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**STONEWALL ACRES SITE OWNERS  
ASSOCIATION INC.**

THE ABOVE RULES AND REGULATIONS HAVE BEEN  
RECEIVED BY THE SITE OWNER(S)

*[Signature]*  
WITNESS

\_\_\_\_\_  
SITE OWNER

*[Signature]*  
PRESIDENT

*[Signature]*  
DATE

STONEWALL ACRES

RULES and REGULATIONS

Proposal of a committee consisting of representatives of the Stonewall Acres Site Owners Association to amend the Rules and Regulations of Stonewall Acres dated September 25, 1977.

15 September 2007

amendment of article IV

section #3 General maintenance fees

## RULES AND REGULATIONS

### STONEWALL ACRES

THESE RULES, dated this 25<sup>th</sup> day September 1977, promulgated by Champlain Resorts Inc., a New York State Corporation, are hereby declared for the purpose of governing and controlling the preservation and enhancement of the character, amenities and opportunities of STONEWALL ACRES for the maintenance of open spaces and other community facilities.

#### ARTICLE I Definitions

As used herein, the following terms shall have the following meanings:-

“RULES” shall mean this instrument, as from time to time amended.

“BOARD OF DIRECTORS” shall mean the Board of Directors of STONEWALL ACRES SITE OWNERS ASSOCIATION INC.

“DEVELOPER” shall mean Champlain Resorts Inc., its successors and assigns to the extent so designated by Champlain Resorts Inc.

“GENERAL PLAN OF DEVELOPER AND OR DEVELOPMENT” shall mean the schematic plan encompassing the whole or and part of the community to be developed upon the Properties, which sets forth the general uses of the land, including types of uses, general location of structures, common areas, recreational and open space areas and any and all other uses as the Developer in its discretion may from time to time determine.

“THE PROPERTIES” shall mean all real property which is subject to these rules as well as such other real property as may from time to time be made subject thereto by the Developer.

“COMMON AREAS” shall mean all that real property located and situated between the sites as well as other property located within the confines of STONEWALL ACRES.

“SITES” shall mean each numbered lot designated on the site map of STONEWALL ACRES, attached hereto as Exhibit A.

“OWNER” shall mean the Owner member of Stonewall Acres Site Owners Association Inc., whether one or more persons or entities, of any site.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**  
**AND ADDITIONS HERETO:**

**Section 1. Existing Property**- The initial real property is as shown on the site map attached here to as Exhibit A.

**Section 2. Additions by the Developer** - The Developer shall have the right to add to the Properties any additional real property to be subject to these rules.

**ARTICLE III**  
**MEMBERSHIP RIGHTS:**

**Section 1. Use of Facilities** - Membership in the STONEWALL ACRES SITE OWNERS ASSOCIATION INC. Entitles the member, his immediate family and guest:-

- a) Exclusive use of Site
- b) The use of the following recreation facilities; Club House, Swimming Pool, Adult Recreational Areas, Children's Recreational Areas, Streets, and Water Districts.

**Section 2. Owner's Right of Enjoyment** - Each owner member shall have a right of enjoyment in and to the Common Area, subject to the following provisions:-

- a) the right of the Board of Directors to suspend the right of any Owner to use such facilities for any period during which any assessment against his Site remains unpaid for more than 60 days after the due date.
- b) the right of the Developer to dedicate or transfer all or any part of the Common Areas as it is completed and deeded over to the Site Owner's Association.

**Section 3. Damage or Destruction of Common Areas by Members - Special Assessments**- In the event that any Common Area is damaged or destroyed by a Site Owner or any of his tenants, employees, guests, contractors, licensees agents or members of his family, the Developer or its assigns shall be authorized to repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Developer or its assigns, in the sole discretion. The amount necessary for such repairs shall be paid as a special assessment to the Developer or its assigns, by said member upon demand, and the Developer or its assigns, may enforce collection thereof in the same manner and subject to the same conditions as provided hereinafter for enforcement of collection of other assessments.

**ARTICLE IV**  
**COVENANT TO PAY ASSESSMENTS**

**Section 1. Right of Eviction & Personal Obligations of Assessments** - Each Owner of STONEWALL ACRES, by acceptance of said membership, is deemed to covenant and to agree to pay to the membership of the association as due:-

- a) General Maintenance Assessments, and
- b) Such assessments as shall be established by the Board of Directors of STONEWALL ACRES. Each such assessment, together with interest, costs and reasonable attorney's fees for collection shall be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. This personal obligation for delinquent assessments shall not pass to an Owner's successor or lessee unless expressly assumed by him. Further, failure to pay such an assessment as it falls due, shall be grounds for eviction as outlined herein.

