

AGREEMENT TO RENEW THE DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS
ON THE USE OF LAND BY TACONIC SHORES PROPERTY OWNERS ASSOCIATION, INC.

Agreement to renew the Declaration of Restrictions, Conditions and Covenants on the use of land by

Taconic Shores Property Owners Association, Inc. Made and executed on this 28 day of April, 2017 by

John Doe, and Jane Doe ^{+ (any other owner if applicable)} the owner(s) of lot

number 120 at Taconic Shores (premises known as 53 Lake Shore, Copake, New York) referred
to herein as the "Parcel."

WITNESSETH:

WHEREAS, Taconic Shores, Inc. became the owner of a certain tract of land with buildings erected thereon in the Town of Copake, County of Columbia, State of New York, by virtue of a certain deed dated May 16, 1957, from Arthur C. Blair, Richard P. Boice, William A. Mehl, William M. Yonkers, Henry B. Wesselman, individually, and Henry B. Wesselman, as Trustee (pursuant to Trust Indenture dated July 15, 1954 between Trustee and George P. Stanley), as grantors and Taconic Shores, Inc., as grantee, which deed was recorded in the Office of the Clerk of Columbia County on May 17, 1957; and

WHEREAS, Taconic Shores, Inc., in contemplation of the sale of property described in said deed, duly executed a Declaration of Restrictions, Conditions, and Covenants affecting said property dated May 16, 1957 and recorded in the Office of the Clerk of Columbia County on May 17, 1957, in Liber 331 Cp. 255, and duly executed a further Amended Declaration of Restrictions, Conditions and Covenants affecting said property dated November 27, 1957, and recorded in the Office of the Clerk of Columbia County on December 4, 1957, in Liber 339 Cp. 223; and

WHEREAS, the restrictions, conditions, covenants, agreements and rights created and reserved in and by said Declaration are by the terms of said Declaration enforceable and exercisable by Taconic Shores, Inc., its successors or assigns, it being the intention of Taconic Shores, Inc., that said restrictions, conditions, covenants, agreements and rights should be ultimately enforced and exercised by a corporation representing the purchasers of lots in the property described in the aforesaid deed; and

WHEREAS, Taconic Shores Property Owners Association, Inc., was duly incorporated as a Membership Corporation under the laws of the State of New York on May 21, 1957, and the membership of said corporation now comprises substantially all of the owners of lots in the property described in the aforesaid deed; and

WHEREAS, by Assignment dated March 18, 1960, executed on March 24, 1960 and duly recorded in the office of the Clerk of Columbia County on April 5, 1960, in Liber 363 of Deeds at page 230, said Taconic Shores, Inc. did transfer all of its rights under the above described Declaration of Restrictions, Conditions and Covenants, and amended Declaration of Restrictions, Conditions and Covenants, to Taconic Shores Property Owners Association, Inc., and thereby the right, power and authority to enforce all of the restrictions, conditions and covenants, agreements and rights created and reserved in and by said Declaration and Amended Declaration did become vested in Taconic Shores Property Owners Association, Inc.; and

WHEREAS, by Renewal of Declaration, dated December 29, 1967, executed by said Taconic Shores Property Owners Association, Inc., and recorded in the Office of the Clerk of Columbia County on December 29, 1967 in Liber 440 of Deeds at Page 573, the said amended Declaration of Restrictions, Conditions and Covenants, together with certain amendments and additions thereto, were renewed for a period of ten (10) years commencing January 1, 1968; and

WHEREAS, by Renewal of Declaration, dated December 14, 1977, executed by said Taconic Shores Property Owners Association, Inc., and recorded in the Office of the Clerk of Columbia County on December 15, 1977 in Liber 533 of Deeds at Page 303, the said amended Declaration of Restrictions, Conditions and Covenants, together with certain amendments and additions thereto, were renewed for a period of ten (10) years commencing January 1, 1978; and

WHEREAS, by Renewal of Declaration, dated April 7, 1989, executed by said Taconic Shores Property Owners Association, Inc., and recorded in the Office of the Clerk of Columbia County on April 12, 1989 in Liber 622 of Deeds at Page 268, the said amended Declaration of Restrictions, Conditions and Covenants, together with certain amendments and additions thereto, were renewed for a period of ten (10) years commencing January 1, 1990; and

WHEREAS, by Renewal of Declaration, dated February 27, 1999, executed by said Taconic Shores Property Owners Association, Inc., and recorded in the Office of the Clerk of Columbia County on March 1, 1999 in Reel 331 Frame 1962, the said amended Declaration of Restrictions, Conditions and Covenants, together with certain amendments and additions thereto, were renewed for a period of ten (10) years commencing January 1, 2000; and

WHEREAS, by Renewal of Declaration, dated January 4, 2008, executed by said Taconic Shores Property Owners Association, Inc., and recorded in the Office of the Clerk of Columbia County on January 7, 2008 in Reel 331 Frame 1962, the said amended Declaration of Restrictions, Conditions and Covenants, together with certain amendments and additions thereto, were renewed for a period of ten (10) years commencing January 1, 2009; and

WHEREAS, by the terms of the aforesaid Declaration of Restrictions, Conditions and Covenants, for said restrictions, covenants, conditions, agreement and rights to remain in force, they are to be renewed every ten (10) years by the owners of two-thirds in area of property described in the aforesaid deed, exclusive of streets, private lanes and parks, private or otherwise by consent and agreement for ten year periods commencing on January 1, 1968; and

WHEREAS, the next ten (10) year renewal period shall commence on January 1, 2018;

my other owner if applicable **NOW, THEREFORE**, I (we) John Doe, and Jane Doe ⁺ ~~as~~ the of the owner(s) of the Parcel, agree and consent to the renewal for a period of ten (10) years of all of the restrictions, conditions and covenants in effect as of this date.

By signing below, I (we) certify to Taconic Shores Owners Association, Inc., that I (we) are the only owner(s) of the Parcel, or are authorized to act on behalf of the owner(s) of the Parcel; that I (we) are authorized and empowered to sign this agreement; and that my(our) entering into and the execution of this agreement does not violate any law, court order, covenant or other legally enforceable obligation which I (we) are a party or subject thereto. I (we) understand that our consent and agreement is irrevocable, and we enter into this agreement with knowledge that the Taconic Shores Property Owners Association, Inc., and its officers, directors, legal counsel and members are rely thereupon.

IN WITNESS WHEREOF, I (we) has executed this non-revocable agreement as of the date first written above.

Owner: John Doe Jane Doe + (any other owner if applicable)

Name Title

Name Title

Prepared By: The Law Offices of Brian J. Herman
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