

Appendix 5

2026 Updated Draft Declaration

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (“Declaration”) is made as of the ____ day of _____, 202__5 (the “Effective Date”), by and between SL Keane Stud LLC, a Delaware limited liability company, having an address at 217 Depot Hill Road, Amenia, NY 12501 (the “Declarant”) and the Town of Amenia, a municipal corporation having an address of 4988 Route 22, Amenia, New York 12501 (the “Town”).

- RECITALS -

A. Declarant is the fee owner of two (2) parcels of real property comprising approximately 606 acres and the improvements thereon, located in the Town of Amenia, County of Dutchess, State of New York, designated as tax parcel numbers 132000-7166-00-403720 and 132000-7167-00-212034, and more specifically described in Schedule A attached hereto (the “Property”).

B. The Property is located within the Rural Agricultural “RA”, Rural Residential “RR,” and Scenic Protection Overlay “SPO” Districts of the Town of Amenia.

C. On September 15, 2021~~In _____~~, Declarant submitted an initial application for a 32-lot subdivision application (the “Application”) to subdivide of the Property to the Planning Board of the Town of Amenia (the “Planning Board”) and subsequently prepared a conservation analysis of the subdivision as required by the Town of Amenia Zoning Law (“Zoning Law”).

D. In response to the Application, the Planning Board undertook and completed a conservation analysis of the Subdivision as required by the Town of Amenia Zoning Law (“Zoning Law”), and adopted On August 9, 2023, the Planning Board adopted Resolution #9 of 2023 accepting adopting conservation findings (the “Conservation Findings”) for the Subdivision based on the conservation analysis for a reduced 27-lot subdivision of the Property (the “Subdivision”) titled “Keane Stud Subdivision Conservation Analysis,” prepared by Rennia Engineering Design, PLLC, dated October 19, 2021, last revised May 5, 2023 (the “Conservation Analysis”), and adopting certain findings (the “Conservation Findings”).

E. Following On October 24, 2023, the Planning Board commenced coordinated review of the Subdivision extensive review under the State Environmental Quality Review Act (“SEQRA”) of potential impacts of the Subdivision, including potential visual impacts of a theoretical future buildout of the Subdivision, and on September 10, 2025 adopted a positive declaration of environmental significance requiring the preparation an environmental impact statement.

F. On _____, upon completion of review under SEQRA, the Planning Board adopted a Findings Statement by Resolution No. _____.

E. the Planning Board adopted a Negative Declaration under SEQRA at its meeting on _____, determining that the imposition by Declarant of certain limitations on the improvement and use of the Lots as provided in this Declaration will mitigate the potential

~~environmental impacts of the Subdivision to the maximum extent practicable, including visual impacts.~~

~~F.G.~~ On _____, by Resolution No. _____ titled “_____”, the Planning Board granted final approval of the Subdivision (the “Subdivision Approval”). The approved subdivision plat titled “_____,” prepared by _____, Rennia Engineering dated _____, was filed in the Office of the Dutchess County Clerk (“Clerk’s Office”) on _____ as Map No. _____ (the “Map”). The Lots are shown on the Map and more specifically described in Schedule B attached hereto.

~~G.H.~~ In accordance with the Subdivision Approval and as shown on the Map, the Property is subdivided into a total of twenty-seven (27) lots (each a “Lot” and collectively, the “Lots”) to be served by an existing road and two new private roadways. Pursuant to the provisions of this Declaration, twenty-~~seven~~-three (23) of the Lots (Lots 1-23) shall be for farm operations, including farm residences (such Lots each a “Farmstead Lot” and collectively, the “Farmstead Lots”), two (2) of the Lots shall be restricted to agricultural and equestrian uses (such Lots each an “Agricultural Lot” and collectively, the “Agricultural Lots”), and two (2) of the Lots will be conserved (such Lots each a “Conserved Lot” and collectively the “Conserved Lots”).

