

# COMMUNITY HANDBOOK



## Hedges Lakeside Villas Homeowners' Association December 2025

*\* NOT FOR DISTRIBUTION OUTSIDE THE HEDGES COMMUNITY\**

## *A message from the Board of Directors...*

The mission of the Board of Directors of The Hedges Homeowners Association is to serve our residents by fostering a safe, welcoming, and well-maintained community. We are dedicated to continuous improvement, ensuring our neighborhood remains a vibrant and desirable place to live. Through responsible governance, open communication, and thoughtful stewardship, we strive to enhance the quality of life for all homeowners and protect the long-term value of our community.

We're committed to keeping you informed of developments through:

- Publication of this *Community Handbook*.
- Regular communication from the Board concerning notable information and events.
- Standing invitation for individual residents to be added to the agenda of HOA Board meetings to discuss a specific question or concern.
- Invitation to reach out directly to any member of the Board at any time, referencing the ad hoc responsibilities detailed in the [2025 Board of Directors](#) page.
- Planned social engagement initiatives, including a Hedges Homeowner Association Facebook page.

This *Community Handbook* gathers all published association documentation in one convenient reference for residents. To correct any misunderstanding about Work Orders and Variance Requests, we've added procedures and expectations for submitting these matters.

**Please save this handbook to your computer for reference throughout the year.**

Colored text in this document represents links that allow you to navigate both within the document and to external resources.

If you have any corrections or suggestions for improving this handbook, please reach out to any member of the Board.

Steve Westerdahl, President  
Howard Root, Secretary  
Rich Vandenberg, Director

Patrick Cusato, Treasurer  
Jerry Peters, Vice President

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# 2025/2026 Board of Directors

Rules, powers and responsibilities for the governing Board of Directors are set out in the By-Laws of the Hedges Homeowner's Association. The board consists of 5 directors, each serving a two- or three-year term, elected by the community at the annual meeting. The 2025/2026 board is listed below, along with contact information, duties prescribed by our By-Laws and additional ad hoc areas of responsibility determined by the board.

**President – Steve Westerdahl** – 603-762-7618 – [westerdahls@gmail.com](mailto:westerdahls@gmail.com)

- Presides at all meetings of board and association members, sets agendas
- Exercises general charge and supervision of association affairs
- Primary liaison to real estate management company
- May sign on the association's behalf any contracts or agreements approved by the board
- Ad hoc: communication and transparency, work order management
- Term expires November 2027

**Vice President – Jerry Peters** – 585-280-3679 – [jmichaelpeters@gmail.com](mailto:jmichaelpeters@gmail.com)

- Serves as back-up to President
- Performs other duties as determined by the board
- Ad hoc: Pool, tennis court, clubhouse
- Term expires November 2026

**Secretary – Howard Root** – 585-500-0072 – [hroot@rochester.rr.com](mailto:hroot@rochester.rr.com)

- Recordkeeper of all association documentation
- Publishes the minutes of all board and association meetings
- Maintains current directory of all residents, including names, addresses, email and phone
- With the President, has contract and agreement signatory authority
- Ad hoc: Lawn service and landscaping, snow removal
- Term expires November 2026

**Treasurer – Patrick Cusato** – 585-314-0133 – [pcusato@underbergkessler.com](mailto:pcusato@underbergkessler.com)

- Has custody of all funds, securities and property of the association
- May collect and deposit funds on behalf of the association
- May make payments on behalf of the association
- May execute bills of exchange and promissory notes on behalf of the association
- Monitors financial accounts and budget and ensures accuracy and appropriateness of financial activities
- Ad hoc: legal, long-range planning and capital improvement
- Term expires November 2027

**Director – Rich Vandenberg** - 585-576-6658 – [rvberg48@gmail.com](mailto:rvberg48@gmail.com)

- Performs other duties as assigned by the board
- Ad hoc: utilities, social engagement
- Term expires November 2028

## Maintenance Responsibility Chart

Reference this chart in determining who is responsible for maintenance items. Repairs that are the responsibility of the Association should be requested from our property manager by Work Order. See [here](#) for work order procedures and expectations. Homeowner-responsible work that requires a Variance Request for board approval are identified by an asterisk. See [here](#) for Variance Request procedures and expectations.

Maintenance Item	Responsibility		
	Association	Homeowner	Other
Air conditioner condenser and pad		X	
Basement walls – interior		X	
Brickwork – except brick chimneys	X		
Brick chimneys		X	
Cable television – underground cables			Utility
Decks		X	
Doorbell button		X	
Doors – garage door/mechanicals		X*	
Doors – exterior – painting	X		
Doors – exterior – replacement		X	
Doors – screen/storm		X	
Driveway – repair and sealing	X		
Driveway/private road resurfacing		X*	
Electric lines			RGE
Fascia	X		
Foundations	X		
Garage floor		X	
Gas lines			RGE
Generator gas line		X	
Gutters and downspouts	X		
Hose bibs		X	
Insurance – master coverage, fire, liability and umbrella – see <a href="#">Insurance</a>	X		
Insurance – personal contents, liability and umbrella – see <a href="#">Insurance</a>		X	
Internet cable		X	
Landscape replacements – front	X		
Landscape replacements – side, rear		X*	
Landscape – trim, prune	X		
Lawns – mow, fertilize, weed control	X		

*\*Requires Variance Request*

# Maintenance Responsibility Chart

Maintenance Item	Responsibility		
	Association	Homeowner	Other
Lawn watering, including trees/shrubs		X	
Lights – coach and post lights		X	
Lights – streetlights	X		
Mailboxes	X		
Patios		X	
Recreational facilities – pool, tennis court, clubhouse	X		
Retaining walls	X		
Roofs	X		
Sewer mains			TO Webster
Sewer laterals	X		
Shrubs front – prune, treat, replace	X		
Shrubs side and rear – prune, treat	X		
Shrubs side and rear – replace		X	
Sidewalks	X		
Siding	X		
Skylights		X	
Snow plowing – driveways, roads	X		
Snow shoveling – sidewalks, stoops to front door	X		
Stoops and steps	X		
Sump pumps		X	
Telephone cables			Tele co
Trash containers		X	
Trash and recyclables pick-up	X		
Trees fronts/common – prune, replace	X		
Trees side and rear – prune	X		
Trees side and rear – replace		X*	
Trim replacement/painting – exterior	X		
Water mains			Monroe Co
Water laterals	X		
Windows – painting of exterior trim	X		
Windows – painting of interior		X	
Windows – casements, screens, clean		X	
Windows – wells, covers		X	
Windows – replacement		X*	

*\*Requires Variance Request*

# Maintenance Responsibility Chart

## **NOTES:**

- The individual homeowner is responsible for all interior maintenance unless necessitated by exterior defects or in case of a loss insured by the association's master insurance policy.
- Individual homeowners are responsible for updating RGE and other utilities with complete contact information.