**Section 2. General Maintenance Assessment** - All expenses relating to the upkeep, Maintenance and perpetuation of the Common Area and other facilities used by the Site Owners, including but not limited to real estate taxes, utilities, insurance, security, snow removal, grass cutting, sewage disposal etc.

**Section 3. Maximum General Maintenance Assessment** -

- a) Raised from \$225.00 to \$275.00 per year by vote of the membership on Dec 15/04, due in advance on a yearly basis.

**"PAYABLE APRIL 1<sup>st</sup>."**

\$60.00 for non-utilized lots.

to the SITE OWNERS ASSOC. INC.'s treasurer.

- b) The Maximum General Maintenance Assessment rate may be increased from time to time as deemed necessary by referendum of **50% + 1 of Full Maintenance Members** of STONEWALL ACRES SITE OWNERS ASSOCIATION INC. subject to the accounting provisions contained herein.

**Section 4. Accounting for General Maintenance Assessment** - The Board of Directors of S.A.S.O.A.I. shall be obliged to account to the site owners on an annual basis, with regard to the expenditure of the General Maintenance, Capital Improvement Assessment, or any assessment which may be levied hereafter to these rules.

**Section 5. Notice of Assessment** - Notice of any general, special or other assessment shall be provided by the Board of Directors to the site owners by notice in writing at least sixty (60) days before the imposition of any new assessment or change in any existing one. Any Capital Improvement to be assessed against the Site Owners in excess of \$1,000.00 must be voted by the members of the Association.

**Section 6. Effect of Nonpayment of Assessment - Remedies of the Board of Directors** - Any General or Special Assessment not paid within (30) days after the due date shall bear interest from the due date at the percentage rate not greater than the then current Legal interest rate, for each assessment period. The Board of Directors may bring the action at law or equity against the Site Owner personally obligated to pay the same, or pursue its right of eviction. In the event that any general or special assessment is not paid within (90) days after the due date, the Board of Directors shall have the right to impose a 50% penalty and to evict the Site Owner from the premises, through court action as provided by the laws of the State of New York

**Section 7. Payment of Assessment** - Should a Site Owner purchase two or more lots, they are required to pay the assessment for each lot in accordance with the present fee schedule.

## **ARTICLE V** **PROPERTY CONTROLS**

**Section 1. Method and Purpose** - The Director of Environmental Control will establish and appoint an Environmental Control Committee of no less than three (3) members, whose members need not be members of the Board of Directors, which shall be empowered to regulate the use and maintenance of land and improvements of The Properties in such a manner as will preserve the character of the community, enhance property values, and maintain a harmonious relationship among campsites and the natural vegetation and topography.

**Section 2. Protective Covenants** -

- 1) No campsite shall be used for a permanent residence or as a domicile.
- 2) Only recreational vehicles will be allowed as living accommodations at STONEWALL ACRES by Site Owners.

**What is a Recreational Vehicle?**

In order to differentiate between camper-type vehicles and such vehicles as all-terrain vehicles, snowmobiles, off-road vehicles, 4-wheel drive vehicles, motorized cycles of various kinds and other, the Recreational Vehicle Institute some years back adopted the term "Recreational Vehicle". This term was intended to encompass all vehicles primarily designed as temporary living quarters for recreation, camping or travel - either with their own motive power or mounted on or towed by another powered vehicle.

All Recreational Vehicles will be equipped with a toilet, shower, and/or bathtub and a hot water heater.

An exception to the above will be that camping trailers will NOT BE ALLOWED. The description of a camping trailer is;- "They have either hard or soft sides that permit the unit to fold down to provide a low profile."

It is intended that mobile homes will UNDER NO CIRCUMSTANCES BE ALLOWED at STONEWALL ACRES.

No homemade vehicles, converted buses, truck campers or similar type vehicles will be permitted. The purpose of this restriction, as with those enumerated hereafter, is to tightly control the appearance of both sites and the Common Area. Tents are NOT ALLOWED for any purpose. Any exceptions to this must be approved by the Environmental Control Committee.