~~H.I.~~ The Subdivision Approval is conditioned upon the formation of a homeowners association (the “Association”) comprised of the owners of the Lots, including Declarant for so long as it is an owner (each an “Owner,” and collectively, the “Owners”) in accordance with applicable New York State law and regulation, which shall, upon filing of the Map, take title to the Roadways (as defined in Section ____ of this Declaration).

~~I.J.~~ The Subdivision Approval is also conditioned upon Declarant recording the following in the Clerk’s Office immediately upon filing of the Map: (1) this Declaration; and (2) the Declaration of Easements, Covenants, and Restrictions of the Homeowner’s Association (the “Association Declaration”).

~~J.K.~~ Declarant desires to impose the limitations on the improvement and use of the Lots provided in this Declaration to ensure that the Subdivision will be an agricultural and equestrian residential community that preserves the predominantly rural character of the area.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration reflected in this Declaration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby covenants and declares, for itself and for its successors and assigns, and for the benefit of the Town, that the Lots shall hereafter be held, transferred, sold, conveyed, used, rented, enjoyed, occupied, mortgaged or otherwise encumbered or disposed of subject to this Declaration, and further covenants and declares for itself and for its successors and assigns, as follows:

1. THE FARMSTEAD LOTS

1.1. Applicable Laws.

(a) The covenants, conditions, limitations, and restrictions of this Declaration shall supplement the Town of Amenia Zoning Law (the “Zoning Law”), as may be amended from time to time. Notwithstanding anything in this Declaration to the contrary, in the event any of the terms, conditions, or provisions of this Declaration conflict or are inconsistent with the provisions of the Zoning Law or the Association Declaration, then the terms, conditions, and provisions of this Declaration shall control.

(b) All proposed improvements to and uses of a Lot shall be subject to applicable provisions of this Declaration, the Association Declaration, and New York State, Dutchess County, and Town of Amenia laws, codes, and regulations, including, without limitation, Article IX of the Zoning Law.

1.2. Residential Perimeter and Residential Development Area. The Map delineates the “Residential Perimeter” within each Farmstead Lot approved under the Subdivision Approval. The Residential Perimeter of each Farmstead Lot shall not exceed in area the “Maximum Residential Perimeter Area” identified in Exhibit 1 hereto. The sole portion of a Farmstead Lot which is permitted to be improved with not more than one (1) principal single-family residence and permitted secondary residence or guest house structures and uses accessory thereto is the “Residential Development Area,” which shall not exceed ten percent (10%) of the area of the Farmstead Lot. The Residential Development Site shall be located within the area of the Residential Perimeter having the least sloped existing on unimproved grade.

1.3. Agricultural Area. The portion of each Farmstead Lot outside the Residential Development Area shall be the “Agricultural Area.” Subject to the restrictions set forth in this Declaration, the Agricultural Area shall be used for and/or maintained only for: (i) open space, including forested, wooded, or naturalized areas; (ii) passive recreation, including gazebos or other covered or uncovered passive observation areas for the owner’s private use; (iii) cultivation, raising, and manufacture of “farm products” as that term is defined by New York State Agriculture and Markets Law and “agriculture” as that term is defined in the Zoning Law including, without limitation, the cultivation of crops fruit and nut orchards, and grapevines; (iv) specialized agriculture such as greenhouse floriculture; (v) production of hay; (vi) commercial or non-commercial animal husbandry, horse breeding, horse riding including riding trails, horse boarding, and livestock ranching; (vii) structures, buildings, equipment, and improvements accessory to or serving any use permitted by foregoing clauses (iii)-(vi) of this Section 1.3; and (ix) gravel vehicle and pedestrian accessways and paths (“Accessways”), which shall only be so wide as necessary to access, tend, and/or maintain the uses permitted by this Section 1.3.