# Work Order Procedures and Expectations

**Our property management company Woodbridge Group is responsible for arranging services or repairs that fall within the Association's responsibility as identified in the [Maintenance Responsibility Chart](#). In most cases, the Hedges Board of Directors is not directly involved. That said, the Board has general oversight of the quality and timeliness of the Woodbridge response.**

The purpose of a Work Order is for residents to engage Woodbridge in this work. Work Orders should be submitted to Woodbridge by a phone call. Woodbridge assigns a work order number and follows an established protocol for investigating and responding to the request, involving the Board of Directors when necessary.

What follows are a set of procedures for residents for the submission of and response to Work Orders:

1. Determine the need for service or repair at your home.
2. Review the Maintenance Responsibility Chart:
  - a. If the item falls within the "Homeowner's" responsibility, **STOP**. You should arrange for repairs or servicing directly at your own cost. Note if a Variance Request is required, follow [these procedures](#) for Board approval.
  - b. If the item falls within the "Other" responsibility, **STOP**. Contact the identified entity as appropriate.
  - c. If the item falls within the "Association" responsibility, **CONTINUE** with these procedures.
3. Contact Woodbridge Group by phone at **585-385-3331**. (Woodbridge maintains regular business hours of 8:30 AM – 5:00 PM weekdays and provides 24-hour emergency answering service during non-business hours.) Identify yourself as a resident in the Hedges Homeowner's Association calling to submit a Work Order. The Woodbridge representative will take the information and provide you with a Work Order number for future reference.
4. In its oversight role, The Hedges Board wishes to be alerted to all new work orders. Once you've called Woodbridge, please send an email to Board member Steve Westerdahl at [westerdahls@gmail.com](mailto:westerdahls@gmail.com) with a brief description of your issue, when you called Woodbridge and the assigned Work Order number.
5. Emergency situations will result in an immediate and appropriate response from RPG based on the nature of the issue.

6. For non-emergency situations, Woodbridge will follow an established protocol which includes:
  - a. Assignment of the Work Order to a Woodbridge maintenance representative to investigate.
  - b. Validate that the item falls within the Association responsibility.
  - c. Depending on nature and severity, Woodbridge will:
    - i. Perform the service or repair with Woodbridge maintenance personnel.
    - ii. Arrange for an independent provider to perform the service or repair.
    - iii. If the cost-to-repair exceeds an established dollar threshold, Woodbridge will alert the Hedges Board of Directors for discussion and approval.

## Expectations

- Once you've submitted a work order, you should be contacted by an Woodbridge representative within **5 business days** to arrange further action.
- Thereafter, repairs or service should be performed within **10 business days**.
- If repairs or service can't be performed within that time frame, you should be contacted by Woodbridge with a status and timeline for action.
- Contact Board member Steve Westerdahl if these expectations are not met and he will intervene with Woodbridge on your behalf.

Note: There may be some Work Orders that can't be immediately serviced, due to:

- The Association's financial position
- Other priorities within the community
- Inclusion as part of a long-term plan (e.g. roof replacement)
- Seasonal limitations

When this is the case, you will be contacted by a Board member with an explanation and an estimated time frame for reconsideration.

# Variance Request Procedures and Expectations

**The purpose of a Variance Requests is for residents to request the Board of Directors review and approve a request to do work or have services performed that fall within the Homeowner's responsibility as identified in the [Maintenance Responsibility Chart](#) and require board approval.** Note that not all Homeowner-responsible items require approval, only those identified by an asterisk in the chart.

Variance requests should be submitted through Woodbridge Group. What follows are a set of procedures and expectations for the submission of and response to Variance Requests:

1. Determine the need for service or repair at your home.
2. Review the Maintenance Responsibility Chart. If the item falls within the "Homeowner's" responsibility, you should arrange for repairs or servicing directly at your own cost. If a Variance Request is required, follow these procedures for Board approval before repairs or servicing begins.
3. Print and complete the Variance Request form, found in our community's page on Woodbridge's website [www.WoodbridgeGroupPro.com](http://www.WoodbridgeGroupPro.com). Attach any required documents as identified on the form.
4. Submit the form in one of two ways:
  - a. By mail: Woodbridge Group, PO Box 237, 271 Marsh Rd, Suite 3, Pittsford, NY 14534.
  - b. By email: [service@woodbridgegrouppro.com](mailto:service@woodbridgegrouppro.com)
5. Woodbridge may request additional information to ensure a complete submission
6. Once complete, Woodbridge will forward your request to the Board of Directors by email. The Board will approve or decline (with explanation) your request.
7. If approved, proceed with your project.

## Insurance and Licensing Requirements for Contractors and Vendors

If your variance request involves work performed by a contractor or vendor, the following insurance and licensing requirements apply and proof of same should accompany your variance request.

- Provide proof that the contractor/vendor is licensed in the trade to be performed (for all licensed trades)
- Provide a Certificate of Insurance from the contractor or vendor demonstrating:

- Commercial liability insurance coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, with The Hedges Homeowners Association, Inc. named as: “Additional Insured.”
- Workers’ Compensation Insurance in the minimum amount required by New York law.

If your variance request is for work you intend to perform yourself, the Board may require you to submit additional documentation of insurance protecting the association, depending on the nature and complexity of the work.

## Expectations

- Woodbridge should forward your Variance Request to the Board of Directors by email within **3 business days** from the date of completed submission.
- If appropriate, Directors will respond to Woodbridge by email with their approval.
- If it is determined that the request requires greater discussion, a conference call will be scheduled at the earliest convenience of all board members, at which time a final decision will be made.
- Once the Board has rendered its decision, you’ll receive a signed copy of your Variance Request from Woodbridge reflecting that decision.
- If your request is denied, a reason will be documented on the form. Feel free to reach out to any Board member for further explanation.

# Insurance Information

What follows is a letter from USI Insurance Services, the provider for The Hedges Homeowner's Association Master Policy, containing important information about the coverage provided by the Master Policy and the need for you to secure your own separate unit owner's coverage.



November 24, 2025

To: The Hedges Homeowners Association Inc.

Re: Insurance

My name is Bonnie Gionta, Vice President of USI Insurance Services, and we are the insurance provider for The Hedges Homeowners Association's Master Policy. As a member of a homeowners association, your insurance needs are different from other homeowners. The Board Members and I agree that we should take this opportunity to review and clarify any coverage issues regarding the Association's Master Policy and the Unit Owners Individual Policy.

First, let's review your Master Policy coverage with GNY.

## The Hedges Homeowners Association Master Policy

- **Building coverage on a replacement cost basis**  
*The policy is based on "All-In" concept. i.e. covering the entire unit as initially built including as applicable, the wall to wall carpeting, lighting fixtures, bathroom fixtures, wall coverings, all machinery servicing the units and common facilities and any other permanent fixtures and including coverage for any improvements or alterations (upgrades) of the unit.*
- **Blanket Building Limit is \$15,292,637**
- **\$3,000 deductible**
- **\$1,000,000 Earthquake limit with \$50,000 deductible**
- **Water backup – \$100,000 with \$5,000 deductible**
- **Commercial General Liability - \$1,000,000 occurrence, \$2,000,000 general aggregate.**
- **Directors & Officers Liability - \$1,000,000 each occurrence with \$2,500 retained limit. The insurance carrier is Cincinnati Insurance Company.**

## Excess Liability Coverage – Greenwich Insurance Co.

- **Excess Liability Coverage** secures additional limits of liability over the Master Policy.
- **Limit of Liability - \$10,000,000**

The Board of Directors wanted to communicate that flood and water seepage is excluded on the Master Policy.