- 3) Only one storage building per site is allowed and must conform to the following specifications:-
  - a) Constructed of metal, galvanized steel or aluminum, wood or vinyl.
  - b) Size will not exceed 8 feet in height, by 10 feet wide and 10 feet deep.
  - c) Color may be avocado green, dark walnut brown, beige, white or a color that matches the dominant color of the trailer. Any storage building placed on a site prior to Sept. 25, 1977 may remain its original color until such time as the Board of Directors deems them rusted or shabby in appearance. At that point the building must be painted to the required color specifications as above.
  - d) Building must be kept neat, clean, free of rust, and in damage free condition.
  - e) Building must be located in rear of Site, 10 feet from Site Owner's boundaries.
- 4) Refrigerators or freezers are not allowed to be located outside of the Recreational Vehicle, unless they are located inside of a building.
- 5) Outside bright lights that are a nuisance to the neighbor are not allowed and all outside lights are subject to the approval of the Environmental Control Committee. Christmas lights are allowed between December 1<sup>st</sup> and January 31<sup>st</sup>.
- 6) No trees with a diameter in excess of 2" at the base will be cut within 10 feet of any property lines, except the lines bordered by street, unless approval is issued in writing by the Environmental Control Committee. A tree that is dead or diseased, that threatens power lines or trailers may and should be removed.
- 7) Recreational Vehicles will be parked no less than 30 feet in from the street and at least 10 feet from any property line. The front of the Recreational Vehicle must be perpendicular to the street or parallel to the length of the property line. Any exceptions to the above must be approved in writing by the Environment Control Committee.
- 8) Not more than one Recreational Vehicle shall be permitted on any one site.
- 9) Driveways will be of an inline single width type directly in front of the Recreational Vehicle. Any exceptions to the above must be approved by the Environmental Control Committee.
- 10) A FINE SYSTEM plus cost of repairs for damages will be established by the Site Owners Assoc. The money collected from the fines will go into the Site Owners Assoc.'s General Fund

- 11) Pool regulations must comply with the Laws of the State of New York and the Site Owners Association Inc. As posted.
- 12) Showers located near the pool area are to be used only before and after swimming. They are not there for routine use. This would not be fair to other Site Owners who share in the cost of electricity and L.P. gas.
- 13) Guests of STONEWALL ACRES must be invited by Site Owner or the Developer, his agent, or employee. They must be registered in the registry book located in the Club House. Non-owners who wish to inspect the facilities at STONEWALL ACRES must be accompanied by either an Owner, and employee, or agent of the Developer. We do not wish to have STONEWALL ACRES turned into a sight-seeing attraction. Measures will be taken to eliminate people from taking the liberty of just driving through the campground. All other people who are either not members of a household of a Site Owner or a registered guest will be directed to leave the property immediately.
- 14) Site Owners are expected to report any infractions of the regulations to a Director for immediate corrective action. The Site Owner's Association Inc., may for minor infractions, decide to allow the employed campground manager to handle these lesser offences.
- 15) Fireplace wood may be stored by individual Site Owners providing the wood is stored in a neat and orderly fashion behind the Recreational Vehicle or Site. It is the intention of the Developer that each Site Owner keep his lot clean and orderly. Additional restrictions in this area may be established at a future date by the Site Owner's Association Inc.
- 16) Stones will not be removed from any area other than property owned by a Site Owner.
- 17) A. Any additions or porches are allowed only by a permit issued by the Board of Directors. Prior to the preparation of a plan, the Site Owner should request a copy of the building guidelines. Site Owners who fail to obtain a permit will be required to remove the structure immediately. Fences are not allowed. Stone wall must not exceed thirty six (36) inches in height. Hedges along the road frontage shall not exceed forty eight (48) inches in height.  
B. For an add-a-room, a plan must be submitted to the Board of Directors prior to construction. Maximum size: 12 feet wide, with max. height, 3 feet higher than the trailer, and no longer than the length of the trailer.
- 18) No outside toilet, outhouse, individual sewerage or waste disposal system, of temporary nature, shall be permitted on any Site.

