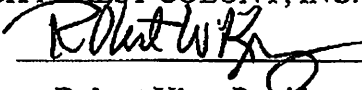


IN WITNESS WHEREOF, BLACK FOREST COLONY, INC., the Declarant, has caused these declarations to be signed by a duly authorized officer thereof, and its corporate seal to be hereto affixed, the day and year first above written.

BLACK FOREST COLONY, INC.

By: 
Robert King, President

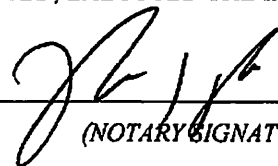
(Notary)

ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF SULLIVAN SS.:

ON THE 13th DAY OF September IN THE YEAR 2014
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, ROBERT KING, 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 SEAL:


(NOTARY SIGNATURE)

ROBERT L. REDA
Notary Public, State of New York
NO. 02RE5058269
Qualified in Rockland County
Commission Expires April 1, 2018

B14	27	1	34
B15	27	1	35
B16	27	1	36
B17	27	1	37
B18	27	1	38
B19	27	1	39
B20	27	1	40
63	27	1	41
62	27	1	42.2

26	27	1	7
27	27	1	8
28	27	1	8
46	27	1	9
47	27	1	9
30	27	1	10.2
48	27	1	10.3
107	27	1	11
39	27	1	12
40	27	1	12
56	27	1	12
57	27	1	13
58	27	1	13
1	27	1	14.2
2	27	1	14.2
3	27	1	14.2
10	27	1	18
11	27	1	18
12	27	1	19
8	27	1	22
9	27	1	22
156	27	1	28
157	27	1	29
143	27	1	30
149	27	1	31
146	27	1	32
151	27	1	33

B5	18	1	86
B6	18	1	88
B7	18	1	88
C4	18	2	1
C5	18	2	2
C6	18	2	3
C7	18	1	4
C8	18	2	5
C9	18	2	6
D3	18	2	9
D4	18	2	10
5D6	18	2	11
7D8	18	2	12
37	27	1	1
43	27	1	1
45	27	1	2
65	27	1	2
125	27	1	2
91	27	1	3
92	27	1	3
72	27	1	4
73	27	1	4
88	27	1	5.1
108	27	1	5.1
86	27	1	5.2
87	27	1	5.2
104	27	1	6

29	18	1	53
103	18	1	53
116	18	1	54
132	18	1	55.1
134	18	1	55.1
118	18	1	58
139	18	1	59.1
143	18	1	59.2
147	18	1	61
120	18	1	62
C3	18	1	63
1C2	18	1	64
B13	18	1	65
B12	18	1	66
137	18	1	67
158	18	1	68
152	18	1	69
153	18	1	70
150	18	1	71
162	18	1	72
154	18	1	73
155	18	1	74
163	18	1	77
161	18	1	78
160	18	1	79
159	18	1	80
1A2	18	1	81

24	18	1	37.2
C10	18	1	38
54	18	1	39
55	18	1	39
52	18	1	40
53	18	1	40
51	18	1	41.1
78	18	1	41.2
79	18	1	41.2
137	18	1	42
138	18	1	43
115	18	1	44
67	18	1	45
68	18	1	45
66	18	1	46
21	18	1	47
33	18	1	47
35	18	1	48
34	18	1	49
59	18	1	49
60	18	1	50
61	18	1	50
84	18	1	50
106	18	1	50
75	18	1	51
30	18	1	52
110	18	1	52

135	18	1	18
94	18	1	19
93	18	1	20
50	18	1	21
15	18	1	22
49	18	1	22
16	18	1	23
17	18	1	24
18	18	1	25.1
119	18	1	25.1
18	18	1	25.2
36	18	1	27.1
36	18	1	27.2
19	18	1	28
112	18	1	28
20	18	1	29
64	18	1	29
95	18	1	31
95A	18	1	31
89	18	1	34
90	18	1	35
142	18	1	36.2
148	18	1	36.3
140	18	1	36.4
141	18	1	36.5
167	18	1	36.6
25	18	1	37.1

SCHEDULE A

ALL THAT CERTAIN TRACT, PARCEL OR PLOT OF LAND, lying and situate in the Town of Lumberland, Sullivan County, State of New York, being a portion of the premises described in a deed to Black Forest Colony, Inc. and recorded in the Sullivan County, New York Clerk's Office in Liber 321 of Deeds, at Page 133; and