Based on customer research with unit owners, there is a lot of misunderstanding about what the Association Master Policy covers. Many unit owners believe that the association policy covers everything in the complex and that they do not need to carry any personal insurance. *The Master Policy does not cover personal property or individual legal responsibility.*

#### Your Unit Owners Policy

- **Select a Condominium Unit Owners Policy** designed especially for the Unit Owner (HO-6).
- **Personal Property** - covers your own personal property up to your chosen policy limit. Be sure to choose "Replacement Cost" and "All Risk" coverages.
- **Additional Living Expense** - covers additional expenses in case you cannot stay in your home.
- **Loss Assessment Coverage** will pay up to a specified limit (typically \$1,000) for your share of a loss assessment imposed by your condominium association. This coverage is subject to the hazards covered by your policy. Increased limits are advisable.
- **Special Policy Limits** - Each policy limits certain items such as jewelry up to \$1,000. You may purchase additional coverage for these items.
- **Liability Protection** - Coverage against liability claims and lawsuits for accidental bodily injury or damage to property of others while in your home, by your personal activities (sports) and by your children or pets. Recommended value of \$300,000 or more.
- **Medical Payments** - Pays up to \$1,000 per person regardless of your legal liability.
- **Umbrella Coverage** - Provides excess liability over your auto and homeowners policies.

I would encourage you to contact your insurance agent with any questions regarding your current unit owner's policy. If I can be of assistance, please contact me at (585) 736-5908.

Sincerely,



Bonnie B. Glonta  
Vice President  
USI Insurance Services  
[Bonnie.Glonta@usi.com](mailto:Bonnie.Glonta@usi.com)

# Assessment Fee Payment Options

Effective October 1, 2025, all Hedges HOA assessment payments should be directed to our new managing agent, Woodbridge Group, who uses Canandaigua National for all financial transactions on our behalf.

Please choose one of the below options to make your monthly association fee.

1) Pay by Mail: Make your check payable to **Hedges HOA** and mail it to **Hedges Homeowners Association c/o Woodbridge Group, PO Box 237, Pittsford, NY 14534**. Be sure to note your account number on the check. Your account number is your address in this format: xxxDock, xxxCuddy, xxxReg e.g. 106Dock represents 106 Dockside Lane.

2) Pay by Automatic Bill Pay with Your Personal Financial Institution. Step by step instructions for setting automatic bill payment follow:

- Sign on to your account in your bank's website.
- In the online bill payment section of the website, click on "add payee".
- Add a new **Hedges HOA** payee for your payments, entering this mailing address: **Hedges Homeowners Association c/o Woodbridge Group, PO Box 237, Pittsford, NY 14534**.
- When asked for your payee account number, enter your address in this format: xxxDock, xxxCuddy, xxxReg e.g. 106Dock represents 106 Dockside Lane.
- We recommend you activate recurring monthly payments of your assessment so the payment is automatically triggered each month.

# Townhome Rental Policy

## Purpose

The purpose of this policy is to preserve the residential character, safety, and stability of our community.

## Definitions

- **Short-Term Rentals:** The rental, lease or occupancy of a home, or portion thereof, to a non-owner for a period of fewer than 30 consecutive days.
- **Long-Term Rentals:** The rental, lease or occupancy of a home, or portion thereof, to a non-owner for a period of 30 or more days.

## Policy

- **Prohibition on Short-Term Rentals.** Short Term Rentals are prohibited at all times. Owners are prohibited from offering their property on platforms or services that facilitate short-term rentals (such as Airbnb, VRBO, or similar).
- **Prohibition of Long-Term Rentals.** Long Term Rentals are prohibited at all times. Owners are prohibiting from entering into any long-term rental arrangements.
- **Notwithstanding the foregoing,** the Board of Directors may, in its sole discretion, grant a temporary variance from the long-term rental prohibition, in cases of extraordinary or extenuating circumstances. Any such request must be submitted in writing as a Variance Request subject to Board review and approval and may be granted only for limited duration and under terms and conditions the Board deems appropriate. Approval of a variance in one instance shall not construe a waiver of this restriction or set a precedent for future requests.

# Pool and Clubhouse Rules

## (revised January 2025)

- The pool is available to all residents from 8:00 AM to 10:00 PM daily. No lifeguard service is provided at any time.
- No overnight activities are allowed at the clubhouse.
- No owner/resident may reserve the pool for private use.
- **ALL GUESTS OF RESIDENTS MUST BE ACCOMPANIED BY A RESIDENT ADULT AT ALL TIMES.**
- During periods of high use (weekends and holidays), no household shall have more than six (6) guests in the pool area at one time.
- Children under 16 years of age are not permitted in the pool between 2:00 PM and 5:00 PM on Sundays. It is reserved for adult swimming.
- Clubhouse use on Sundays is reserved for owner/resident use only. No parties can be scheduled on Sunday.
- Clubhouse can be reserved for resident parties by signing up on the bulletin board calendar (Monday through Saturday only). During such parties, all residents will continue to have access to the pool. Parties are limited to a maximum of 50 people.
- No one is allowed alone in the pool, and any person under the age of 16 must be accompanied by an adult resident.
- No one is permitted in the pool during an electrical storm (whenever thunder is audible).
- No more than 25 people in the pool at one time.
- No jumping or diving in the pool.
- No running or pushing on the pool deck.
- Do not block access to the pool steps.
- No swimming with open wounds or cuts.
- No child with diapers is permitted in the pool.
- No glass or breakable items allowed in the pool door (beyond clubhouse east door).
- **NO ELECTRICAL DEVICES OF ANY KIND ARE PERMITTED IN THE POOL AREA.**
- No pets are permitted in the clubhouse, pool area, pool or tennis court.

- Rollerblading, skateboarding and sledding are NOT allowed at any of the recreational facilities or anywhere in the community.
- No food or beverage items are permitted in the pool.
- All food and beverages in the pool area must be thoroughly cleaned up before leaving. If abused, NO food or beverage items will be permitted in the pool area.
- All flotation devices and pool toys are to be removed from the pool area, clubhouse and grounds whenever you leave.
- No owner/resident or guest may “reserve” the pool furniture.
- Pool area furniture is NOT allowed in the pool.
- No bare feet are permitted in the clubhouse or bathrooms. When wet, we suggest thongs or other non-slip footwear to protect your feet and avoid slipping.
- In case of an injury or accident at the pool, you can use the phone located on the wall just inside the pool door to call 911.
- A reaching pole with a hook and a life ring are hanging on the pole fence. Please acquaint yourself with their location and use.
- No sitting in wet bathing suits on any of the clubhouse furniture.
- No towels, swimsuits or clothing are to be strewn in/on the clubhouse carpets, floors, furniture, counters or restrooms. Pool bags and similar items are to be kept with you in the pool area, not left in the clubhouse.
- The pool/clubhouse has no provisions for trash collection or removal. CARRY IN/CARRY OUT POLICY IS IN EFFECT. Please take any leftovers or trash items with you after each visit.
- All food/beverage items must be removed from the clubhouse refrigerator on your last visit of the day.
- To protect against unauthorized access (and use of) our facilities and to promote your security while there, please lock the clubhouse door while using the clubhouse or pool and whenever you leave. If you’re the last person there, you MUST lock both the pool access door and the front door of the clubhouse.
- The gates to the tennis court MUST be locked after each use.
- Consumption of alcoholic beverages by anyone under the age of 21 is not permitted at any time in the clubhouse, pool area, pool or common areas.
- If a party is held and a mess is left, the Board of Directors will contract for the clean-up and bill the responsible homeowner.

