of Lot 18)	23	69	55
13.	20	23	69	20
14.	21	23	69	21
15.	34	23	69	34
16.	35	23	69	35
17.	36	23	69	36
18.	38	23	69	38
19.	39	23	69	39
20.	40	23	69	40

HAC No. U22-22 Mattnecock Farms Schedule B Rev'd

Schedule B

Schedule B

NO. 12345

Matinecock Farms Property Owners Association, Inc.
Amended Declaration of Covenants and Restrictions

Schedule C
Detached Houses

The following subdivision lot numbers refer to Exhibit A, "Map of Matinecock Farms":

	Subdivision Lot Number	Section	Block	Lot
1.	Out Parcel A	23	69	46
2.	3	23	69	3
3.	4	23	69	4
4.	22	23	69	22
5.	23	23	69	23
6.	24	23	69	24
7.	25	23	69	25
8.	26	23	69	26
9.	27	23	69	27
10.	28	23	69	28
11.	29	23	69	29
12.	30	23	69	30
13.	31	23	69	31
14.	32	23	69	32
15.	41	23	69	41
16.	43	23	69	43
17.	44	23	69	44

The following subdivision lot numbers refer to Exhibit B, "Map of Addition to Matinecock Farms":

18.	A	23	H	499
19.	B	23	H	500 and 502
20.	C	23	H	503

Plat 122-91-Matinecock Farms Schedule C.wpd

Schedule C

MC GERR

EMERGENCY ACCESS EASEMENT

SCHEDULE D

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of Glen Cove, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at the point on the Northerly side of Rabbit Run 129.07 feet southeasterly from the intersection of said northerly side of Rabbit Run with the easterly end of a curve connecting the northerly side of Rabbit Run and the easterly side of Matinecock Farms Road and

RUNNING THENCE North 0 degrees 31 minutes 15 seconds West 20.00 feet;

THENCE North 89 degrees 28 minutes 45 seconds East 238.44 feet;

THENCE South 18 degrees 27 minutes 30 seconds West 76.74 feet;

THENCE along the arc of a curve to the right having a radius of 755.23 feet a distance of 572.14 feet to the northerly side of Duck Pond Road;

THENCE along said northerly side of Duck Pond Road South 80 degrees 49 minutes 00 seconds West 33.42 feet;

THENCE along the arc of a curve to the left having a radius of 735.23 feet a distance of 586.69 feet;

THENCE North 18 degrees 27 minutes 30 seconds East 52.05 feet;

THENCE South 89 degrees 28 minutes 45 seconds West 210.41 feet to the point or place of BEGINNING.

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DRAINAGE RESERVE EASEMENTS

SCHEDULE E

PARCEL 1. (Designated as Drainage Reserve Area "A" on Exhibit A)

ALL that certain plot, piece or parcel of land, situate, lying and being partly in the City of Glen Cove, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly line of Matinecock Farms Road which is distant the following six (6) courses and distances as measured northerly and northwesterly along the westerly and southwesterly lines of Matinecock Farms Road from the corner formed by the intersection of the westerly line of Matinecock Farms Road with the northerly line of Duck Pond Road;

1. North 3 degrees 52 minutes 40 seconds East along the westerly line of Matinecock Farms Road 512.30 feet;
2. North 22 degrees 52 minutes 09 seconds West along the southwesterly line of Matinecock Farms Road 134.44 feet;
3. Northwestery along the southwesterly line of Matinecock Farms Road along an arc of a curve bearing to the left having a radius of 223 feet, a distance along said arc of 194.02 feet;
4. THENCE North 72 degrees 43 minutes 07 seconds West along the southwesterly line of Matinecock Farms Road 261.66 feet;
5. Northwestery along the southwesterly line of Matinecock Farms Road along an arc of a curve bearing to the right having a radius of 350 feet, a distance along said arc of 199.53 feet to a point on a reverse curve;
6. THENCE northwesterly along the southwesterly line of Matinecock Farms Road along an arc of a curve bearing to the left, having a radius of 300 feet, a distance along said arc of 158.96 feet to the true point or place of BEGINNING.

