

Southampton Pines  
Declaration of Covenants & Restrictions  
Excerpts

These covenants and restrictions do not apply to lots one (1) through fourteen (14) in the real property known as "The Pines-Easterly Parcel". They include the remaining lots in the Southampton Pines East subdivision and all parcels in the Chardonnay Acres section one (1) and two (2).

The covenants and restrictions are to insure the:

The preservation of the values and amenities and the natural beauty in said Community and that all construction in the Community is harmoniously designed and planned; and

To assure the use of said property remains in compliance with the regulations and provisions of the Declaration and Covenants and Restrictions as set forth by the Developer and assigned to the Southampton Pines Homeowners Association.

The covenants and restrictions include but are not limited to the following:

1. All proposed improvements must be approved by the Association to make sure they are following the covenants and restrictions of the development. The Town shall also review all proposed improvements to make sure they are following all Town code.
2. All homes must have a minimum required square footage of 2800 square feet excluding garages, terraces, decks, open porches, and the like.
3. No building, swimming pool, tennis court or any other structure of any kind, whether permanent or temporary, other than the Home, shall be erected or maintained upon any lot unless and until the plans and specifications therefor have been submitted to and approved, in writing, by the Association.
4. The exterior of any Home or any other structure, once approved pursuant to the Association's written approval, shall not be altered, modified, added to, reconstructed, or extended without the approval of the Association.
5. Each lot shall be maintained in good repair and overall appearance, including, but not limited to the regular maintenance of any landscaping contained on such lot.
6. No nuisance shall be allowed upon the Lot nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property.
7. No illegal or immoral use shall be made of the Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the property shall be observed.

8. Occupancy of the Lots is restricted to "One Family Occupancy," which shall be defined as residential occupancy by one or more persons but no more than four (4) persons unrelated by blood, marriage, or legal adoption. Rental of the Lot to any person shall be in accordance with such One Family Occupancy.
9. No boats, boat trailers, habitable vehicles of any nature, mobile homes, trailers, trucks, equipment, commercial vehicles, unlicensed or derelict vehicles, or any other similar property, shall be parked or stored within the Property unless parked or stored inside a garage or Home or adequately screened from the road and neighboring lots.
10. No sign of any character shall be displayed or placed upon any part of the property except owner's name signs and street number signs. This restriction shall not apply to the Association.
11. Modular homes and prefabricated homes are not permitted.
12. Each Owner shall, always, comply, in all respects, with the government, health, fire and policy requirements and regulation.
13. No structure of a temporary character, nor any tent, shack, garage, barn, or other outbuilding shall be erected or maintained on the Lots at any time.
14. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the property, except dogs, cats or other usual household pets may be kept on Lots if they are not kept, stored, or maintained for commercial purposes, do not become a nuisance to other Owners and occupants and (except for fish and domesticated birds), do not exceed two in number.
15. Lots in this subdivision shall be residential lots, and each Lot shall contain only one Home.
16. Each Lot owner shall provide spaces for parking two (2) automobiles off the street prior to the occupancy.
17. Each Lot Owner shall provide a screened area not generally visible from the road to serve as a service area and an area for the storage of garbage receptacles. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.
18. Without the prior written consent of the Association, no building, antenna, or other structure may be constructed.
19. Fences shall be limited to a height of four feet above natural grade and shall be constructed of natural materials. All swimming pools shall be fenced, in accordance with the Covenants of the Association as well as any applicable ordinances in the Town of Southampton. If any applicable ordinances are inconsistent with the Covenants of the Association, the ordinance shall prevail.
20. Only permanently constructed below-ground swimming pools shall be allowed on any Lot.

The entire set of covenants and restrictions and the bylaws of the Southampton Pines Homeowners Association can be requested by writing the Southampton Pines Homeowners Association at PO Box 776, East Quogue, NY 11942 or by emailing us at [SouthamptonPinesHomeowners@gmail.com](mailto:SouthamptonPinesHomeowners@gmail.com).