

1/26/00

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made as of this _____ day of _____, by _____, [residing at]/[having a principal place of business at]/[having its principal offices at] _____, hereinafter referred to as the "Declarant," as owner of the premises described in "Schedule A" annexed hereto, hereinafter referred to as the "premises."

W I T N E S S E T H

WHEREAS, Declarant has applied to the [Planning Board]/[Zoning Board of Appeals] of the Town of East Hampton for approval of _____; and

WHEREAS, the [Planning Board]/[Zoning Board of Appeals] has determined that such [subdivision approval]/[site plan approval] /[etc.] be granted, provided that the owner of the premises make this Declaration setting forth certain covenants and restrictions regarding the use of the premises; and

WHEREAS, Declarant deems it to be in the best interest of Declarant, Declarant's successors and assigns, and the Town of East Hampton, to impose certain covenants and restrictions upon the use of the premises, and desires to hereby impose those covenants and restrictions;

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby

declares that the said premises are now held and shall be conveyed subject to the following covenants and restrictions:

1. ...
2. ...
3. ...

. Declarant and Declarant's successors and assigns shall include these covenants and restrictions in every instrument of conveyance to a grantee, vendee, lessee, mortgagee, or other person or entity acquiring an interest of whatever kind or nature in the premises, expressly subjecting the conveyance thereof to these covenants and restrictions. These covenants and restrictions, however, shall apply to and govern the use and occupancy of the premises, notwithstanding the failure to set them forth or include them in an instrument of conveyance.

. These covenants and restrictions shall be construed to be in addition to and not in derogation of limitation of any relevant provisions of local, state, and federal laws, ordinances, or regulations in effect at the time of the execution of this agreement, or at the time such laws, ordinances, or regulations may thereafter be promulgated, amended, or revised.

. These covenants and restrictions shall be enforceable by the [Planning Board]/[Zoning Board of Appeals] of the Town of East Hampton, by injunctive relief or other remedy in equity or at law. The failure of the [Planning Board]/[Zoning Board of Appeals] to enforce the same

shall not be deemed to affect the validity of these covenants and restrictions nor to impose any liability whatsoever upon the [Planning Board]/[Zoning Board of Appeals] of the Town of East Hampton or any officer or employee thereof.

. These covenants and restrictions shall run with the land and shall be binding upon Declarant, Declarant's successors and assigns, and upon all persons or entities claiming under them, and can be terminated, revoked, or amended only by [the owner of the premises]/[the owners of a majority of the lots shown on the subdivision map] and only with the [written consent of a majority plus one of the Planning Board of the Town of East Hampton, after public hearing held on ten (10) days notice]/[the unanimous written consent of the Zoning Board of Appeals of the Town of East Hampton].

. If any section, subsection, paragraph, clause, phrase, or provision of these covenants and restrictions shall be adjudged illegal, unlawful, invalid, or held to be unconstitutional by a court of competent jurisdiction, that judgment shall not affect the validity of these covenants as a whole, or any provision hereof, other than the part so adjudged to be illegal, unlawful, invalid, or unconstitutional.

IN WITNESS WHEREOF, Declarant has caused this instrument to be duly executed [and its corporate seal to be affixed] on the date and year first above written.