1.4. Prohibited Uses. The following uses shall be prohibited on all Lots: ~~(i) dairy farming;~~ (ii) dog kennels and dog breeding occupying more than ten percent (10%) of the Agricultural Area; (iii) private zoos or wild animal farms; ~~(iiiiv)~~ commercial or non-commercial breeding, raising or boarding of exotic animals not typical of Hudson Valley animal husbandry; (iv) animal recovery sanctuaries; ~~(vi)~~ aviaries occupying more than ten percent (10%) of the Agricultural Area, ~~(vii)~~ commercial hunting ranches; ~~(viii)~~ golf practice facilities exceeding 20,000 square feet; ~~(viiiix)~~ recreational playfields with grass, synthetic turf, or other surface larger than 15,000 square feet; ~~and (ix)~~ marijuana cultivation except ~~for personal use~~ as allowed by applicable New York State, ~~and~~ local laws, ~~and the HOA Association;~~ and (x) commercial solar arrays and

[installations](#). Subject to the foregoing, the Lots may be used for agriculture, keeping of animals, horseback riding, and other recreational uses permitted under the Zoning Law, including business enterprises offering recreational services.

1.5. Dimensional Requirements and Other Development Restrictions.

(a) The Farmstead Lots are subject to the dimensional requirements and other development restrictions set forth in Exhibit 1 hereto.

(b) A Farmstead Lot shall not have more than one (1) principal single-family residence with accessory apartment, and two or more Farmstead Lots may be combined to form a single lot, provided that the combined lot shall not have more than one (1) principal single-family residence. Notwithstanding the foregoing, a Farmstead Lot may be improved with a secondary single-family residence and accessory apartment provided that the Lot has sufficient acreage to comply with applicable density requirements set forth in Exhibit 1 hereto.

(c) No buildings may be constructed in the area affecting Farmstead Lots 18 through 22 that is identified on the Map as the “Non-Vertical Zone.” Notwithstanding, agricultural practices and structures without walls and roofs such as paddocks, fences, and riding rings shall be permitted in the Non-Vertical Zone, as well as gazebos with a footprint no larger than 500 square feet.

1.6. No Further Subdivision. The Lots shall not be further subdivided. This restriction shall be noted on the Map and in the Association Declaration.

1.7. Driveways. Notwithstanding anything in this Declaration to the contrary, driveways not more than 16 feet wide shall be permitted on any portion of a Lot the grade of which is less than fifteen percent (15%) and shall not be included in the calculation of Residential Development Area.

1.8. Water Storage. Nothing in this Declaration shall be construed to prohibit the improvement of any Lot or Lots with water storage ponds or other impoundments, or underground water storage tanks for use by fire or other emergency service providers.

1.9. Agriculture. Nothing in this Declaration shall be construed to limit the agricultural zoning exemptions as defined under the Zoning Law and the New York State Agriculture and Markets Law, including height, size, and location of agricultural structures and equipment.

1.10. Wetlands. Notwithstanding anything in this Declaration to the contrary, all wetlands shall be protected by a 100 foot buffer.

2. THE CONSERVED LOTS AND THE ROADWAYS

2.1 Conserved Lots F-1 and F-2. Declarant covenants and agrees that Lots F-1 and F-2 shall remain unimproved and shall not be developed, except with accessory structures for outdoor recreational use, horse trails, and Accessways.

2.2 Conserved Lots K-1 and K-2. Declarant covenants and agrees that Lots K-1 and K-2 shall not be further developed for residential use. Notwithstanding, Lots K-1 and K-2 may continue to be used for existing uses and for agricultural and equestrian purposes, including installation and construction of accessory structures, horse trails, and Accessways.

2.3 Roadways. Declarant covenants and agrees that the right-of-ways identified on the Map as ROW-A, ROW-B, and ROW-C (the “Roadways”) shall be owned and maintained by the Association subject to the Association Declaration.