# Contractor Expectations and Key Dates

## Landscaping

- Spring Clean Up - completed by April 30
- Grass Mowing – starts in mid-April - 24 times a year on weekly basis
- Edging and Mulching – fronts, sides and backs by May 15
- Weeding – to be done weekly including all beds, walks, pool and tennis court area
- Shrub Trimming – three times a year between June and November
- Hill Behind 132-134 Regatta – string cut 4 times a year
- Ornamental Tree Pruning – once a year in March or November
- Gutters – cleaned at the end of the season each year
- Fall Clean Up – completed between Oct 15 and Nov 30

## Tennis Court

- Spring opening on May 15, includes power spray surface, set up net and bench

## Pool

- Opening – Memorial Day
- Closing – Labor Day (option to extend if weather permits)

## Snow Removal

- Plowing – triggered at 3 inches of snowfall
- Shoveling – triggered at 3 inches of snowfall
- Dockside Lane hill should be salted as needed

# Architectural Guidelines

## Established 2001, Revised 2025

### INTRODUCTION

The main body of rules or laws applying to the community is contained in the Declaration of Covenants, Easements and Restrictions (see Article VIII, Page 14 through 16).

The purpose of this document is to outline rules contained in the Declaration and to promulgate additional rules which have been passed by the Board of Directors. This document is NOT all encompassing. For further elaboration, you may wish to consult the Declaration. Also, for situations not covered, you may wish to call the Property Manager or talk with a member of the Board of Directors.

### ARCHITECTURE AND GROUNDS:

The objective in establishing architectural controls is to maintain harmony in the appearance and the environment in order to preserve view, privacy and aesthetic appeal, as well as to comply with all Webster zoning regulations.

**ANY CHANGES OR ADDITIONS TO THE EXTERIOR OF BUILDINGS, GROUNDS, DECKS SPACE UNDER DECKS, PATIOS and PERGOLAS (existing or the addition of) MUST FIRST RECEIVE APPROVAL, IN WRITING, FROM THE BOARD OF DIRECTORS, UNLESS AN EXCEPTION IS INDICATED BELOW. OTHERWISE, A VARIANCE REQUEST (ATTACHED AS APPENDIX I) MUST BE SUBMITTED FOR APPROVAL.**

A. Real Estate Signs	One sign only may be displayed per Section 8.12 of the Declaration.
B. Garage/Household Sales	Not permitted for security reasons.
C. Yard Sales	Not permitted for security reasons.
D. Plants	Hanging planters may be no more than 15" in diameter. Brackets must match siding or be wrought iron and must be mounted with galvanized screws.  Trees may be planted at owner's expense AFTER Board approval. The unit owner may not plant trees, hedges, flowers or planting of any kind outside of the existing beds without the approval of the Board of Directors.

	Variance request must be submitted for approval. If approved, plantings, as well as on-going maintenance will be at the owner's expense.
E. Window Grids	Window grids <b>MUST</b> remain intact on all windows to preserve the continuity of the architectural design.
F. Decorations	
1. December Holiday Displays and Lights	Allowed only beginning December 1 and must be removed by January 30 of any calendar year.
2. Other Holiday Displays (e.g. Easter, Halloween)	Must be appropriate to the holiday. Can be displayed a week before the holiday and removed 2 days after the holiday.
General Rules for Holiday Displays	All holiday displays should be minimal and in good taste. Any necessary touch up of exterior must be completed by the homeowner in a timely fashion.  The Association will <b>NOT</b> be responsible for any damage caused by nails or screws put into the siding, trim or along the roof line.
3. Windsocks	Rear decks/patios only.
4. Chimes	Rear decks/patios only. Must not be annoying to neighbors.
5. Name Plaques	Over front door or lamp post only. Must be sized appropriately.
6. All Lawn Ornamentation	Any changes to the original landscape will require the approval of a variance request. Changes include, but are not limited to the following: seating areas, bird baths, fountains and driftwood.
7. Window Boxes	Variance request must be submitted for approval.
8. Awnings/Shutters	Only retractable deck awnings permitted with variance approval. Awnings must match others in the development. Call Patty Dix (340-9035) at Rochester Colonial for information and special pricing for homeowners at Hedges Lakeside Villas.

9. Flag Poles	Not permitted.
10. American Flag	May be flown on the front of a unit on either side of garage. Maximum size is 3 ft x 5 ft.
11. Decorative/Seasonal/Traditional Flags	Rear decks only.
12. Basketball Hoops	Not permitted.
<b>G. Exterior Painting/Staining</b>	
1. Homeowners Association	Responsible for the maintenance of siding, exterior trim and exterior doors as part of the Capital Maintenance Program, EXCEPT for damage caused by a homeowner putting nails or screws into siding, trim or along the roof line.
2. Homeowners	Responsible for maintaining any and all modifications made to the exterior of their units, whether the additions were made by them or a previous owner. Also, if a homeowner wishes to do ANY deck staining, the color of stain must be consistent with specifications set forth by the Board of Directors. The deck stain specifications set forth by The Board allows ONLY tan tones or gray tones. No other color stains are acceptable. If there are ANY questions, please contact any Board member or the Property Manager.
<b>H. Others</b>	
1. Storm Door	Front storm door permitted. Must be full view type and same color as front door. Anderson 3000 series full view interchangeable or equivalent available at Home Depot or Lowes.
2. Doorknocker	Acceptable
3. Exterior Satellite Dish	Variance request must be submitted for approval of location. Size must NOT exceed 18 inches.
4. Deck Extension/Privacy Fences/Pergola/Patio Addition or Modification	Variance request must be submitted for approval.
5. Enclosure of Patio/Deck Area	Not permitted.