RUNNING THENCE South 10 degrees 48 minutes 41 seconds West 208.60 feet;

THENCE South 84 degrees 47 minutes 10 seconds East 305.75 feet;

THENCE North 38 degrees 59 minutes 19 seconds East 43.92 feet;

THENCE northwesterly along the southwesterly line of Matinecock Farms Road along an arc of a curve bearing to the right having a radius of 350 feet, a distance along said arc of 199.53 feet to a point on a reverse curve;

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SCHEDULE E - (continued)

THENCE northwesterly along the southwesterly line of Matinecock Farms Road along an arc of a curve bearing to the left, having a radius of 300 feet, a distance along said arc of 158.96 feet to the true point or place of BEGINNING.

PARCEL 2. (Designated as Drainage Reserve Area "B" on Exhibit A)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly line of Matinecock Farms Road which is distant the following eight (8) courses and distances as measured northerly and northwesterly along the westerly and southwesterly lines of Matinecock Farms Road from the corner formed by the intersection of the westerly line of Matinecock Farms Road with the northerly line of Duck Pond Road;

1. North 3 degrees 52 minutes 40 seconds East along the westerly line of Matinecock Farms Road 512.30 feet;
2. North 22 degrees 52 minutes 09 seconds West along the southwesterly line of Matinecock Farms Road 134.44 feet;
3. Northwestery along the southwesterly line of Matinecock Farms Road along an arc of a curve bearing to the left having a radius of 223 feet, a distance along said arc of 194.02 feet;
4. THENCE North 72 degrees 43 minutes 07 seconds West along the southwesterly line of Matinecock Farms Road 261.66 feet;
5. Northwestery along the southwesterly line of Matinecock Farms Road along an arc of a curve bearing to the right having a radius of 350 feet, a distance along said arc of 199.53 feet to a point on a reverse curve;
6. THENCE northwesterly along the southwesterly line of Matinecock Farms Road along an arc of a curve bearing to the left, having a radius of 300 feet, a distance along said arc of 158.96 feet;
7. South 10 degrees 48 minutes 41 seconds West 208.60 feet;
8. South 18 degrees 27 minutes 30 seconds West 92 feet to the true point or place of BEGINNING.

RUNNING THENCE North 83 degrees 38 minutes 19 seconds West 30 feet;

THENCE North 67 degrees 23 minutes 43 seconds West 103.35 feet;

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SCHEDULE E - (continued)

THENCE North 4 degrees 56 minutes 07 seconds East 76 feet;
THENCE South 83 degrees 38 minutes 19 seconds East 148.95 feet;
RUNNING THENCE South 10 degrees 48 minutes 41 seconds West 15 feet;
THENCE South 18 degrees 27 minutes 30 seconds West 92 feet to the true point or place of
BEGINNING.

PARCEL 3. (Designated as Drainage Reserve Area "C" on Exhibit A)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of Matinecock Farms Road at the extreme westerly end of an arc of a curve which connects the northerly line of Matinecock Farms Road with the proposed westerly line of Quail Ridge Road;

RUNNING THENCE westerly and southwesterly along the northerly and northwesterly line of Matinecock Farms Road along an arc of a curve bearing to the left having a radius of 350 feet, a distance along said arc of 250.59 feet;

THENCE North 82 degrees 57 minutes 48 seconds West 78 feet;
THENCE South 52 degrees 50 minutes 31 seconds West 63.49 feet;
THENCE South 85 degrees 56 minutes 41 seconds West 30 feet;
THENCE North 75 degrees 47 minutes 20 seconds West 62.58 feet;
THENCE North 4 degrees 07 minutes 08 seconds East 65.03 feet;
THENCE North 26 degrees 03 minutes 23 seconds East 68 feet;
THENCE North 60 degrees 08 minutes 16 seconds East 47.04 feet;
THENCE South 89 degrees 49 minutes 02 seconds East 36.71 feet;
THENCE South 08 degrees 12 minutes 46 seconds East 12 feet;
THENCE South 59 degrees 04 minutes 08 seconds East 55.44 feet;

SCHEDULE E -- (continued)

THENCE North 81 degrees 47 minutes 14 seconds East 42 feet;

THENCE North 08 degrees 12 minutes 46 seconds West 30 feet;

THENCE North 81 degrees 47 minutes 14 seconds East 144 feet;

THENCE North 08 degrees 12 minutes 46 seconds West 108.17 feet to a point on the proposed Quail Ridge Road;

THENCE southeasterly along the proposed southeasterly line of Quail Ridge Road along an arc of a curve bearing to the right having a radius of 225 feet a distance along said arc of 233.34 feet to a point on the proposed westerly side of Quail Ridge Road;

RUNNING THENCE southwesterly along the proposed westerly line of Quail Ridge Road along the arc of a curve bearing to the right having a radius of 37.5 feet, a distance along said arc of 79.45 feet to the northerly line of Matinecock Farms Road at the point or place of BEGINNING.

