## COUNTY OF MONROE

~

le e **,e** e e

٩

7

# COUNTY CLERK'S OFFICE RECORDING PAGE

Patricia L. McCarthy - County Clerk Carolee A. Conklin - Deputy County Clerk

TR. NO	8309	1161	703
воок	7296	PAGE	127
REEL		re,	
		16 A7	17:03
MO	NROE CO	ONTY C	LERK

MO	RTGAGE TAX
Serial #	
City/Town	\$
S.M.A.	\$
Trans. Auth.	\$ ·
Total	\$
PAID	AT RECORDING

	TRANSFE	R TAX	
Transfer 1	ſax <b>#</b>		
Amount	\$		
		<b>3</b>	-
	LERK	1 : 4 : 1 (	
P/	TID AT RE	CORDING	

RETURNED TO:	STAT
Jox 80	AECOADED TIME BOOK 7 AEEL
	DEED AND EXA PATRICH MONROE

STATE OF NEW YORK MONROE COUNTY, SS.		
RECORDE	0 ON 03/31/88	
TIME	16:17:03	
800K	7296 PAGE 127	
AEEL		
	OF	
DEED	-	
	AMINEG	
	IA L MCCAPTHY	
	E COUNTY CLERK	

#### DECLARATION

OF

## COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made the 30<sup>th</sup> day of March , 1988, by OAK RIDGE ASSOCIATES, hereinafter called "Declarant".

WHEREAS, Declarant is the owner of certain real property in the Town of Perinton, Monroe County, New York, more particularly described in Schedule "A" attached hereto.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

#### DEFINITIONS

Section 1. "Association" shall mean and refer to Cedar Ridge Homeowners Association, Inc., its successors and assigns.

<u></u>

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

••• •

<u>Section 3</u>. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

<u>Section 4</u>. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the Properties, with the exception of the Common Area.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as all of the premises herein described as "Properties", excepting therefrom the building Lots and the dedicated road as shown on the map of the Properties filed in Monroe County Clerk's Office as aforesaid.

<u>Section 6</u>. "Declarant" shall mean and refer to Oak Ridge Associates, its successors and assigns if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

## ARTICLE II

#### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment to the Common Area, including the rights of ingress and egress to Owner's property over the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association, pursuant to its by-laws, to adopt rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) the right of the Association to suspend the right to the use of any facilities on the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members approving such transfer. No such dedication or transfer shall be effective unless an instrument signed by 75% of each class of members, and their mortgagees, agreeing to such dedication or transfer has been recorded. (d) the right of the individual members to the exclusive use of parking spaces and any sidewalks which may be provided for members upon the Common Area.

. . .

(e) the right of invitees and business visitors of any Owner to ingress and egress over those portions of the Common Areas that lie within private roadways.

(f) the right of the Association to designate certain portions of the Common Area as parking lots for vehicles of Owners, their invitees and business guests.

(g) the right of the Association to designate certain portions of the Common Area as sidewalks of Owners, their invitees and business guests.

<u>Section 2</u>. <u>Delegation of Use</u>. Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

#### ARTICLE III

#### EASEMENTS

<u>Section 1</u>. <u>Easements for Utilities</u>. Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Properties.

<u>Section 2</u>. <u>Easements for Encroachments</u>. Each Lot, and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, settling

and overhangs for all buildings constructed by Declarant. A valid easement for said encroachments, and for the maintenance of same, shall exist for so long as such encroachments shall stand and do exist. In the event that any structure containing two or more living units is partially or totally destroyed and then rebuilt, or is in need of repair, the Owners of the living units so affected agree that minor encroachments of parts of the adjacent living units on adjoining Lots or on the Common Area due to such construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 3. Other Easements. There is hereby created a blanket easement upon, across, over and under all of the Properties, for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement it is expressly permissable to erect and maintain the necessary poles and other equipment on the Properties, and to affix and maintain electrical or telephone wires and conduits, sewer and water lines on, above or below any residence or land owned by any Owner. An easement is hereby granted to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association over all of the Common Areas, and to enter any residence to perform the duties of maintenance and repair of the residences or Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to any other residence. An easement is hereby reserved to Declarant to enter the Common Areas during the period of construction and sale of the Properties, or any additions to the Properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs and model units, provided that this does not unreasonably obstruct access by members of the Association.

#### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

<u>Section 1</u>. <u>Membership</u>. Every Owner of a Lot which is subjected by this Declaration to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

<u>Section 2</u>. <u>Voting Rights</u>. The Association shall have two classes of voting membership. Class A members shall be all members with the exception of the Declarant, and any other person or entity which acquires title to all or a substantial portion of the Properties for the purpose of developing thereon a residential community. Each Class A member shall be entitled to one vote for each membership. When more than one (1) person holds an interest in any Lot, such persons shall constitute an organization which shall be a member entitled to cast one vote. The vote for such membership shall be exercised as the persons who constitute the organization shall among themselves determine, but in no event shall more than one vote be cast with respect to any one membership. Each person who is a part of such organization shall severally be entitled to the other rights and subject to the other obligations of membership. Class B members shall be the Declarant or its successors or assigns, and shall be entitled to one vote for each membership. The Class B membership shall cease and be converted into Class A membership on July 1, 1992, or when ninety percent (90%) of the Lots within the Association have closed and record title transferred, whichever is earlier. Prior to such date, Class A members shall not be entitled to vote for membership of the Board of Directors.

#### ARTICLE V

#### COVENANT FOR ASSESSMENTS

<u>Section 1</u>. <u>Creation of the Lien and Personal Obligation</u> for Assessments. Each Owner of any Lot by acceptance of a deed for such Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay as of the date of transfer of title to the Association annual maintenance assessments or charges, such assessments to be established and

collected as hereinafter provided. The annual maintenance assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

 $r_{\rm eff}$  ,  $r_{\rm eff}$ 

Section 2. Rate of Assessment. Maintenance assessments must be fixed at a uniform rate for all Lots. Once assessments have been established, during the period the Declarant owns more than forty-nine percent (49%) of the Lots, the maintenance assessment shall not be raised more than fifteen percent (15%) above the prior year's assessment except that an increase may be cumulative to the extent of the unused portion of the previous year or years' increases and the fifteen percent (15%) maximum increase.

Section 3. Due Dates for Annual Assessment. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless the Board otherwise provides, one-twelfth (1/12) of the annual maintenance assessment shall be due on the first day of each month. The Association or the Managing Agent shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or the Managing Agent setting forth whether the assessments on a specified Lot have been paid.

 $\mathbf{r}_{\mathbf{r}} = \mathbf{r}_{\mathbf{r}}^{\mathbf{r}}$  ,  $\mathbf{r}_{\mathbf{r}} = \mathbf{r}_{\mathbf{r}}^{\mathbf{r}}$  ,  $\mathbf{r}_{\mathbf{r}}^{\mathbf{r}} = \mathbf{r}_{\mathbf{r}}^{\mathbf{r}}^{\mathbf{r}}$  ,  $\mathbf{r}_{\mathbf{r}}^{\mathbf{r}} = \mathbf{r}_{$ 

The Owner shall pay a prorated share of one-twelfth (1/12) of the monthly assessment at the time of acceptance of the deed.

Section 4. Effect of Nonpayment of Assessment and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall become a lien against that Lot, and shall bear interest from the due date at the legal rate. The Association may bring an action at law against the Declarant or Owner personally obligated to pay the same, or may foreclose the lien against the home and Lot, and late charges, interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association the power of sale in connection with such lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire to hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

a de la companya de l

...

Section 5. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

<u>Section 6</u>. <u>Special Assessments</u>. Special assessments may be levied upon a vote of two-thirds (2/3) of both Class A members and Class  $\dot{B}$  members.

#### ARTICLE VI

#### EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, including repair and maintenance of sanitary and storm laterals, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: Paint, repair, replacement and care of roofs and sidewalks, gutters, downspouts, patios, decks, exterior building surfaces, trees, shrubs, grass, and other exterior improvements including snow plowing of driveways and common walkways. Such exterior maintenance shall not include glass surfaces or doors, screens, or screendoors. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance and repairs shall be added to and become a part of the assessment to which such Lot is subject. The above obligation does not include any maintenance or repairs caused by fire or other casualty to the premises owned individually by members of the Association.