<p>6. Propane or Natural Gas Supplied Outdoor Grills, Patio Heaters, and Fire Pits</p>	<ul style="list-style-type: none"> <li>• Permitted. It is recommended that devices be placed no closer than three (3) feet from any combustible surface and that a fire extinguisher and/or fire blanket be readily available. (Repair of damage caused to building elements due to heat and fire from grills in blatant disregard of spacing recommendation shall be repaired by the Association at the Homeowner's expense. (Note: vinyl siding as it is particularly susceptible to heat damage.)</li> <li>• Grilling is not permitted in the garage.</li> <li>• After grilling in the driveway, the grill should be moved to its storage space as soon as the grill has cooled.</li> <li>• Propane tanks and gas grills should never be stored inside basements</li> </ul>
<p>7. Wood Fires and Wood-Fired Outdoor Appliances</p>	<p>Generally not permitted but Variance Request may be submitted for approval of such fires and devices.</p>
<p>8. Hot Tubs</p>	<p>Not permitted.</p>
<p>9. Window Tinting</p>	<p>Variance request must be submitted for approval.</p>
<p>10. Exterior Lighting</p>	<p>Any changes made to the original exterior lighting requires a variance approval. Lighting changes include but are not limited to: garage lighting, garden lighting, driveway/sidewalk lighting, lamp posts</p>
<p>11. Garage Doors</p>	<p>Should be kept closed for security reasons, aesthetic purposes, and as a courtesy to your neighbors, except when working in the yard or garage.</p>

FOR ANY ITEMS NOT LISTED ABOVE, A VARIANCE REQUEST MUST BE SUBMITTED FOR APPROVAL.

VARIANCE REQUESTS MAY BE FORWARDED TO THE PROPERTY MANAGER OR TO THE BOARD OF DIRECTORS.

# Compliance Policy

Hedges Homeowners Association, Inc. Compliance Policy

Adoption Date by the Board of Directors: October 27, 2021

Effective Date for Homeowners: January 1, 2022

The Hedges Board of Directors believes that good community relations are best built and maintained through understanding, consideration and cooperation among members. However, when residents and their properties are adversely affected by actions of others, it is unfair to allow such offenses to continue. The Board must act to enforce the rules of the community in a timely and consistent manner through the use of penalties and/or appropriate legal actions as directed by the Declaration and the By-Laws of the Association.

## I. Identifying Violations

Each Hedges homeowner has received a copy of our bylaws, declarations, and architectural guidelines. Violations occur when a homeowner takes or fails to take actions resulting in property conditions which do not comply with these documents.

A. Any resident may register a complaint by writing or calling the Management Company. Any such communication between a resident and the Board or the Management Company is strictly confidential.

B. The Management Company, Board of Directors, or members of a Board-appointed committee will conduct frequent inspections of the property which may result in a complaint being registered.

## II. Enforcement Process

A. Notification letter: If the Board decides that a violation has occurred, the Management Company will send the homeowner a letter which identifies the violation. The letter will request the homeowner to respond within thirty days from the date of the letter with a plan for correction.

B. Violation Letter: If the Board does not receive an acceptable plan by the due date indicated in the Notification Letter, a second letter will be sent. This violation letter will include evidence of the violation, a request for a specific change, a time frame for completion, and the consequences for noncompliance.

C. Letter of Noncompliance: If the violation has not been resolved within ten days following the required time frame for correction as stated in the violation letter and the homeowner has not notified the Management Company of persuasive extenuating circumstances, a final letter of noncompliance will be

sent via certified mail. The letter will impose an initial fine for not correcting the problem, the date the initial fine is due, and a new (second) deadline for correcting the problem to avoid further penalties.

D. Records to be maintained: Complaints and violations data will be placed in the homeowner's file maintained by the Management Company. Subsequent actions taken with regard to any complaint or violation will be recorded and dated. All involved parties will be kept informed of progress toward resolution of the problem.

### III. Penalties

Monetary penalties will be imposed upon the homeowner (not upon a tenant if there is one) and may become a lien against the property if not paid by the date noted in the Letter of Noncompliance. The penalty schedule for unresolved violations is:

- Initial fine of \$100.00 imposed by the Letter of Noncompliance
- If the second deadline established in the Letter of Noncompliance is not met, an additional fine of \$50.00 per day until correction, up to a maximum of \$3,000.00

If there are multiple violations, each is subject to its own compliance requirement and penalty schedule. Fines will stop accruing when the Board is satisfied that the violation has ended. No refunds will be issued. If not paid, the amount due is to be applied as a lien against the property. The lien will be released upon correction of the violation and payment of the accrued fine plus any costs associated with placing and removing the lien.

### IV: Lien & Foreclosure Procedures:

A. When a homeowner's account reaches \$1,500 in arrears whether for penalties, monthly fees, late fees, legal fees or any other reason, a certified letter will be mailed to the homeowner advising he or she has 30 days to contact the management company to arrange a payment plan to bring the account to a zero-balance due. The letter will advise the homeowner that failure to do so may result in his or her account being turned over to a collection agency and any associated costs in doing so will also be billed to the account.

B. After 30 days with no response or satisfactory payment plan being established, the association will place a lien on the unit. The cost to do this will be billed to the homeowner's account. The management company will also at this time perform a search to determine whether the homeowner is in arrears on taxes. If so and there has been no acceptable response from the homeowner, the association may proceed to file for foreclosure.

C. When a homeowner's account reaches \$3,000 in arrears a second certified letter will be mailed to the homeowner advising 30 days to contact the management company to arrange a payment plan to bring the account to a zero-balance due, and that failure to do so will result in the association filing for foreclosure on the unit.

This policy will be communicated to Homeowners before going into effect, noting an exception for all previously approved variances only. The Board will begin enforcing this policy on January 1, 2022. All letters will be sent by the Management Company. Any monies collected will be deposited in the HOA Reserve Account.

# By-Laws of the Hedges Homeowners Association

## BY-LAWS OF THE HEDGES HOMEOWNERS ASSOCIATION, INC.

### ARTICLE I PURPOSE AND OFFICE

1.1 Purpose. THE HEDGES HOMEOWNERS ASSOCIATION, INC. has been formed for the purpose of owning, operating and maintaining, preserving and exercising architectural control of the Lots and Common Area of the Hedges Lakeside Villas Development exclusively for the benefit of its Members.

1.2 Office. The principal office of the Association shall be located at the site of the Development in the Town of Webster, Monroe County, New York.

### ARTICLE II DEFINITIONS

2.1 "Association" shall refer to THE HEDGES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

2.2 "Property" shall refer to the real property described in the Declaration of Covenants, Easements and Restrictions ("Declaration").

2.3 "Common Area" shall refer to all real property and facilities owned by the Association for the common use and enjoyment of the Owners.

2.4 "Lot" shall refer to any plot of land shown upon any recorded subdivision or resubdivision map of the Property, with the exception of the Common Area.

2.5 "Owner" shall refer to the record Owner, whether one or more persons or entities, of the title to any Lot which is part of the Property, but excluding those having such interest merely as security for the performance of any obligation.

2.6 "Sponsor" shall refer to Woodstone Custom Homes, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Sponsor for the purpose of development.

### ARTICLE III MEMBERS AND MEETINGS

3.1 Membership. Membership in the Association shall include every person who is an Owner of a Lot which is subject by the Declaration to assessment by the Association. The Membership shall consist of two classes. Class A Members shall be all the Owners including the

Sponsor. Each Class A Member shall be entitled to only one (1) vote regardless of the number of Lots or Units owned. When more than one person holds such interest or interests in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. The Class B Member shall be the Sponsor, its successors and assigns. Until the Class B Membership terminates, the Class B Member shall be the only Class entitled to vote.