PARCEL 4.

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the west side of Matinecock Farms Road 257.14 feet southerly as measured along the westerly side of Matinecock Farms Road as it jogs from the southealy end of a curve connecting the southerly side of Peacock Pond Road with said westerly side of Matinecock Farms Road and running thence still along said westerly side of Matinecock Farms Road South 2 degrees 19 minutes 11 seconds West 20.0 feet;

THENCE North 86 degrees 59 minutes 07 seconds West 146.23 feet;

THENCE South 2 degrees 36 minutes 00 seconds West 55.78 feet;

THENCE South 42 degrees 20 minutes 50 seconds East 64.41 feet;

THENCE South 56 degrees 26 minutes 27 seconds East 103.92 feet;

THENCE South 2 degrees 36 minutes 00 seconds West 106.59 feet;

THENCE North 42 degrees 20 minutes 50 seconds West 261.32 feet to land of the City of Glen Cove;

THENCE along said lands of the City of Glen Cove the following five (5) courses and distances:

NO VIEW

SCHEDULE E - (continued)

1. North 02 degrees 36 minutes 00 seconds East 104.82 feet;
2. North 29 degrees 10 minutes 34 seconds West 187.57 feet;
3. North 02 degrees 04 minutes 00 seconds East 240.00 feet;
4. North 87 degrees 56 minutes 00 seconds West 30.00 feet;
5. North 2 degrees 04 minutes 00 seconds East 305.00 feet;

RUNNING THENCE South 85 degrees 31 minutes 35 seconds East 50.04 feet;

THENCE South 2 degrees 04 minutes 00 seconds West 120.00 feet;

THENCE South 19 degrees 45 minutes 40 seconds East 80.68 feet;

THENCE South 2 degrees 04 minutes 00 seconds West 334.02 feet;

THENCE South 29 degrees 10 minutes 34 seconds East 187.82 feet;

THENCE South 2 degrees 36 minutes 00 seconds West 22.59 feet;

THENCE South 36 degrees 59 minutes 07 seconds East 146.13 feet to the westerly side of Matinecock Farms Road said point being the point or place of BEGINNING.

PARCEL 5.

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Matinecock Farms Road 123.05 feet northeasterly from the northerly end of a curve connecting said northerly side of Matinecock Farms Road with the easterly side of Peacock Pond Road and

RUNNING THENCE North 43 degrees 04 minutes 49 seconds West 163.45 feet;

THENCE North 87 degrees 56 minutes 00 seconds West 74.53 feet to the easterly side of Peacock Pond Road;

RUNNING THENCE along said easterly side of Peacock Pond Road North 02 degrees 04 minutes 00 seconds East 15.0 feet;

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SCHEDULE E - (continued)

THENCE South 87 degrees 56 minutes 00 seconds East 82.38 feet;

THENCE South 43 degrees 04 minutes 49 seconds East 169.61 feet to the northerly side of Matinecock Farms Road;

THENCE along said northerly side of Matinecock Farms Road along the arc of a curve to the right having a radius of 400.00 feet a distance of 16.21 feet to the point of place of BEGINNING.

PARCEL 6

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Matinecock Farms Road 186.01 feet southeasterly from the easterly end of a curve connecting the easterly side of Overlook Road with said northerly side of Matinecock Farms Road and

RUNNING THENCE North 47 degrees 11 minutes 32 seconds East 144.41 feet;

THENCE South 0 degrees 24 minutes 00 seconds East 20.32 feet;

THENCE South 47 degrees 11 minutes 32 seconds West 131.10 feet to the northerly side of Matinecock Farms Road;

THENCE along said northerly side of Matinecock Farms Road along the arc of a curve to the left having a radius of 350.0 feet, a distance of 15.01 feet to the point or place of BEGINNING.

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Declaration of Covenants and Restrictions

Record and Return to:

Peter P. MacKinnon, Esq.
Humes & Wagner, LLP
147 Forest Avenue - POB 546
Locust Valley, New York 11560