- 19) All grass areas must be cut and trimmed as necessary to keep lawns neat in appearance.
- 20) No animals, livestock, or fowl of any kind shall be brought upon or kept on any site, except household pets may be kept on sites providing they are not raised, bred or kept for commercial purposes, and maintained under control at all times and not Permitted to create a public health or noise nuisance, and their droppings are removed and disposed of. Dogs shall be kept on leashes when not otherwise confined physically to their Owner's Site. Dogs are not allowed in the Club House, designated recreational areas or pool area.
- 21) No stripped down, partially wrecked or junk vehicles or sizeable part thereof, and no discarded or abandoned material of any kind shall be permitted to be parked or stored upon any campsite or along any service driveway, street, park area or community property within the Properties.
- 22) No vehicles shall be parked on or along any street or service driveway or community property within the properties except on designated parking areas or lots. No commercial truck shall be parked for storage at anytime on any campsite in the Properties, except during deliveries or servicing. Trucks designed and equipped as per definition of a Recreational Vehicle, may be parked on a designated site under the conditions that if such parking is permitted a fee will be applied.
- 23) Any outdoor clothes line will be of the collapsible type and of a temporary nature. It shall be placed out of sight.
- 24) No Site Owner shall build or permit the building thereon of any structure or the parking of any vehicle thereon or receptacles thereon that is to be used as an exhibit. The Developer reserves the right to exhibit trailers on a site providing no utilities are used.
- 25) All sites, whether occupied, and any improvements placed thereon shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such site or the objectionable accumulation of rubbish or debris thereon.
- 26) No obnoxious, offensive or illegal activities shall be carried on at any site nor shall anything be done on any site that shall be or become an unreasonable annoyance or nuisance to the neighborhood, nor shall any grease, cooking oils or animal fats, be poured or spilled onto the ground within The Properties.
- 27) No site shall be used for commercial purposes other than camping, except for the Developer who may display Recreational Vehicles for sale on sites.

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- 28) Any Recreational Vehicle on any site which may be destroyed in whole or in part by fire, windstorm or any other cause or act of God, must be rebuilt or all debris removed and the Site restored to a slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than thirty (30) days after insurance adjuster has made final arrangements.
- 29) No tree, shrub, or any growth will be cut, peeled, pruned, altered, removed or changed in any extent within the STONEWALL ACRES Common Area or Sites that have not been transferred by the Developer; or the Board of Directors, if the property has been transferred to the Site Owners Association Inc. without prior written consent.
- 30) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any site or be thrown into or left on the shoreline of any pond, brook, or street in The Properties. All Recreational Vehicles having sewage drains shall have their drains sealed for the duration of their stay on any site, unless such drains are being serviced by an approved disposal method. Grey water waste shall be disposed of only in an approved disposal method designated throughout the camping resort. Under no circumstances will grey water be allowed to drain onto the ground.
- 31) Garbage and trash receptacles will be located at the rear of the Recreational Vehicle. They cannot exceed four (4) feet in height or three (3) feet in diameter. Containers must be equipped with a secure air-tight cover. They must be lined with a clear plastic bag. All rubbish containers must be emptied if you are away from your site in excess of twenty four (24) hours. If decided at a later date, Site Owners will place trash in front of their site at designated times for trash collection. The trash will be securely closed in a heavy-duty clear plastic bag. If trash collection is not offered, the Site Owners will place trash in an area designated for general pickup. All garbage collection procedures must comply with existing municipal bylaws.
- 32) A compulsory fire hose (minimum 100 feet) complete with nozzle and shut-off valve must be installed at the side of the trailer and easily accessible for fire fighting.
- 33) No open fires shall be permitted of any kind on any Site except within the confines of a field stone fireplace of approved design. Fireplaces will be constructed only of field stone and mortar and lined with fire bricks. The size will not exceed twenty four (24) square feet and not more than four (4) feet in height. It will be located at least ten (10) feet from the Site Owner's property lines. No fire will be left unattended. All fires must be attended by an adult at all times and thoroughly extinguished upon completion of their use. The burning of trash and garbage at sites is prohibited. Each shall have available at least one approved fire extinguisher. All indoor fireplaces and stoves must be subject to the approval of the Altona Fire Department.