#### ARTICLE VII

#### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the dwelling units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall for the purposes of this Declaration only, and to the extent not inconsistent with the provisions of this Article the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

<u>Section 2</u>. <u>Sharing of Repair and Maintenance</u>. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

• <u>Section 3</u>. <u>Destruction by Fire or Other Casualty</u>. If a party wall is destroyed or damaged by fire or other casualty

**9** 

•

any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. <u>Weatherproofing</u>. Notwithstanding any other provision of this Article an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such element.

<u>Section 5</u>. <u>Right of Contribution Runs with the Land</u>. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, except for disputes involving the Declarant, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all of the arbitrators and be binding upon the parties. Judgment upon the award of the arbitrators may be taken in any court of law with jurisdiction thereof.

....

## ARTICLE VIII

<u>ົ</u>້.

#### USE OF PROPERTY

Section 1. Advertising and Signs. Except for signs erected by or with the permission of the Declarant in connection with the initial development, lease, or sale of Lots, no additional sign or other advertising device of any nature shall be placed for display to the public view on any Lot or other portion of the Properties (including temporary signs advertising property for sale or rent) except with the consent of the Board of Directors or the Architectural Committee if one has been appointed by the Board.

Section 2. Animals Including Birds and Insects. Except for fish or birds kept in a cage, and no more than two (2) dogs or two (2) cats, no animals shall be kept or maintained on any Lot or other portion of the Property except with the consent of the Board of Directors of the Association which may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, including birds and insects and (ii) prohibit certain types of animals, including birds or insects entirely. Notwithstanding the above, the Board of Directors of the Association shall have the right to require any Owner (or any tenant of any Owner, or any family member or guest of any Owner or tenant) to dispose of any animal, including birds or insects, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal is creating a nuisance because, e.g., the Owner does not clean up after the animal, the animal is too noisy, or the animal is not properly controlled, or if the animal could pose a threat to the health or safety of the Association members.

Section 3. Protective Screening and Fences. Any screen planting, fence enclosures, or walls initially developed on a Lot or other portion of the Properties shall not be removed or replaced with other than a similar type of planting, fence, or wall except with the permission of the Board of Directors or the Architectural Committee if one has been appointed. Except for the foregoing, no fence, wall, or screen planting of any kind shall be planted, installed, or erected upon said parcel or other portion of the Properties unless approved by the Board of Directors or the Architectural Committee if one has been appointed. Notwithstanding the foregoing, no fence, wall, or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 4. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (all of which are referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors. All such trash shall be kept in an enclosed building. Such containers may be placed in the open within 24 hours of a scheduled pick-up, at such place on the Lot or other portion of the Property designated by the Board of Directors or the Architectural Committee so as to provide access to persons making such pick-up. The Board of Directors or the Architectural Committee may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property. All incinerators or other facilities for the storage or disposal of Trash, shall be kept in a clean and sanitary condition.

 $\mathcal{A} = \{\mathbf{a}_1, \mathbf{a}_2, \mathbf{a}_3, \mathbf{a}_4, \mathbf{a}_5, \mathbf{a}_6, \mathbf{a}$ 

Section 5. No Above Surface Utilities Without Approval. No facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary, and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the Properties without the prior written approval of the Board of Directors or the Architectural Committee.

Section 6. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances, shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort, or welfare, (ii) be injurious to property, vegetation, or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulation or other governmental law, ordinance, or code.

 $\sim 10^{-10}$  ,  $\sim 10^{-10}$ 

Section 7. Dwelling in Other Than Residential Units. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction, or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property except with the consent of the Board of Directors.

<u>Section 8</u>. <u>Television and Radio Antennas</u>. No outside television antenna shall be erected on any Lot or other portion of the Property except with the consent of the Board of Directors or the Architectural Committee.

Section 9. Landscaping. After the transfer of title by the Declarant to a Lot or other portion of the Property, no landscaping (specifically including but not limited to the removal of trees) shall be performed on such Lot or other portion of the Property except with the permission of the Board of Directors or the Architectural Committee. The Board of Directors or the Architectural Committee in its discretion may adopt and promulgate rules and regulations regarding landscaping of the Property and the preservation of trees and other natural resources and wildlife upon the Property. The Board of Directors or the Architectural Committee may designate certain trees, regardless of size, as not removable without written authorization. This Section shall not apply to the Declarant.

Section 10. Residential Use Only. Except as provided in Section 11 below, the Property shall be used only for residential purposes and purposes incidental and accessory thereto except that so long as the Declarant holds for sale any Lot or dwelling unit located on the Property or on the Additional Properties (whether or not subject to the Declaration) the Declarant may use one or more Lots or other portions of the Property for model homes and/or a real estate office.

