

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration, made and dated the \_\_\_\_\_, by Islip's Housing Development Fund Company, Inc., with offices at 45 Irving Street, Central Islip, New York and Town of Islip Community Development Agency, an urban Renewal agency with offices at 15 Shore Lane, Bay Shore, New York and \_\_\_\_\_, New York, grantor and grantees, respectively of premises described on Schedule A annexed, together referred to as Declarants.

W I T N E S S E T H:

WHEREAS, it is the specific intention of the Grantor herein to discourage absentee landlords from owning this property and to discourage the renting of all or part of same to a non-owner-occupant.

WHEREAS, it is the specific intention of the Grantor to maintain an adequate, safe and well-maintained supply of affordable housing.

NOW, THEREFORE, the Purchaser(s), their successors, heirs and assigns do hereby covenant and agree as follows:

1. Purchasers covenant and agree that they will occupy the within premises as their primary residence, and that they will not rent the premises to others, as absentee landlords or otherwise. The Purchaser(s) further covenant and agree that in the event they fail to occupy said premises as a primary residence, or in the event that they rent the premises to others or contract to sell or sell same to an absentee landlord, all in violation of the above restrictions, then in such event, a forfeiture and reversion of title shall result, and the Grantor herein shall have the right to re-enter upon the premises herein conveyed and terminate the estate hereby conveyed and thereafter, the Grantor, its successors or assigns shall hold the land and premises in fee simple absolute as of this conveyance had never been made, and a certificate to the effect that title to the premises herein conveyed has reverted to the Grantor shall be recorded in the Office of the Clerk of the County of Suffolk and/or Suffolk County Registrar. It is further agreed that any reversion which shall take place as a result of the above, shall be subject to the existing mortgage lien of a commercial bank, savings & loan association, credit unit, savings bank, national bank, licensed funding company or licensed mortgage banker, if any, upon said premises.

*Duplex*



2. No boats shall be stored or maintained in the front of any dwellings on the premises.
3. Outdoor clothes drying shall be limited to umbrella or T-arm type poles or posts. There shall be no string, rope or cable attached to fencing and no outdoor clothes drying shall be permitted in the front yards of any dwellings on the premises.
4. Garbage and refuse containers shall be maintained in the rear and/or side yard of the dwellings except on collection days.
5. Seasonal displays are permitted on the premises no earlier than 30 days before a holiday for which a display is intended and must be removed thirty (30) days following such holiday.
6. All exterior elements including, but not limited to, siding, roofing, eaves, window, doors shutters, steps, railings, and lights shall be maintained by the owners in good conditions and nothing herein contained shall preclude such property maintenance. No changes to any exterior element, including but not limited to aforementioned, shall be made without the written consent of the Town of Islip Planning Department. This is not to be construed to prevent installation of storm doors and mailboxes.
7. There will be no unregistered vehicles nor inoperative vehicles nor will there be any vehicles offered for sale on or at this site at any time.
8. The subject parcel shall be maintained in a neat, clean, litter-free condition. The applicant/owner(s) shall be responsible for adequate refuse collection to ensure compliance with this condition.
9. No poultry, pigeons, pigs, cows, goats or horses will be permitted to be maintained.
10. No tree having a trunk diameter of more than ten (10) inches shall be removed without the consent of the Town of Islip Planning Department.
11. Fences must conform in all respects to Town ordinances and regulations. Fences shall not extend into the front yard of any dwelling unit.



These Covenants and Restrictions shall run with the land and shall be binding on all parties and persons claiming under them.

These Covenants and Restrictions may be altered or annulled at any time by agreement between the Town of Islip and the then owners, which agreement shall be effectual to alter or annul said Covenants and Restrictions without the consent of the owners of any other adjacent premises or of any other person or mortgagee.