

**FIRST SUPPLEMENTAL DECLARATION  
TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

THIS FIRST SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (the "First Supplement") is made this 1<sup>st</sup> day of ~~February~~ <sup>March</sup>, 2002, by LAKE COUNTRY DEVELOPMENTS, LLC, a New York limited liability company with its principal office located at 152 Maryland Road, PO Box 3066, Plattsburgh, New York 12901-0298 (hereinafter referred to as the "Declarant").

WHEREAS, Declarant filed a Declaration of Covenants, Conditions, Easements and Restrictions (the "Declaration") in the Clinton County Clerk's Office on June 28, 2001 and which is filed as Instrument #132346; and

WHEREAS, the Declaration established the Lake County Village Homeowners Association, Inc. which is located in the City of Plattsburgh, Clinton County, New York (the "Association"); and

WHEREAS, on June 28, 2001, the Declarant established Phase I of the Association by the filing of the Declaration which imposed upon the real estate described on the attached Exhibit "A" (the "Property") the terms, covenants, conditions, easements and restrictions contained in the Declaration which are for the purpose of protecting the value and desirability of the Property; and

WHEREAS, the Declaration established the Association under the not-for-profit corporation law of the State of New York for the purpose of overseeing the administration of the Property which is subject to the Declaration; and

WHEREAS, Article X of the Declaration gives the Declarant, its successors or assigns, the sole and absolute right to bring within the scheme of the Declaration additional property to be developed substantially similar to the Property described on Exhibit "A"; and

WHEREAS, any additional property to be developed and to be part of the Association must be made by the Declarant filing in the Clinton County Clerk's Office a Supplemental Declaration with respect to the additional property which will extend the scheme of the Declaration to such additional property; and

WHEREAS, the Declarant wishes to subject and to dedicate property which shall be known as Phase II and which is described on Exhibit "B" attached hereto (the "Additional Property") to the scheme of the Declaration which preserves the values and the amenities in the Association and which will bring the Additional Property under the scheme of the Declaration; and

WHEREAS, the Declarant also wishes to amend the Declaration to provide for a reciprocal cross-easement among and between those owners of units in Phase II of the Association (Phase II is described on Exhibit "B" attached hereto and is the "Additional Property")); and

WHEREAS, this cross-easement is for the continued reciprocal right of unit owners to use a storage shed which is part of their unit but which lies on the adjacent owner's property; and

WHEREAS, the Declarant wishes to continue to provide for the preservation of the values and the amenities in the Association community.

NOW, THEREFORE, the Declarant hereby declares that all of the Additional Property described on Exhibit "B" attached hereto shall be held, sold, conveyed and occupied subject to the covenants, conditions, easements and restrictions which are set forth in the Declaration which are for the purpose of protecting the value and desirability of and which shall run with the Property, and the Additional Property, and which shall be binding on all parties having any right, title or interest in the Property, Additional

Property, or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

1. The capitalized terms described herein shall have the meanings attributed to them as set forth in this First Supplement, and if not set forth in this First Supplement, they shall have the meanings described to them as set forth in the Declaration.
2. The Declarant, by the filing of this First Supplement, brings within the Association the Additional Property described on Exhibit "B" attached hereto. The Additional Property shall be bound by and shall receive all of the benefits of those covenants, conditions, easements and restrictions as set forth in the Declaration.
3. There shall be added to Article III of the Declaration a new Section 3 as follows:

Section 3. Storage Shed Cross Easement. A Storage Shed Cross Easement is hereby granted to those Owners of units in the Lake Country Village Homeowners Association for that Owner's, its successors and assigns, exclusive right to use the storage shed located on the adjacent unit owner's property, but which is appurtenant to and part of the Owner's property. Each Owner shall have the right to access the storage shed and to use the storage shed located on the adjacent owner's property subject to the following terms, covenants, stipulations and conditions:

1. Each Owner shall comply with all applicable laws, ordinances, rules and regulations with respect to their use of the storage shed. Each Owner shall be responsible for any and all costs associated with damage to the adjacent Owner's property caused by the Owner, or

its respective officers, employees, agents, contractors, subcontractors, invitees or licensees. An Owner shall promptly restore the adjacent Owner's property and any other property of the adjacent Owner that may be damaged or disturbed by the Owner's use of the storage shed.

2. An Owner shall not permit any claim, lien or other encumbrance arising from that Owner's use of the storage shed to accrue against or attach to the adjacent Owner's property and an Owner shall promptly bond and discharge any lien or notice of any lien that may be so filed against the adjacent Owner's property.
  