ALSO BEING ALL THAT CERTAIN TRACT, PARCEL OR PLOT OF LAND lying and situate in the Town of Lumberland, Sullivan County, New York, as shown on the map prepared by E.X. Jarosz & Associates, entitled Master Plan, Black Forest Colony, Inc., 1978, dated on March 20, 1977, revised March 1978, as Map Nos. 616-1, 616-2, 616-3, 616-4, 616-5, excepting, however, the following lots heretofore conveyed:

Map Lot	Tax Lot		
	Section	Block	Lot
71	18	1	1
99	18	1	2
98	18	1	3
83	18	1	4.1
82	18	1	4.2
97	18	1	5.1
96	18	1	5.2
70	18	1	6.1
69	18	1	6.2
101	18	1	7
100	18	1	8
105	18	1	14
74	18	1	15
102	18	1	15
114	18	1	16
111	18	1	17

ARTICLE III:

15. The owner of any lot or lots of said tract shall have a perpetual easement for all purposes of ingress and egress over, across and upon all roads, streets, drives, lanes and trails now owned by the Corporation, by foot or by vehicle. Control of the use of motorized or non-motorized vehicles, including, but not limited to, cycles, boats, trailers, recreational vehicles, motorbikes, snowmobiles, ATVs and similar vehicles, on both developed roads, logging roads and woodland trails rests strictly with the Corporation. The Corporation shall promulgate rules and regulations in its sole discretion to ensure use of such motorized and non-motorized vehicles on the Corporation's property is consistent with the intent of this Declaration.

RESERVATIONS

ARTICLE IV:

16. The Corporation reserves unto itself the right to alter, amend and modify the above covenants, restrictions, conditions, reservations and subjections, at such time, upon such terms and in such manner as it, in its sole discretion, shall deem necessary and proper to carry into effect the purpose of the foregoing declaration. Any alteration, amendment or modification of the above covenants, conditions, reservations and subjections shall be upon the consent of a majority of the shareholders of the Corporation entitled to vote thereon.

17. The Corporation further reserves unto itself all that portion of said tract or parcel of land heretofore described in Schedule "A," being described as Park Areas I, II, III, IV & V, on a map prepared by E. S. Jarosz & Associates, entitled Master Plan, Black Forest Colony, Inc. 1976, dated March 1977, and filed in the Sullivan County, N. Y. Clerk's Office on the 20th day of March, 1978, as Map No. 616, Pocket 21, Folder ** __, as Park Areas to be used in common by the said Corporation, its successors or assigns, and the said Corporation declares that said Park Areas shall be retained by the Corporation for the private recreational benefit, use and enjoyment of the Corporation, its members, successors and assigns.

18. The Corporation reserves unto itself the right to enter upon lots conveyed, at any time, to preserve the restrictions, covenants, conditions and subjections herein contained. Failure to enforce any restriction, condition, covenant or subjection herein contained shall, in no event, be deemed a waiver of a right to do so thereafter, as to the same breach, or as to one occurring prior to or subsequently thereto.

January in each year, in the event of non-payment thereof, be and become liens on the land, and shall continue to be such liens until fully paid, together with any interest charges fixed by the corporation, and the purchaser, by the acceptance of his/her deed or contract, hereby vests in the Corporation the right and power to bring all actions against any owner of premises conveyed or contracted to be conveyed for the collection of such charges and to enforce the aforesaid lien thereof.

- (e) In the event the lot purchaser, owner, or his/her agents, guests or invitees, cause damage to the Colony roads through construction or other activities, the lot owner agrees to repair the roads to the condition prior to the damage, within ten (10) days following said damage. Failing to repair said roadway, the Colony shall repair it and the lot owner agrees to reimburse the Colony for costs incurred in making said repair.
- (f) All Land Maintenance charges and the reasonable expenses incurred by the Corporation in enforcing this Declaration including, but not limited to, legal fees, costs, interest and disbursements, shall be the personal obligation of the lot owner, be liens upon the land and such charges and expenses shall run with the land. Any owner or purchaser of a lot or lots shall not be entitled to enjoy the benefits of Corporation property or amenities until such time as any and all outstanding Land Maintenance charges, fines or expenses running with the land have been paid whether or not such Land Maintenance charges may have accrued prior to said purchaser's acquisition of title.

MEMBERSHIP AND CONTROL

14. The purchaser of any lot or lots of Black Forest Colony, Inc. shall, before taking title to the premises, become a member in the Black Forest Club, Inc., a membership corporation, the purchaser shall be bound by the terms and conditions set forth in these declarations and the Articles of Incorporation, by-laws, rules and regulations of the Black Forest Club, Inc., and amendments thereto, which the purchaser hereby agrees to keep and perform.