3.2 Assessments. As more fully provided for in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent; if the assessment is not paid within fifteen (15) days of the due date, it shall bear a late charge of TEN DOLLARS (\$10.00); if the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of one and one-half percent (1.5%) per month or the maximum rate of interest to be charged to individuals under applicable law, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the Assessment or foreclose its lien against the property, or both; and late charges, interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise relieve himself from liability for the assessments provided for him by non-use of the Common Area or abandonment of his Lot or by renunciation of membership in the Association.

3.3 Annual Meetings. The annual meeting of the Members of the Association shall be held at the principal office of the Association on the first Friday in December of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding Monday if not a legal holiday, or on such other date as the Board of Directors shall determine, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

3.4 Notice of Annual Meetings. Notice of the time, place and purpose of the annual meeting shall be served, either personally or by mail, not less than ten (10), nor more than forty (40), days before the meeting upon each Member entitled to vote who appears upon the books of the association as a Member and, if mailed, such notice shall be directed to the Member at his or her address as it appears on the books of the Association, unless he or she shall have filed with the Secretary of the Association a written request that the notice intended for him or her be mailed to some other address, in which case it shall be mailed to the address designated in such request.

3.5 Special Meetings. Special meetings of the members, other than those regulated by statute, may be called at any time by the President or by two (2) directors, and must be called by the President on receipt of the written request of one-third (1/3) of the Members of the Association.

3.6 Notice of Special Meetings. Notice of a special meeting stating the time, place and purpose or purposes thereof shall be served personally or by mail upon each Member entitled to vote not less than five (5) nor more than forty (40) days before such meeting, and if mailed, such

notices shall be directed to each Member at his or her address as it appears on the books or records of the Association, unless he or she shall have filed with the Secretary of the Association a written request that any notices intended for him or her shall be mailed to some other address, in which case it shall be mailed to the address designated in such request.

3.7 Place of Meetings. All meetings shall be held at the principal office of the Association, except in cases in which the notice thereof designates some other place.

3.8 Quorum and Votes Required. At the meeting of Members of the Association, the presence of one-half (1/2) of the Members entitled to vote thereat, in person or by proxy, shall be necessary and sufficient to constitute a quorum for all purposes, except as otherwise provided in the Declaration, the By-Laws or by statute, and the vote of a majority of the votes cast by Members present at any meeting at which there is a quorum shall be the act of the full membership, except as may otherwise be specifically provided by statute, the Declaration, or by these By-Laws.

### 3.9 Voting.

a) At every meeting of Members, each Member entitled to vote shall be entitled to vote in person or by proxy. Class A Members shall be entitled to one (1) vote even if they own more than one (1) Lot. Until the Class B Membership shall own more than one (1) Lot, the Class B Members shall be the only Class entitled to vote. The vote for directors, and upon the demand of any Member, the vote upon any question before the meeting shall be by ballot. All elections shall be held and all questions decided by a majority of the votes cast by the members entitled to vote in person or by proxy.

b) When any Lot is owned by more than one person or entity as tenants by the entirety or as joint tenants, or as tenants in common, or any other manner of joint or common ownership or interest, such persons or entities, as Members, shall collectively be entitled to cast only one (1) vote, and if such persons or entities cannot jointly agree as to how such vote should be cast, no vote shall be allowed with respect to such Lot.

c) The Association's Board of Directors may make such reasonable regulations as it deems advisable for any meeting of Members in regard to proof of membership in the Association, evidence of right to vote, registration of Members for voting purposes, and such other matters concerning the conduct of the meetings and voting purposes.

d) The Board of Directors may issue rules specifying the method by which the Secretary shall be apprised of the names and addresses of all Owners and the number of votes to which each is entitled to cast at any meeting of the membership.

e) A Member entitled to vote may vote either in person or by proxy executed in writing by the Member, or by his or her duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy. Every proxy shall be in writing, subscribed by the Member, or his duly authorized attorney-in-fact, and dated, but need not be sealed, witnessed or acknowledged.

f) At any meeting of Members, a full, true and complete list in alphabetical order of all Members entitled to vote in such meeting, certifying the number of votes each Member is entitled to cast, shall be furnished by the Secretary.

3.10 Waiver of Notice. Whenever, under the provision of any law, or under the provisions of the Certificate of Incorporation or By-Laws of this Association, the Association or the Board of Directors, or any committee thereof, is authorized to take any action after notice to the Members of the Association, or after the lapse of prescribed periods of time, such action may be taken without notice and without the lapse of any period requirements, provided such notice or the lapse of any period requirements must be waived in writing by the person or persons entitled to such notice, or entitled to participate in the action to be taken, or by his or her attorney-in-fact so authorized.

3.11 Inspectors of Election. If required by any Members, the President shall, at the annual meeting, appoint two (2) persons who need not be Members to serve as inspectors of election.

3.12 Compensation and Expenses. Members shall not receive any compensation for service rendered to the Association. The Board of Managers shall have the power, in its discretion, to contract for and to pay to Members rendering unusual or special services to the Association, special compensation appropriate to the value of such services.

## **ARTICLE IV**

### **DIRECTORS**

4.1 Qualification. The business and property of the Association shall be managed and controlled by the Board of Directors, who shall be at least eighteen (18) years of age, and other than those designated or elected by the Sponsor during the period of control by the Sponsor as hereinafter provided for, shall be Members of the Association.

4.2 Control by Sponsor. The Sponsor's Class B Membership shall be terminated and be converted to Class A Memberships (as to each Lot then owned by Sponsor) immediately upon the expiration of five (5) years after the transfer of the first Lot or upon the transfer of the 38th Lot, whichever event first occurs. As a result of such termination, Sponsor shall no longer be entitled to select the directors, who shall then be elected in accordance with the By-Laws.

In addition, and notwithstanding anything to the contrary in the Declaration or the By-Laws on the numbers of directors, requirement of a quorum, or otherwise, for so long as Sponsor is entitled to select all of the directors, there may be only three (3) directors selected, none of whom need be a resident of The for Hedges Lakeside Villas. Similarly, so long as Sponsor is entitled to select any of the directors, the directors selected by Sponsor need not be residents of The Hedges Lakeside Villas.

For so long as Sponsor owns two or more unsold Homes, the number of directors on the Board of Directors increased without Sponsor's prior written consent.

Within thirty (30) days of the occurrence of the earlier of the following events: (a) from the date of (1) year one transfer of the first Lot or (b) the date on which Sponsor has transferred title to the 30th Home in The Hedges Lakeside Villas, with the Sponsor will, by written notice given in accordance terms of the By-Laws, convene a meeting of the Homeowners for the purpose of electing the Members of the Board of Directors. Thereafter, such election shall take place at an annual meeting of the Homeowners each year. Sponsor shall be entitled to cast the votes for the election of directors until its Class B Membership shall be terminated.