Section 11. Commercial and Professional Activity on Property. No wholesale or retail business, including any salon, studio, laboratory, home industry, or medical or dental office, shall be conducted in or on any Lot or other portion of the Property, except (i) by the Declarant in conjunction with the initial construction, development, lease and sale of Lots and Units and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

Section 12. Outside Storage. Outside storage or parking of commercial or recreational vehicles, camper bodies, boats, and trailers shall be prohibited except as may be otherwise permitted by the Association's Board of Directors, (unless prohibited altogether by the applicable zoning requirements).

 $\mathbf{r}$  ,  $\mathbf$ 

Section 13. Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Declarant, no work on any motor vehicles, boats, or machines of any kind shall be permitted outdoors on the Property, except with the consent of the Association's Board of Directors.

.

Section 14. Indoor Repair Work. All work with respect to the interior of any unit shall be done during normal work hours (8:00 A.M. to 6:00 P.M. Monday through Saturday) so as not to interfere with other owners use and enjoyment of their unit.

Section 15. Oversized, Commercial, or Unlicensed Vehicles. Unless used in connection with the construction or sale of Units by the Declarant, or maintenance of the Property, or unless otherwise consented to by the Board of Directors, the following shall not be permitted to remain overnight on the Property:

a. commercial vehicles of a weight of two (2) tons
or more;

b. unlicensed motor vehicles of any type.

<u>Section 16</u>. <u>Clotheslines</u>. No outdoor drying or airing of any clothing or bedding shall be permitted within the Property unless authorized by the Board of Directors or the Architectural Committee.

#### ARTICLE IX

n

•

### INSURANCE AND CASUALTY DAMAGE

The Association will obtain and maintain in force and effect a policy of fire and other casualty insurance, in an amount, and with such coverage, as are acceptable to the Association, and with coverage adequate to cover the full replacement cost of any repair or reconstruction work on the Owner's property. An annual evaluation shall be made by the Board of Directors to determine the adequacy of the insurance. Each Owner will be issued a certificate from the master policy which will indicate the amount of coverage on the Owner's unit and will name the Owner and the Association as the insured.

In the event of damage or destruction by fire or other casualty insured against to any real property of the Owner, the Association shall receive the proceeds of such insurance, and make such proceeds available to the Owner for repair or replacement of the Owner's property. The Owner shall, upon receipt of notification of the availability of insurance proceeds, repair or rebuild such damaged or destroyed portions of the exterior of the Owner's property in a good workmanlike manner substantially the same as the original plans and specifications of said property. If the Owner refuses or fails to repair or rebuild the exterior within 30 days, the Association may repair or rebuild such exterior paying for the same from the insurance proceeds, and shall deliver to the Owner any excess insurance proceeds. If the insurance proceeds are insufficient to complete the repairs, the Owner is required to reimburse the Association for the cost of such repairs or reconstruction, and the Association has a lien on the Owner's unit to secure such reimbursement. The lien is enforceable in the same manner as the lien for annual assessments.

 $(a,b) \in \mathbf{a}_{1} \times \mathbf{a}_{2} \times \mathbf{a}_{3} \times \mathbf$ 

The Association shall obtain and keep in full force and effect a policy of general liability insurance on the Common Area. The premium for this insurance shall be billed to the Association and the cost thereof shall be included in the annual assessment to the Owners.

Each Owner shall maintain their own policy of coverage insuring his contents, personal property and liability for injury occasioned to persons outside the Common Area.

#### ARTICLE X

#### ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Additions to the Property by the Association. Annexation of additional property by the Association shall require the assent of two-thirds of both classes of members at a meeting duly called for this purpose on the same notice, and in the same manner as is required for meetings and voting by the By-Laws.

#### ARTICLE XI

 $\mathbf{\hat{n}}_{i}$  ,  $\mathbf{\hat{n}}_{i}$ 

#### GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owners of any land subject to this Declaration, their respective heirs, successors and assigns for a period of 30 years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten years each, unless an Instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions, in whole or in part. This Declaration may be amended during the first 30-year period by an Instrument signed by not less than 90 percent of the then Owners of the Lots, and thereafter by an Instrument signed by not less than 75 percent of the then Owners of the Lots. Any amendment must be recorded in Monroe County Clerk's Office to be effective.

<u>Section 2</u>. <u>Severability</u>. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

<u>Section 3</u>. <u>Enforcement</u>. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this  $30 \pm 30$  day of March , 1988.

OAK RIDGE ASSOCIATES

BY ROMBE MANAGEMENT, INC., General Partner, By: BRUCE GIANNINY, Vice President - KOPABR Management, Inc., General Partner of OAK RIDGE ASSOCIATES

STATE OF NEW YORK) COUNTY OF MONROE ) ss.:

On this 30 day of March, 1938, before me personally came BRUCE GIANNINY to me known and known to me to be Vice President of ROMBR MANAGEMENT, INC., a general partner of OAK RIDGE ASSOCIATES, the partnership described in and which executed the foregoing instrument and he acknowledged that he executed the foregoing instrument for and in behalf of said partnership.

Win N.T.

WILLIAM N. LA FORTE Notery Public, State of New York Quellited in Monroe County Commission Engine September 30, 1989

#### SCHEDULE A

ALL THAT TRAT OR PARCEL OF LAND, containing 7.00 acres, more or less, situate in Town Lot 27, Township 12, Range 4, in the town of Perinton, County of Monroe and State of New York, and being more particularly bounded and described as follows: Commencing at a point on the southerly right-of-way line of Ayrault Road at its intersection with the westerly line of the Rolling Hills South Subdivision, as shown on a map filed in the Monroe County Clerk's Office in Liber 185 of Maps, at page 58; thence

A. N 82°42' W, along the southerly line of said Ayrault Road, a distance of 628.00 feet to a point, said point being the Point or Place of Beginning; thence

S 07°18'00" W, a distance of 55.00 feet to a point; thence 1. 2. S 20°18'00" W, a distance of 40.00 feet to a point; thence S 51°23'33" W, a distance of 95.47 feet to a pcint; thence 3. S 17°13'00" W, a distance of 67.00 feet to a point; thence 4. S 48°07'00" E, a distance of 90.00 feet to a point; thence 5. 6. \$ 18°24'00" W, a distance of 105.00 feet to a point; thence 7. S 15°26'32" W, a distance of 223.22 feet to a point; thence 8. S 36°37'10" E, a distance of 60.00 feet to a point; thence 9. S 71°44'00" E, a distance of 51.00 feet to a point; thence 10. N 84°06'30" E, a distance of 145.00 feet to a point: thence 11. N 71°16'00" E, a distance of 150.44 feet to a point; thence 12. S 18°44'00" E, a distance of 102.48 feet to a point; thence 13. S 35°12'00" W, a distance of 297.59 feet to a point; thence 14. S 70°27'00" W, a distance of 117.95 feet to a point; thence 15. N 19°33'00" W, a distance of 263.09 feet to a point of curvature; thence

a a construction de la construction

.

:

16. Northwesterly, along a curve to the left having a radius of 258.75 feet through a central angle of  $50^{\circ}00'00"$ , a distance of 225.80 feet to a point of tangency; thence

17. N 69°33'00" W, a distance of 113.71 feet to a point of curvature; thence

18. Northwesterly, along a curve to the right having a radius of 92.14 feet through a central angle of  $78^{\circ}37'00"$ , a distance of 126.43 feet to a point of tangency; thence

19. N 09°04'00" E, a distance of 68.49 feet to a point of curvature; thence

20. Northwesterly, along a curve to the left having a radius of 191.22 feet through a central angle of  $39^{\circ}41'10"$ , a distance of 132.45 feet to a point of tangency; thence

21. N 30°37'10" W, a distance of 12.60 feet to a point of curvature; thence

22. Northwesterly, along a curve to the right having a radius of 188.31 feet through a central angle of 37°55'10", a distance of 124.63 feet to a point of tangency; thence

23. N 07°18'00" E, a distance of 130.00 feet to a point of curvature; thence

24. Northeasterly, along a curve to the right having a radius of 30.00 feet through a central angle of 90°00'00", a distance of 47.12 feet to a point of tangency, said point being on the southerly line of Ayrault Road; thence

25. S 82°42'00" E, along the southerly line of said Ayrault Road, a distance of 424.51 feet to the Point or Place of Beginning.

• • •