RIGHT TO DEDICATE

Corporation shall be deemed additional Land Maintenance charges but such fines shall not accrue interest.

SUBJECTIONS

ARTICLE II:

12. The abovementioned tract of land, of which the Corporation is seized, shall be held and conveyed subject to an annual accruing maintenance charge, as hereinafter set forth, described as a land maintenance charge, as determined from time to time by the Corporation, upon such methods as it shall select, determined in advance of each fiscal year, and which shall be equitably apportioned, assessed and collected by the Corporation upon and against any and all lots subsequently sold, conveyed or otherwise disposed of, by whomsoever held, which all owners will pay when the same shall become due. Such maintenance charges shall run with the land and be enforced and collected through the land.

13. (a) Land maintenance charges shall be applied annually in advance to all open area water courses, parks, natural wooded areas, roads, streets, attractive and recreational conveniences with related facilities, administrative and other proper expenses, enforcement of rights, restrictions and charges, community buildings, if any, and all areas and structures and the corporations and maintenance thereof, which may be owned by or under the control of the Corporation.
- (b) During June in each year, the Corporation shall estimate the costs, as provided for in (a) above, and shall determine and fix the amounts thereof and the amounts severally chargeable to the respective residential properties and the owners thereof, on or before January 1st following, all of which amounts the Corporation shall properly show its Roll of Assessments, the same to be available to its members and/or lot owners through the current fiscal year.
- (c) At the discretion of the Board of Directors, any surplus or deficiency in the amount collected for any fiscal year shall be applied appropriately to reduce or increase the assessments for the next fiscal year.
- (d) The owner of a lot or lots of Black Forest Colony, Inc. covenants that he/she will pay these charges to the Corporation on or before March 31st in each and every year, and further covenants that the said charges shall, on the first of

such easements shall not exceed eight (8) feet in width along the side and rear lot lines, or exceed twenty (20) feet in width along the front lot lines.

7. The above restrictive covenants shall run with the land and be binding on all parties and their heirs, successors or assigns, and all persons claiming under them.

8. If the parties hereto, or any of them, or any claiming under them, or their heirs, successors or assignees, violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for them, or any of them to prosecute any proceedings at law or in equity against the party or parties violating or attempting to violate any such covenant or restriction, and either to prevent them or any of them from so doing, or to recover damages or other dues for such violation. Any such violation may likewise be prosecuted by other owners of property conveyed by the Corporation.

9. Invalidation of any of these covenants by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect. Should a Court invalidated this complete Declaration, then this Declaration shall revert to the terms and conditions set forth in the Declaration filed in the office of the Sullivan County Clerk on September 29, 2009 as Document Number 2009-49949 except that same shall be deemed to have been extended by an additional ten years from the date that the Court has invalidated this complete Declaration.

10. Failure by the Corporation to enforce any restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one accruing prior or subsequent thereto.

(a) Every such violation or breach is hereby declared to be constituted a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable thereto, and such remedies shall be deemed cumulative and not exclusive.

(b) The Corporation shall not be liable in any way for failure or omission to take action of any kind for the enforcement of any restriction or violation thereof.

11. The Corporation shall promulgate rules and regulations to ensure the faithful performance of and adherence to the above covenants and restrictions and shall, among other things, establish a schedule of fines for the violation thereof. Any such fines assessed by the

hereinafter provided. No trade, business or occupation of any kind, including renting said property, shall be carried on upon said premises, without the prior written consent of the Corporation. No commercial kennels shall be maintained on said premises; no wildlife, as defined in the New York Environmental Conservation Law on the date hereof, shall be maintained on said premises; no livestock, as defined in the New York Agriculture and Markets Law on the date hereof, shall be permitted on said premises; and, no more than three of any type of companion animal, as defined in the New York Agriculture and Markets Law, shall be maintained as pets on said premises. The Corporation reserves the right to waive the aforesaid restriction or modify it upon written request of the property owner. Any request for said waiver or modification must be joined by all the owners of parcels of land within a radius of 400 feet from any part of the boundary of the premises for which the waiver or modification is sought. Said waiver or modification of use shall not be without the consent of a majority of the persons of the Corporation entitled to vote thereon, and at least 51% of all owners of at least three acres of land formerly owned by the German American Black Forest Colony, Inc., now the Black Forest Colony, Inc.

4. Any and all natural resources, including but not limited to, stone, water, firewood, sand, soil located upon the said premises shall be only for personal use upon the said premises. No natural resources may be removed from the said premises or utilized for commercial purposes. The Corporation shall promulgate rules and regulations for the use and consumption of natural resources upon the said premises.