4.3 Term. At each annual meeting of the Members, Directors shall be elected for a term of one (1) year by a plurality of votes cast, to hold office until the expiration of the term for which they are elected, and until their successors have been elected and qualified. In all elections of Directors, each Member entitled to vote shall be entitled to as many votes as shall equal the number of Directors to be elected, and such Member may cast all of such votes for a single Director or may distribute them among the number to be voted for, or for any two or more of them, as such Member may see fit. Such right when exercised by a Member shall be termed cumulative voting in accordance with Section 617, Not-For-Profit Corporation Law.

4.4 Removal. Any or all of the Directors may be removed for cause by vote of the Members, or by vote of the Directors, provided there is a quorum of not less than a majority of the entire Board of Directors present at the meeting of Directors at which such action is taken. Any or all of the Directors may be removed without cause by vote of the Members.

4.5 Vacancies. Any vacancy in the Board of Directors occurring during the year may be filled for the unexpired portion of the term by the directors then serving, although less than a quorum, by affirmative vote of the majority thereof. Any director so elected by the Board of Directors shall hold office until the next succeeding annual meeting of the members of the Association, or until the election of his successor.

4.6 Organizational Meeting. Immediately after each annual election, the newly elected Directors shall meet principal office of the Association for the purpose of organization, the election of officers, and the transaction of other business, and if a quorum of Directors be then present, no prior notice of such meeting shall be required to be given. The place and time of such first meeting may, however, be fixed by written consent of all the Directors.

4.7 Notice of Meetings. Notice of all Directors' meetings, except as herein otherwise provided, shall be given by mailing the same at least three (3) days, or by telegraphing the same at least one (1) day, before the meeting to the usual business or residence address of the director, but such notice may be waived by any director. Regular meetings of the Board of Directors may be held without notice at such time and place as shall be determined by the Board. Special meetings of the Board of Directors may be called by the President on the written request of any Member of the Board. Any business may be transacted at any directors' meeting. At any meeting at which every director shall be present, even though without notice or waiver thereof, any business may be transacted.

4.8 Chairman. At all meetings of the Board of Directors, the President, or in his absence, a chairman chosen by the directors present, shall preside.

4.9 Quorum. At all meetings of the Board of Directors a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Manag- In the alternative, unanimous written consent of the directors shall constitute the decision of the Board of Directors.

4.10 Contracts and Services. The directors and officers of the Association may be interested directly or indirectly in any contract relating to or incidental to the operations conducted by the Association, and may freely make contracts, enter transactions, or otherwise act for and on behalf of the Association, notwithstanding that they may also be acting as individuals, or as directors of corporations, or as agents for other persons or business concerns, or may be interested in the same matters as stockholders, managers, or otherwise; provided, how- or act on behalf of the that any contract, transaction, Association in a matter in which the directors, or officers are or otherwise personally interested as stockholders, directors, shall be at arm's length and not violative of the proscriptions. in the Certificate of Incorporation against the Association's use or application of its funds for private benefit. In no event, however, shall any person or other entity dealing with the directors or officers be obligated to inquire into the authority of the directors and officers to enter into and consummate any contract, transaction, or other action.

4.11 Compensation. The Board of Directors shall not receive compensation for their services as such. The Board of Directors shall have power, in its discretion, to contract for and to pay to directors rendering unusual or exceptional services to the Association special compensation appropriate to the value of such services.

4.12 Powers. All the Association powers, except such as are otherwise provided for in these By-Laws and in the laws of the State of New York, shall be and are hereby vested in and shall be exercised by the Board of Directors. Such powers shall include, but shall not be limited to, the following:

- a) To adopt and publish rules and regulations governing the use of the Common Areas and facilities, the personal conduct of the members and their guests, and to establish penalties for the infraction thereof.
- b) To suspend the right of a Member any recreational facilities owned by the Association during any period in which such Member shall be in default in payment of any assessment levied by the Association. Such rights may also be after notice and hearing for a period not to exceed thirty (30) days for infraction of the published rules and regulations.
- c) To authorize the officers to enter into management agreements with third parties in order to facilitate the efficient operation of the Property. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the Property, all improvements included therein and designated as Common Areas, the roofs and exterior walls of the Townhouses, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of these management agreements shall be determined by the Board to be in the best interests of

the Association and shall be subject in all respects to the Certificate of Incorporation, these By-Laws, and the Declaration.

4.13 Duties. The Board of Directors shall present at the annual meeting of members and file with the Minutes thereof, a report, verified by the president and treasurer, or by a majority of the managers, showing (a) the whole amount the whole amount of real and personal property owned by the Association, where located, and where and how invested; (b) the amount and nature of the property acquired during the year immediately preceding the date of the report and the manner of the acquisition; (c) the amount applied, appropriated or expended during the year immediately preceding such date, and the purposes, objects, or persons to or for which such applications, appropriations, or expenditures have been made; and (d) the names and places of residence of the persons who have been admitted to membership during the year. It shall be the duty of the Board of Directors to:

a) As more fully provided in the Declaration:

- (1) To make and collect (i) an annual assessment for Common Expenses against the Homeowners to pay the cost of maintenance, repair, replacement, management and operation of The Hedges Lakeside Villas and (ii) such special assessments against the Homeowners for the improvement and alteration of any Common Utilities, or such other purpose or purposes as the Board deems advisable or required.
- (2) To use the proceeds of all assessments in the exercise of its powers and duties.
- (3) To assure the repair, maintenance, replacement, operation, management, improvement and alteration of Common Utilities and the Townhouses and Lots as set forth in the Declaration.
- (4) To assure the repair and reconstruction of improvements after condemnation, or damage by fire or other casualty.
- (5) To propose amendments to the Declaration and these By-Laws.
- (6) To enforce the provisions of the Declaration and these By-Laws by equitable or legal means.
- (7) To purchase and maintain insurance for the Association, and the Homeowners of The Hedges Lakeside Villas in accordance with the requirements of the Declaration.
- (8) To adjust and settle, as agent for the Homeowners, all claims arising under the policies of insurance purchased by the Board, and to execute and deliver releases upon the payment of claims.
- (9) To act as Insurance Trustee and to hold and distribute insurance proceeds received in accordance with the terms of the Declaration.
- (10) To pay the cost of any management fees, professional fees and other services rendered to The Hedges Lakeside Villas which are not billed directly to the Homeowners.

(11) To employ personnel for reasonable compensation, to retain or contract for the services required for the proper management and administration Hedges Lakeside Villas and to pay for the same.

(12) To contract for the management of The Hedges Lakeside Villas and to delegate to such manager the powers which are necessary for effective management.

(13) To borrow money for the benefit of The Hedges Lakeside Villas and the Homeowners to the extent permitted by the Declaration and by applicable law, and to execute and deliver in the name of The Hedges Lakeside Villas, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges or other evidence of debt or security therefor.

(14) To open bank accounts on behalf of The Hedges Lakeside Villas and the Homeowners and to designate as signatories on such accounts the appropriate officer or officers of the Association.

(15) To acquire, on behalf of the Homeowners and in the name of the Board of Directors, or in the name of a designee, any Townhouse pursuant to Declaration, and to convey, lease, mortgage or hold the same upon such terms and conditions as the board shall deem advisable.