- 34) No camping shall be permitted in any easement area, within the setback areas or on any Common Areas, street or service driveways; except supervised groups in designated areas.
- 35) TV reception shall be by the use of the antenna normally built into a TV set or the antenna attached to the exterior of the Recreational Vehicles. External TV antennas or satellite dishes must be approved for installation and size by the Board of Directors if not attached to the Recreational Vehicle.
- 36) Signs, except for name signs and Site number of the Owner, and except for directional and informational signs erected by the Developer are prohibited. Signs will conform to specifications as designated by Site Owners Association Inc
- 37) A. Motorcycles, minibikes, motor scooters, drag races and motor vehicles which create loud and obnoxious noises shall not be operated in the Properties except to travel in and out.  
B. Golf carts can not be operated by unlicensed drivers.
- 38) Snowmobiles are permitted to be driven in and out of the park along side roadways and Common Areas provided that speed limits are observed and full respect to neighboring Site Owners is maintained - subject to further notice.
- 39) No vehicle of any type may be driven or towed in a reckless manner on or along any street or service driveway within the Properties. Furthermore, all such vehicles must observe speed restrictions and noise limitation throughout the camping resort as established or changed from time to time by the Developer, its successors or assigns, or the Board of Directors. The maximum speed limit within the development will be ten (10) M.P.H. No unlicensed vehicles and no unlicensed operators shall be allowed to operate a motor vehicle within The Properties.
- 40) No major repair shall be performed on any Site or within the confines of The Properties of any motor vehicle.
- 41) No hunting or shooting of firearms is permitted on any Site or within the confines The Properties.
- 42) No drilling or digging of wells of any description, quarrying, mining, dredging, or excavating, of any type or nature, shall be done at Stonewall Acres except by the Developer as may be necessary to promote the health or welfare of property owners or for construction of Sites or the Common Area.
- 43) The STONEWALL ACRES SITE OWNERS ASSOCIATION INC. Reserves the right to promulgate further restrictions consistent with those above enumerated for the purpose of maintaining the present environment of the Site at STONEWALL ACRES.

- 44) All Sites shall in the determination of the Developer be subject to such entry for installation and service of water lines, sanitary sewers, storm drainage facilities, gas lines, telephone lines, electric power lines, television antenna cables, and Other utilities as shall be established by the Developer. Except in unusual circumstances, water, and electric utility lines shall be installed by the Developer and it shall be the responsibility of each Owner to connect such utilities.
- 45) The Developer, its successors or assigns reserve the right to enter upon any vacant or unattended site for the purpose in improving its general appearance, or to install electric, water or sewage system, without being classified as a trespasser, or being liable for damages to property removed.
- 46) All Recreational Vehicle which are maintained on any Site must be in good condition, and painted and maintained on the exterior.
- 47) Through optional individual rental agreement between Site Owners and second parties, who shall be required to observe and obey all the rules and regulations promulgated by the Developer. Such second parties shall be entitled to the use of the facilities within the recreational vehicle park.
- 48) No Site shall be further subdivided or separated into smaller sites by any Site Owner, and no portion which is less than all of any such site shall be conveyed or transferred by a Site Owner.
- 49) All covenants and restrictions contained herein may be enforced by the Developer, its successors or assigns.
- 50) Natural drainage of and Site shall not be altered so as to drain into adjacent properties except that the neighbor who are effected by the drainage may agree to such alteration.

**ARTICLE VI**  
**GENERAL PROVISIONS**

**Section 1. Duration** - These rules and any amendments thereto shall be subject to change by present Developer or assigns.

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**Section 2. Reservation of Right to Establish STONEWALL ACRES ASSOCIATION -**

The Developer hereby reserves the right to establish the STONEWALL ACRES ASSOCIATION INC., whose members shall consist of all the Site Owners of STONEWALL ACRES, as well as such other members as may be appointed at the time the Association is established. In the event such Association is established, the Developer shall have the right to assign to the Association, any of the rights, obligations and privileges reserved to the Developer herein. The Developer further reserves the right to convey any part of STONEWALL ACRES not sold to such an Association. In this event the entire responsibility for the ownership, maintenance and all expenses attendant thereto of the common property shall be entirely vested in said Association.

**Section 3. Amendment** - These rules may be amended or addition made thereto with the approval of a two thirds (2/3) vote of the Board of Directors of STONEWALL ACRES SITE OWNERS ASSOCIATION INC.

**Section 4. Enforcement** - The Developer, its successors or assigns, shall have the right to endorse by any proceeding at law or equity any or all rules, regulations, restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of these rules or any amendment thereto, as well as the right to eviction as outlined in Article IV, section 6, which right or eviction may be used by the Developer at his option, to enforce a violation of any of the restrictions, conditions, covenants, reservations, liens or charges in these rules or any amendments therein. Failure to enforce any rule, covenant, or restriction herein contained either by the Developer or its assigns, shall in no event be deemed a waiver of the right to do so thereafter.

**Section 5. Severability** - Invalidation of any one of these rules, covenants, or restrictions by judgement or order of a court of competent jurisdiction, or otherwise, shall not effect any provisions contained herein, and such other provisions shall remain in full force and effect.

**Section 6.** These rules shall be governed by the laws of the State of New York.

**Section 7.** These rules and regulations may be recorded by the Developer or its assigns, in their present form or as amended. In addition, these rules may later, at the discretion of the Developer, be recorded among the land records of the county to which they relate in the form of Restrictive Covenants, in which event they will run with the land.