5. No lots and/or parcels of land shall be sold transferred, conveyed or otherwise disposed of, except to a bona fide member of the Black Forest Club., a business corporation, or its successors, except upon written consent of the Corporation. Said condition shall bind and inure to the benefit of the Corporation and its successors. The Corporation reserves the right and privilege, in waiving the enforcement of said condition, to condition its consent upon such terms as it, in its sole discretion, deems appropriate for the orderly development of said tract of land.

6. The Corporation reserves easements, and the right to grant easements for the construction, maintenance and use of public utility service lanes along, over and under the lot lines, and for telephone and electric distribution poles and lines, sewers, drains, water courses and any other public utilities over and under the ground along the said lot lines; however,

RESTRICTIVE COVENANTS

ARTICLE I: The Corporation certifies and declares that it does hereby create and establish the following covenants and restrictions with respect to all land contained in the tract of land of the Corporation:

1. No structure, facility or building of any kind, size, type or dimension shall be erected and/or constructed on said premises, or any parcel thereof, unless and until the plans and specifications therefore and plot plan have been approved in writing by the Corporation. A sketch showing the exterior appearance of a proposed structure, facility or building to be erected thereon, together with the dimensions thereof, shall first be submitted to the Corporation. Each structure, facility or building shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Any structure, facility or building shall, in addition to the Corporation's requirements hereinbefore mentioned, be constructed, installed and maintained in accordance with State, County and Municipal laws, ordinances, rules and regulations pertaining thereto. No construction shall be permitted prior to 7am or after 7pm, Monday through Saturday. No construction shall be permitted on Sundays. No person shall reside or otherwise occupy any structure upon any premises with an open building permit without the express written consent of the Corporation. All construction shall be complete and a Certificate of Occupancy or a Certificate of Completion issued within one year from the issuance of any building permit unless such time has been extended by the Corporation. Any signage proposed for said premises shall be erected only after receiving approval from the Corporation. Any purchaser of a vacant lot shall obtain a building permit to construct a residential dwelling within one (1) year from the date such purchaser acquired title to same unless such time has been extended by the Corporation.

2. No lot or lots shall be divided or subdivided into parcels of less than five (5) acres, nor shall any portion or any less than the whole of any lot be sold, conveyed or otherwise disposed of, except with the prior written consent of the Corporation, and except that a lot may be subdivided into two portions and conveyed to the owners of the adjoining lots on either side, so as to become parts thereof; provided, however, that the property thus combined shall be considered as one lot for the purposes of these covenants.

3. The said premises shall be used exclusively for residential purposes, except as

RECEIVED
SULLIVAN COUNTY CLERK
SEP 29 PM 2:11

**DECLARATIONS
OF
COVENANTS, RESTRICTIONS, RESERVATIONS AND SUBJECTIONS
AFFECTING LAND OF BLACK FOREST COLONY, INC.
(formerly known as GERMAN AMERICAN BLACK FOREST COLONY, INC.)
in the TOWN OF LUMBERLAND, COUNTY OF SULLIVAN, NEW YORK**

THIS DECLARATION, Dated the 13th day of September, 2014, by BLACK FOREST COLONY, INC., a Corporation duly organized under the laws of the State of New York, with a principal place of business at Glen Spey, Town of Lumberland, Sullivan County, New York (hereinafter referred to as the "Corporation"):

WITNESSETH:

WHEREAS, The Corporation is seized of the tract of land shown on Schedule "A" attached hereto; and

WHEREAS, The Corporation is desirous of improving said tract of land as and for the private residential and recreational use of its member shareholders and/or lot owners and for the promotion of their social, cultural and physical advantages, and for the benefit of their property interests in and to said tract of land; and

WHEREAS, The Corporation is desirous of providing a viable mechanism for administering and enforcing the restrictions upon or affecting said lands or portion thereof and collecting and disbursing the charges hereinafter created; and

WHEREAS, To accomplish the aforesaid purposes and insure the orderly development and maintenance of said tract of land owned or hereafter sold or otherwise disposed of by said Corporation, the Corporation desires to subject its lands to the restrictions, covenants, benefits, conditions, reservations and changes as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and the purchase of lots and/or plots in said land now owned by said Corporation,

THE CORPORATION DECLARES that the land described in Schedule "A" attached hereto, shall be held by the Corporation, and thereafter held, sold, and conveyed subject to certain restrictions, covenants, benefits, conditions, reservations and changes as mentioned below, each and all of which are for the benefit of said land, and for each and every owner thereof, and which shall inure to and pass with said land, to each and every parcel thereof, as follows: