

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 grantee, respectively of premises described on Schedule A annexed, together referred to as Declarants.

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.
2. No boats shall be stored or maintained in the front of any dwellings on the premises.

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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 garage or in the rear 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. The deed to the premises shall contain a five (5) foot wide easement along the rear property line and a ten (10) foot wide easement along the side yard line of the end units. This easement shall be used by the adjacent owners within the unit for the purpose of rear yard access for maintenance supplies and machinery.
8. 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.
9. 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.
10. No poultry, pigeons, pigs, cows, goats or horses will be permitted to be maintained.
11. 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.

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12. Fences must conform in all respects to Town ordinances and regulations. Fences shall be set back at least ten (10) feet from the front wall of the unit and no part of such fence shall extend into the front yard.

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.

GAS & ELECTRIC EASEMENT

THIS INDENTURE made this day of between residing at Central Islip, New York, hereinafter called the "Grantor"; and NEW YORK TELEPHONE COMPANY, a corporation of the State of New York, having its principal office at 1095 Avenue of the Americas, New York, New York and LONG ISLAND LIGHTING COMPANY, a New York corporation having its principal office at 175 East Old Country Road, Hicksville, New York, hereinafter jointly called the "Grantee".

WHEREAS, the Grantor owns in fee certain land in the Central Islip, Town of Islip, County of Suffolk, State of New York, as shown on map entitled "College Woods at Central Islip, Section I", and more particularly set forth on "Exhibit A", attached hereto and hereby made a part hereof; and Grantor is constructing or intends to construct buildings on said land and desires the Grantee to extend their respective telephone, gas and electric service facilities upon and throughout said land and buildings, as may be appropriate and reasonably necessary under the circumstances.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, and intending to be legally bound, herein grants unto the Grantee and their respective successors and assigns:

FIRST: The permanent and perpetual easement, right, privilege and authority to construct, reconstruct, relocate, operate, repair, maintain and at their pleasure remove, any and all facilities, equipment, fixtures and other apparatus and appurtenances used or useful for communication and for the distribution of gas and electricity, which the Grantee may now or from time to time deem necessary, across, through, over and/or under strips of land five (5) feet wide along the rear of building on Exhibit attached hereto, and the full length and width of the streets and highways which adjoin or which are upon said land, and right as may be reasonably necessary under the circumstances to extend aerial drops or underground feeder lines to all buildings now or hereafter constructed upon any and all of the lots shown on the Exhibit attached hereto or as such lots may hereafter be subdivided or consolidate, with the further right to trim, cut roots, or remove from time to time any trees or obstructions within the or adjacent to the easement areas, herein described as shall be reasonably necessary to keep the Grantee's facilities and equipment free from interference.

SECOND: The Grantee shall have the right to enter upon those areas described in the Exhibit attached hereto other than the areas by this grant made subject to easement, from time to time and with such men, vehicles and equipment as may be reasonably necessary to exercise the easement rights herein granted. *Land to be restored to prior condition*

THIRD: The Grantee shall have the further right to attach, install, place or connect to their respective facilities in the easement areas other wires, cables or equipment for the purpose of making communications, gas or electric service available to consumers upon property located adjacent to the lands described in the attached Exhibit.

FOURTH: The Grantee shall guard adequately all excavations made pursuant to this grant and shall save harmless and indemnify the Grantor from any injury to its property, its employees or the public which may at any time occur or arise out of the negligent installation, maintenance or removal of Grantee's facilities pursuant to this grant.

FIFTH: Grantor agrees not to erect or maintain within the Easement Area any building, structure or physical obstruction, of any kind or nature whatsoever, or permit the same to be so erected or maintained, except such as the Grantee may specifically consent to in writing.

SIXTH: The easement, right and privilege herein granted and conveyed shall, at all times, be a continuing covenant running with the land, and shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and assigns.