3. Each Owner agrees that it shall not permit any hazardous materials to be brought, used, maintained, discharged, deposited, released, or stored in the storage shed upon the adjacent Owner's property. For purposes of this Agreement, "Hazardous Materials" includes any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or waste or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other applicable environmental law or the regulations promulgated under any of the foregoing.

4. An Owner, its employees, agents, contractors, invitees and licensees shall have the right to enter the storage shed appurtenant to that Owner's unit but which is on the adjacent Owner's property whenever necessary for the exercise of the rights and privileges granted hereunder.
  5. Each Owner shall each indemnify, defend, and hold the adjacent Owner, its employees and agents, harmless from all liability, damages, claims, suits, and actions (including reasonable attorney's fees) arising out of the Owner's exercise of any of the rights granted pursuant to this easement.
  6. The burdens and the benefits of this easement contained herein and the rights granted hereby shall run with the Additional Property and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
4. Section 2 of Article IV of the Declaration is hereby modified and amended as follows:

Section 2. Voting Rights. The Class B membership shall cease and shall be converted to Class A membership on January 1, 2004, or when all of the lots within the Association have closed and record title is transferred, whichever is earlier, unless this date has been extended because the Declarant has brought within the Association Additional Property as set forth in Article X of the Declaration. Prior to such date, as it may be extended, Class A members shall continue to have no right to vote for membership on the Board of Directors.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1<sup>st</sup> of March, 2002.

LAKE COUNTRY DEVELOPMENTS, LLC

By:

  
G. BRENT TYNAN, PRESIDENT

STATE OF NEW YORK)  
COUNTY OF CLINTON) ss:

On this 1<sup>st</sup> day of March, in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared G. BRENT TYNAN, 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

WILLIAM N. LA FORTE  
Notary Public, State of New York  
Qualified in Monroe County  
Commission Expires Sept 30 2005

SCHEDULE A

POOR QUALITY  
ORIGINAL \_\_\_\_\_

PHASE I LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE OR PARCEL OF LAND being part of the former Plattsburgh Air Force Base located both in the City of Plattsburgh and the Town of Plattsburgh, County of Clinton, State of New York, being more particularly described as follows:

UNITS 6001, 6002, 6005, 6006, 60008, 6010, 6010, 6012, 6014, 6016, 6017, 6201, 6204, 6205, 6208, 6209 6212, 6213, 6216, 6217, 6220, 6221, 6224, 6225, 6228, 6229, 6232, 6233, 6236, 6237, 6241, 6300, 6301, 6304, 6305 of the Lake Country Planned Unit Development as shown on a survey map entitled "Lake Country Village Planned Unit Development, Former Plattsburgh Air Force Base Housing Redevelopment Project, Phase I Plan", prepared by AES Northeast PLLC, Scott B. Allen, LS, dated March 27, 2000, Job #2466 filed in the Office of the Clinton County Clerk as Map No. PL-B-127.

Together with all rights contained and set forth in Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (The Lake Country Village Declaration) dated May 2000 and to be recorded concurrently herewith.

The land area on which the units are located on is described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND being part of the former Plattsburgh Air Force Base located both in the City of Plattsburgh and the Town of Plattsburgh, County of Clinton, State of New York, being more particularly described as follows:

Beginning at a point in the westerly bounds of U.S. Avenue which point is the northeasterly corner of lands now or formerly of Agway Petroleum Corporation by virtue of a deed dated February 7, 1986 and recorded in the Clinton County Clerk's Office on March 13, 1986 in Deed Volume 660 at page 317;

Thence South 89° 55' 02" West along the northerly bounds of said lands of Agway 300.74 feet to the northwesterly corner of lands of said Agway; thence South 08° 05' 55" East along the westerly bounds of lands of said Agway 171.43 feet to a point; thence in a general westerly direction through the lands of the former Plattsburgh Air Force Base the following seven (7) courses and distances:

- (1) South 82° 42' 49" West, 222.07 feet to a point;
- (2) South 87° 54' 37" West, 79.97 feet to a point;
- (3) North 78° 20' 49" West, 154.97 feet to a point;
- (4) North 77° 42' 01" West, 126.16 feet to a point which lies 33 feet distant westerly from the centerline of Maine Road;
- (5) Northerly along a curve convex to the East, parallel with and 33 feet distant westerly from the centerline of Maine Road, having a radius of 709.37 feet, an arc distance of 54.48 feet to a point;

(6) North  $77^{\circ} 14' 10''$  West, 253.36 feet;

(7) South  $S6^{\circ} 06' 31''$  West, 78.14 feet to a point which lies 50 feet distant easterly from the centerline of New York Road;

Thence in a general northerly direction along a series of lines parallel with and 50 feet distant easterly of the centerline of New York Road the following three (3) courses and distances:

(1) Northerly along a curve convex to the east having a radius of 1,812.20 feet, an arc distance of 241.48 feet;

(2) North  $11^{\circ} 31' 31''$  West, 48.83 feet;

(3) North  $11^{\circ} 25' 12''$  West, 297.90 feet;

Thence in a general easterly direction through the lands of the former Plattsburgh Air Force Base the following six (6) courses and distances:

(1) North  $78^{\circ} 34' 48''$  East, 371.60 feet;

(2) North  $50^{\circ} 43' 04''$  East, 219.94 feet;

(3) North  $69^{\circ} 24' 37''$  East, 131.36 feet;

(4) North  $86^{\circ} 09' 51''$  East, 124.62 feet;

(5) South  $77^{\circ} 10' 59''$  East, 254.85 feet;

(6) North  $S2^{\circ} 13' 05''$  East, 136.60 feet to a point in the westerly bounds of U.S. Avenue;

Thence South  $07^{\circ} 46' 55''$  East along the westerly bounds of U.S. Avenue, 755.47 feet to the point or place of beginning.



## Schedule B

### Legal Description Phase II Perimeter Boundary

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate on the former Plattsburgh Air Force Base in the City of Plattsburgh, County of Clinton, State of New York, being more particularly described as follows: (The following description is based upon a survey map entitled PHASE II SUBDIVISION PLAN for the project named, LAKE COUNTRY VILLAGE PLANNED UNIT DEVELOPMENT, FORMER PLATTSBURGH AIR FORCE BASE HOUSING REDEVELOPMENT PROJECT, prepared by AES Northeast, PLLC, Scott B. Allen, LS, drawing no. S1 dated 8/27/2001 filed in the Clinton County Clerk's Office on February 20, 2002 as Map # PL-B -227).

BEGINNING AT the intersection of the southerly boundary of North Dakota Avenue and the easterly boundary of New York Road which point is further defined as laying 33 feet southerly of the center line of North Dakota Avenue, and 50 feet easterly of the center line of New York Road;

Thence in a general northerly direction along a curve convex to the east, having a radius of 1,812.20 feet and a chord direction of North 07°14'13" East, an arc distance of 703.94 feet to a point, which point is also the southwesterly corner of Phase I of the Lake Country Village Planned Unit Development;

Thence turning and running in a general easterly direction along the general southerly boundary of said Phase I and the northerly boundary of the parcel of land being described herein, the following courses and distances:

1. North 86°06'31" East 78.41 feet to a point;
2. South 77°14'10" East 253.36 feet to a point in the westerly bounds of Maine Road, which said bounds lies 33 feet westerly from the centerline of Maine Road;
3. Southerly along the westerly bounds of said Maine Road along a curve convex to the east having a radius of 709.87 feet, and a chord direction of South 10°06'04" West, an arc distance of 54.48 feet;
4. South 77°42'01" East 126.16 feet to a point;
5. South 78°20'49" East 154.97 feet to a point;
6. North 87°54'37" East 79.97 feet to a point;
7. North 82°42'49" East 221.98 feet to a point in the easterly boundary line of the former Plattsburgh Air Force Base;

Thence South 8°05'54" East along said easterly boundary of the former Plattsburgh Air Force Base a distance of 601.03 feet to the point of beginning of a curve convex to the east, having a radius of 776.31 feet;

Thence southerly along said curve an arc distance of 408.99 feet to the beginning of a non tangent curve having a radius of 414.08 feet and a chord direction of South 27°38'25" West;

Thence southwesterly along said curve an arc distance of 80.27 feet to a point;

Thence South 33°11'36" West, still along the easterly boundary of the former Plattsburgh Air Force Base 72.81 feet to the southeasterly corner of the parcel of land being described herein;

Thence in a general westerly direction along the southerly bounds of the parcel of land being described herein, the following courses and distances:

1. North 53°11'52" West 267.17 feet to a point
2. North 55°01'05" West 352.91 feet to a point
3. South 56°40'20" West 60.01 feet to a point
4. North 33°19'58" West 119.75 feet to a point
5. North 56°40'39" East 60.02 feet to a point
6. North 53°01'54" West 164.45 feet to a point
7. North 66°04'02" West 76.86 feet to a point in the easterly boundary of Maine Road, which boundary is defined as being 33 feet from the centerline of Maine Road;

Thence southerly along said easterly boundary of Maine Road, along a curve convex to the west having a radius of 317.00 feet and a chord direction of South 17°21'43" West, an arc distance of 72.71 feet;

Thence north 73°44'02" West 151.34 feet to the point or place of beginning.

Containing herein 19.400 acres of land more or less.