3. DESIGN STANDARDS

3.1. Applicability. All residential structures on the Farmstead Lots must meet the design and architectural standards set forth in this Declaration, unless modified or revised by the Planning Board as part of the site plan review process under the Zoning Law. The Association Declaration, of even date herewith, may contain additional applicable guidelines and standards.

3.2 Rural Siting Principles. All residential and non-residential structures on the Lots must follow the rural siting principles set forth in the Zoning Law.

3.3 Exterior Lighting. All exterior lighting, including security lighting, in connection with all buildings, signs or other uses shall be shielded and directed downward and away from adjoining streets and properties and shall be compliant with DarkSky principles and be the minimum needed to provide for general illumination, safety, and security of entries, patios, outdoor spaces and associated landscape structures.

3.4. Color and Building Materials. No exterior materials shall be plastic or have a high gloss, glare, or reflective “mirror” type finish. All exterior finishes shall be in neutral colors in accordance with a color palette attached as Exhibit 2; white and ivory tones shall not be permitted for any structure.

3.5 Fencing and Landscaping:

a. All fencing shall be made primarily of wood, except for modifications made for agricultural practices. Fencing shall be limited to the Residential Perimeter, except for purposes of horse and/or livestock enclosure. Fences shall not be painted white, unless otherwise permitted by the reviewing board and/or committee of the Town. No privacy fences, security fences, or opaque walls shall be permitted.

b. At least two (2) large trees shall be planted per 1,000 square feet of residential floor area proposed to be developed on a Lot. The term “large tree” shall mean shade or evergreen tree that at maturity would be 35 feet or more in height.

c. Owners shall preserve existing stone walls and hedgerows as traditional landscape features that define outdoor areas in a natural way and create corridors useful for wildlife.

d. Retaining walls shall not exceed eight (8) feet in height and shall be constructed with natural materials and finishes; bright materials shall be prohibited.

3.6 Architectural Elements.

a. Roofs. Roof forms are to be gable, clipped gable, gambrel, or hipped forms. Shed roofs (flat roofs sloping in one direction, also known as “lean-to-roofs”) are acceptable when used as a secondary element in the overall roof composition. Flat sod roofs (“green roofs”) may also be used. Roof forms on more contemporary or modern buildings can be gable, shed, flat, patio, and incorporate building extensions or balconies as roof forms. Installation of solar panels on roofs shall be subject to approval by the Association and the Planning Board.

b. Doors. Doors may be single or double units, bifold, overhead, or part of a larger door wall system. All door glazing must utilize true divided lites, except for bi-fold doors, pocket doors, overhead doors, or door wall systems.

c. Windows. Windows shall be vertically proportioned and balanced on facades, with width to height ratios ranging from 1:1 to 3:5. Horizontal windows may be used just below roof eaves and/or dormers (“eyebrow” windows). Additional window requirements include:

i. Window glass areas shall be recessed. Projecting roof overhangs, balconies, or porches may be utilized to minimize visibility of, and reflections from, glass when viewed from off-site.

ii. Window types shall consist of vertical, casement, fixed picture, and/or double hung configurations, or may be part of a larger window wall system. Window forms shall utilize square or vertical shapes. Circular, oval, or shallow arched shapes shall be utilized only for accent windows. Divided lite windows shall utilize true or in-glass simulated divided lites.

iii. Large window surfaces shall be subdivided with structural members or integral muntins. Glass block visible from internal roads shall be prohibited.

iv. Unfinished aluminum or shiny metal is not permitted. Doors, windows and frames may be painted or stained.

v. All glazing shall meet or exceed energy codes. Glass may be coated or tinted to control solar heat gain, but a reflective, mirrored appearance is not permitted.

4. ENFORCEMENT

4.1 Enforceability. This Declaration is enforceable in law or equity in perpetuity solely by Declarant, the Town, any subsequent Owner, or by the Association.

4.2 Failure to Comply. If the Owner of any Lot shall not keep or perform any of the respective terms, covenants or conditions imposed upon it pursuant to the terms hereof and such default shall continue for a period of thirty (30) days after written notice thereof from the

Association, or if such Owner fails to commence its curative efforts promptly after the service of such notice or thereafter to proceed with all due diligence to cure the same in the case of a default which cannot with due diligence be cured within a period of thirty (30) days, then in any of such events, (i) the Association may exercise its rights at law or in equity or as otherwise provided in this Declaration and/or the Association Declaration, and/or (ii) the Town, at its option, may apply to any the New York Supreme Court, Dutchess County for: (a) specific performance of this Declaration; (b) injunctive relief against any noncompliance; and/or (c) any and all other appropriate legal and/or equitable remedies.

4.3. Nonwaiver. No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Declaration by any Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Notwithstanding the foregoing, the Town has the right and ability, but not the obligation, to enforce this Declaration and the Town's failure to enforce this Declaration shall not be deemed a waiver of or consent to any breach by the Declarant or any Owner or the Town's right to enforce the Declaration in the future.

4.5. Unavoidable Delay. In the event any Owner shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of an event beyond the reasonable control of such Owner, including, without limitation, acts of God, failure of power, riots, insurrections, strikes, embargoes, pandemics, or adverse weather conditions preventing the performance of work, provided that such event is beyond the reasonable control of such Owner and was not separately, concurrently or partially caused by any negligent or willful act or omission of such Owner, and provided that such act or event could not have been prevented by reasonable action on such Owner's part and such Owner asserting such act or event has used its best efforts to remedy the delaying condition in an expedient and efficient manner, then the time for performance of such act shall be extended for a period equivalent to the period of such unavoidable delay.

5. ADDITIONAL AND MISCELLANEOUS PROVISIONS

5.1 Notice. Any notice, report or demand required, permitted or desired to be given under this Declaration shall be in writing and shall be deemed to have been sufficiently given or served for an purposes if it is delivered (i) personally, or (ii) by a nationally recognized overnight courier prepaid by the sender, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses set forth on the first page of this Declaration or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given.

5.2 Covenants Run With The Land. Each and all of the covenants, restrictions and provisions of this Declaration shall run with the land and shall be binding upon and benefit the parties hereto and their respective successors and assigns.

5.3 Reservation of Rights. Declarant hereby reserves for itself and the Owners any and all rights accruing from fee ownership of the Lots, including, without limitation, the rights to sell, give, lease, or otherwise convey, or mortgage or encumber the Lots, subject to this Declaration, and including the right of the Owners and their invitees to engage in, or permit others to engage in, all uses of the Lots that are not expressly prohibited herein and are not inconsistent with this Declaration and the restrictions imposed hereunder. Declarant may grant utility easements as may be necessary to use, maintain or repair any existing uses and improvements on each Lot, maintain, repair or replace any utility, sewer and/or drainage facilities located on, over, under or across each Lot which exist as of the date of this Declaration, and take any actions with respect to each Lot which are required to be taken under any law, ordinance or regulation then in effect.

5.4 Subordination of Mortgages. Any mortgage or deed of trust affecting any portion of any Lot shall at all times be subject and subordinate to the terms of this Declaration, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Declaration.

5.4 Other Agreements. Nothing herein shall prohibit the mapping, recordation, improvement, maintenance or repair of any easement required or approved by the Planning Board including, without limitation, easements to the Association for maintenance of, among other things, hedgerows, stormwater management facilities, common areas, the Roadways, and for access over any Lot to the Conserved Lots.

5.5 Recording. This Declaration shall be executed and recorded in the office of the Dutchess County Clerk by Declarant upon filing of the Subdivision Map.

5.6 Modification. This Declaration may be amended, modified, or terminated only by a written agreement, executed and acknowledged by the Declarant, any successor Owners, and the Town.

5.7 Savings Clause. If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Declaration and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

5.8 Laws. This Declaration shall be construed and enforced in accordance with the laws of the State of New York without regard to conflict of laws provisions.

5.9 Headings. The headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

5.10 Construction of Words. Whenever in this Declaration the singular number is used, the same shall include the plural whenever appropriate, and vice versa; and words of any gender in this Agreement shall include each other gender whenever appropriate.

5.11 Counterparts. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.12 Binding Effect. Each and all of the covenants, restrictions and provisions of this Declaration (whether affirmative or negative in nature) will bind every person having any fee, leasehold or other interest in any portion of the Lots at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction or provision in question, or that the covenant, restriction or provision is to be performed on such portion, and will run with the land, and inure to the benefit of, and burden, the Declarant and its successors and assigns to the Lots, as their interest may appear.

|

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective
Date.

SL KEANE STUD LLC

By: _____
Name:.
Title: Authorized Representative

TOWN OF AMENIA

By: _____
Name:
Title:

[Nothing Further on this Page]

STATE OF NEW YORK)
 ss:
COUNTY OF DUTCHESS)

On the __ day of ____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ 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 he 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.

STATE OF NEW YORK)
 ss:
COUNTY OF DUTCHESS)

On the __ day of ____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ 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 he 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.

STATE OF NEW YORK)
 ss:
COUNTY OF DUTCHESS)

On the __ day of ____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ 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 he 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.

|

SCHEDULE A

2026 DRAFT

SCHEDULE B

2026 DRAFT

EXHIBIT 1

(Farmstead Lots: Lots 1 through 23)

Dimensional Restrictions. Each Farmstead shall meet the following dimensional standards for this conventional subdivision:

<u>Lot 1 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	20.34
Total "Farm Area" (±Acres)	18.30
Maximum Residential Development Area (±Acres)	2.03
Residential Perimeter (±Acres)	5.81
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	100'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	3,000
Total Maximum Residential Footprint (SF)	10,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 2 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	20.14
Total "Farm Area" (±Acres)	18.14
Total Residential Area (±Acres)	2.01
Residential Perimeter (±Acres)	12.57
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	100'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	3,000
Total Maximum Residential Footprint (SF)	10,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 3 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	15.79
Total "Farm Area" (±Acres)	14.21
Maximum Residential Development Area (±Acres)	1.58
Residential Perimeter (±Acres)	9.32
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	7,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

Lot 4 – Enhanced Development Restrictions

Minimum Lot Area (±Acres)	20.00
Total "Farm Area" (±Acres)	18.00
Maximum Residential Development Area (±Acres)	2.00
Residential Perimeter (±Acres)	14.63
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	7,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 5 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	11.66
Total "Farm Area" (±Acres)	10.49
Maximum Residential Development Area (±Acres)	1.17
Residential Perimeter (±Acres)	6.33
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	7,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 6 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	17.12
Total "Farm Area" (±Acres)	15.40
Maximum Residential Development Area (±Acres)	1.71
Residential Perimeter (±Acres)	10.89
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	7,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

Lot 7 – Enhanced Development Restrictions

Minimum Lot Area (±Acres)	20.01
Total "Farm Area" (±Acres)	18.01
Maximum Residential Development Area (±Acres)	2.00
Residential Perimeter (±Acres)	6.07
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	3,000
Total Maximum Residential Footprint (SF)	7,800
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 8 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	14.30
Total "Farm Area" (±Acres)	12.87
Maximum Residential Development Area (±Acres)	1.43
Residential Perimeter (±Acres)	8.72
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	7,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 9 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	15.32
Total "Farm Area" (±Acres)	13.78
Maximum Residential Development Area (±Acres)	1.53
Residential Perimeter (±Acres)	4.43
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	7,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 10 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	13.11
Total "Farm Area" (±Acres)	11.80
Maximum Residential Development Area (±Acres)	1.31
Residential Perimeter (±Acres)	3.33
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	6,000
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	6,000
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 11 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	20.04
Total "Farm Area" (±Acres)	18.04
Maximum Residential Development Area (±Acres)	2.00
Residential Perimeter (±Acres)	4.09
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	105,502
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	3,000
Total Maximum Residential Footprint (SF)	10,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 12 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	20.50
Total "Farm Area" (±Acres)	18.45
Maximum Residential Development Area (±Acres)	2.05
Residential Perimeter (±Acres)	4.70
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	92,391
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	3,000
Total Maximum Residential Footprint (SF)	10,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 13 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	21.38
Total "Farm Area" (±Acres)	19.25
Maximum Residential Development Area (±Acres)	2.14
Residential Perimeter (±Acres)	5.61
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	3,000
Total Maximum Residential Footprint (SF)	10,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 14 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	16.41
Total "Farm Area" (±Acres)	14.77
Maximum Residential Development Area (±Acres)	1.64
Residential Perimeter (±Acres)	3.20
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	7,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 15 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	17.15
Total "Farm Area" (±Acres)	15.43
Maximum Residential Development Area (±Acres)	1.72
Residential Perimeter (±Acres)	3.85
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	7,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 16 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	7.00
Total "Farm Area" (±Acres)	6.00
Maximum Residential Development Area (±Acres)	1.00
Residential Perimeter (±Acres)	5.55
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	5,500
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	5,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 17 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	10.01
Total "Farm Area" (±Acres)	9.01
Maximum Residential Development Area (±Acres)	1.00
Residential Perimeter (±Acres)	8.29
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	28'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	5,500
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	5,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 18 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	31.00
Total "Farm Area" (±Acres)	27.91
Maximum Residential Development Area (±Acres)	3.10
Residential Perimeter (±Acres)	10.18
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	21'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	4,500
Maximum Residential Footprint for Secondary Residence (SF)	1,500
Total Maximum Residential Footprint (SF)	6,000
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

Lot 19 – Enhanced Development Restrictions

Minimum Lot Area (±Acres)	41.50
Total "Farm Area" (±Acres)	37.35
Maximum Residential Development Area (±Acres)	4.15
Residential Perimeter (±Acres)	5.96
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	100'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	21'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	4,500
Maximum Residential Footprint for Secondary Residence (SF)	1,500
Total Maximum Residential Footprint (SF)	6,000
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 20 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	20.08
Total "Farm Area" (±Acres)	18.07
Maximum Residential Development Area (±Acres)	2.01
Residential Perimeter (±Acres)	5.41
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	21'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	5,000
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	5,000
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 21 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	20.46
Total "Farm Area" (±Acres)	18.42
Maximum Residential Development Area (±Acres)	2.05
Residential Perimeter (±Acres)	4.42
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	21'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	5,000
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	5,000
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 22 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	20.71
Total "Farm Area" (±Acres)	18.64
Maximum Residential Development Area (±Acres)	2.07
Residential Perimeter (±Acres)	3.53
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	21'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	4,500
Maximum Residential Footprint for Secondary Residence (SF)	1,500
Total Maximum Residential Footprint (SF)	6,000
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

<u>Lot 23 – Enhanced Development Restrictions</u>	
Minimum Lot Area (±Acres)	10.01
Total "Farm Area" (±Acres)	9.01
Maximum Residential Development Area (±Acres)	1.00
Residential Perimeter (±Acres)	2.89
Minimum Road Frontage (Town Road) (Feet):	250'
Minimum Front Setback (Feet) ¹	40'
Minimum Side Setback (Feet)	30'
Minimum Rear Setback (Feet)	50'
Maximum Residential Building Height (Feet) ³	21'
Maximum Impervious Surface (%)	10%
Maximum Residential Footprint for Principal House (SF)	7,500
Maximum Residential Footprint for Secondary Residence (SF)	0
Total Maximum Residential Footprint (SF)	7,500
Maximum Non-Residential Accessory Structure Footprint (SF) ²	3,000
Maximum Accessory Apartment (SF)	1,000

1) Measured from center line of road.

2) Excluding agricultural structures, residential accessory structures, structures used in connection with educational, religious, or charitable uses, camps, and all structures legally completed or granted a building permit, special permit, site plan approval, or variance prior to the adoption of the Zoning Law.

3) The vertical distance measured from the average elevation of the finished lot grade at the front of the building to the highest point of the ceiling of the top story in the case of a flat roof; to the deckline of mansard roof; and to the mean height level between the eaves and ridge of a gable, hip or gambrel roof.

KEANE STUD SUBDIVISION

Visualizations Color & Material Palette

COLOR

The color palette is to use muted and recessive tones that will allow the natural colors of the forest to dominate, complementing rather than contrasting with the setting. In general, this will require adhering to the following basic color concepts:

- *earth tones: earth tone colors, with their organic origins, should be used for the primary color composition.*
- *recessive colors: colors that recede, rather than advance, should be used. Generally, these are darker colors. A wide variety of colors may be used, but all must have a light reflective value (LRV) of 40 or lower. All paint manufacturers categorize their products by LRV and this information is readily available if not indicated directly on color swatches. Light or bright colors generally have an LRV greater than 44. The use of white and ivory colors are prohibited.*
- *multi-hued: large areas of monochromatic surfaces tend to stand out in the sunshine. As a result, colors which have a "tonal complexity" shall be employed.*

The palette and following design standards apply to all exterior surfaces of the house, including walls, parapets, roofs and all related fences and walls:

- *no exterior materials used shall have a high gloss, glare, or reflective "mirror" type finish.*
- *color application should be used consistently throughout each residence for all the building(s) and related outdoor areas and/or structures.*
- *large, monochromatic surfaces are not appropriate.*
- *colors for large field application should be recessive in value, while accent colors, used in limited areas, may "advance" towards the viewer.*
- *accent colors should be carefully considered for front doors, window sashes and other architectural elements so that they do not dominate or overwhelm the overall color composition.*
- *exterior hardscape colors should be complementary to exterior house colors.*
- *changes in exterior wall color should be made at "interior" intersections of walls.*



KEANE STUD SUBDIVISION

Visualizations Color & Material Palette

KEANE STUD SUBDIVISION COLOR PALETTE

Structures will be faced in reclaimed, stained or painted wood or shingles, as well as wood siding that will weather naturally.

Paint Colors



*Typical
Reddish-
Browns*

*Typical
Stonecutter
Blue*

Typical Greys

STAINED SHINGLE AND SIDING COLORS (SEE ALSO MATERIAL S PALETTE)



Typical Browns

*Typical
Reddish-
Browns*

*Typical
Taupe*

*Typical
Cedar*

*Typical
Beige*

Typical Light Beige



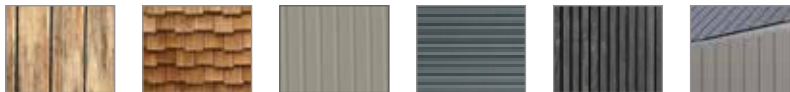
*Typical
Green*

Typical Grey/Weathered

MATERIALS - WALLS

Foundation walls may be stone or stained concrete.

Siding



Wood

Shingle

Cementitious

*May be Natural, Stained, or
Painted Wood; Shingle; or
Cementitious siding.*

STONE AND MASONRY



TIMBER



*May be Natural,
Stained, or Painted*

KEANE STUD SUBDIVISION

Visualizations Color & Material Palette

MATERIALS - ROOFS

Primary roofs are to be Shingle, Slate, or Metal; shingle roofs may be natural or stained

Roofs*



*Cedar
Shingle*



Slate



Metal

Metal roof colors must be dark, weathered greens, grays and brown tones; and are to be non-reflective.

MATERIALS - PORCHES

Porches are to be Stone or Concrete Pavers.

Pavers



Stone



Concrete

TIMBER



May be Natural, Stained, or Painted