## **ARTICLE V**

### **OFFICERS**

5.1. Number. The officers of the Association shall be president, secretary, treasurer, and such other officers, with such powers and duties not inconsistent with these By-Laws, as may be appointed and determined by the Board of Directors. Any two offices, except those of president and secretary, may be held by the same person.

5.2. Election, Term of Office and Qualifications. The president shall be elected annually by by the Board of Directors from among their number, and the other officers shall be elected annually by the Board of Directors from among such persons as the Board of Directors may see fit, at the first meeting of the Board of Managers after the annual meeting of the members of the Association.

5.3. Vacancies. In case any office of the Association becomes vacant by death, resignation, retirement, disqualification, or any other cause, the majority of the office, although less than a quorum, may elect an officer to fill directors in such vacancy, and the officer so elected shall hold office and serve until the first meeting of the Board of Directors after the annual meeting of members next succeeding, and until the election of his successor.

5.4. President. The president shall preside meetings of members and the Board of Directors. He or she shall have and exercise general charge and supervision of the affairs of the Association and shall perform such other duties as may be assigned to him or her by the Board of Directors.

5.5 Secretary. The secretary shall have charge of such books, documents, and papers as the Board of Directors may determine, and shall have custody of the corporate seal. she shall attend and keep the minutes of all the meetings of the Board of Directors and members of the Association. He or she shall keep a record containing the names, arranged alphabetically, of all persons who are members of the Association, their places of residence, and such book shall be open for inspection as prescribed by law. He or she may sign, any contract or agreements authorized or ordered by the Board of Directors, and when so authorized or ordered by the Board of Directors, he or she may affix the seal of the Association. He or she shall, in general, perform all the duties incident to the office of secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may be assigned to him or her by the Board of Managers.

5.6 Treasurer. The treasurer shall have the custody of all funds, property, and securities of the Association, subject to such regulations as may be imposed by the Board of Directors. He or she may be required to give a bond for the faithful performance of his or her duties, in such sum and with such sureties as the Board of Directors may require. When necessary or proper, he or she may endorse for collection on behalf of the Association, checks, notes, and other obligations, and deposit the same to the credit of the Association at such bank or banks of depository as the Board may designate. He or she shall sign all receipts and vouchers and, together with such officer or officers, if any, as shall be designated by the Board of Directors, he or she shall sign all checks of the Association and all bills of exchange and promissory notes issued by the Association, except in cases where the signing and execution thereof shall be expressly designated by the Board of Directors or by these By- Laws to some other office or agent of the Association. He or she shall make such payments as may be necessary or proper to be made on behalf of the Association. He or she shall enter regularly on the books of the Association to be kept by him or her for that purpose, full and accurate account of all monies and obligations received and paid or incurred by him or her for, or on account of, the Association, and shall exhibit such books at all reasonable times to any director or Member upon application at the offices of the Association. He or she shall, in general, perform all the duties incident to the office of treasurer, subject to the control of the Board of Directors.

5.7 Compensation and Expenses. Officers shall not receive any compensation for their services as such. The Board of Directors shall have power, in its discretion, to contract for and to pay to an officer rendering unusual or exceptional services to the Association, special compensation appropriate to the value of such services. The fact that any officer is a member of an advisory committee shall not preclude him or her from receiving a salary or from voting on the resolution providing for the same.

5.8 Removal. Any officer may be removed from office by the majority vote of all the directors at any regular or special meeting called for that purpose, with or without cause. Any officer proposed to be removed shall be entitled to at least five (5) days notice in writing, by mail, of the meeting of the Board of Directors at which time such removal is to be voted upon, and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

**ARTICLE VI**  
**ADVISORY COMMITTEE**

The Board of Directors may appoint from their number, or from among such persons as the Board may see fit, one or more advisory committees, and at any time may appoint additional members thereto. The members of any such committee shall serve the pleasure of the Board of Directors. Such advisory committees shall advise and aid the officers of the Association in all matters designated by the Board of Directors. Each such committee may, subject to the approval of the Board of Directors, prescribe rules and regulations for the call and conduct of meetings of the committee and other matters relating to its procedure.

The members of any advisory committee shall not receive any stated salary for their services as such. The Board of Directors shall have power, in its discretion, to contract for and to pay to any Member of any advisory committee rendering unusual or exception services to the Association, appropriate to the value of such services.

**ARTICLE VII**  
**FISCAL YEAR**

The fiscal year of the Association shall commence on January 1st of each year and end on December 31st.

**ARTICLE VIII**  
**PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS**

No member, director, officer, or employee of, or person connected with the Association, or any other private individual, shall receive at any time, any of the net earnings or pecuniary profit from the operations of the Association; provided, however, that this shall not prevent the payment to any such person reasonable compensation for services rendered to or for the Association in effecting any of its purposes, or sharing in the distribution of any of the Association assets upon the dissolution of the Association.

**ARTICLE IX**  
**INDEMNIFICATION**

To the extent permitted by law, the Association shall indemnify and defend any person made a party to any proceeding by reason of the fact that he or she is, or was, a director or officer of the Association, against any loss and expense incurred by him or her by reason of such proceeding, including the settlement thereof, except in relation to matters where such person is adjudicated to be liable for gross misconduct in the performance of his or her duties.

**ARTICLE X**  
**AMENDMENT**

Subject to the restrictions contained herein, the By-Laws may be altered, amended or repealed at any meeting of members of the Association by an affirmative vote of two-thirds (2/3) of all votes

cast by the members entitled to vote, represented either in person or by proxy at such meeting, provided that (i) a full statement of the proposed amendment is inserted in the notice of such meeting, and (ii) said amendment shall be set forth in a duly recorded amendment to the Declaration, except these By-Laws may not be amended prior to five (5) years from the date of recording the Declaration without the express written consent of Sponsor, its successors or assigns. However, no amendment will affect or impair the validity or priority of a Lot Owner's fee simple interest or the mortgagee interest of the holder of any mortgage encumbering any Lot.

## **ARTICLE XI DISSOLUTION**

11.1 Subject to the restrictions contained herein, the Association may be dissolved by action of the members at any meeting of members of the Association by an affirmative vote of two-thirds (2/3) of all votes cast by the members entitled to vote, represented either in person or by proxy, provided that the proposed action is inserted in the notice of such meeting, except that no action to dissolve this Association may be taken within the period of five (5) years from the date of recording the Declaration, without the express written consent of Sponsor, its successors or assigns.

11.2 Upon the dissolution of the Association, the assets, both real and personal, of the Association shall be dedicated to an appropriate governmental body or agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. such disposition of the Association's property shall be effective to divest or diminish any right or title of any Member vested in or by the Declaration and deed applicable to his property unless made in accordance with the plan of dissolution. The covenants, restrictions and agreements contained in the Declaration, other than those applying to assessments, shall remain in full force and effect. It shall be a requirement of the Association, prior to its dissolution, to establish an appropriate authority or corporation for enforcing such covenants, restrictions and agreements.

## **ARTICLE XII RESTRICTIONS**

In addition to restrictions in the Declaration and the other provisions of these By-Laws, the Board of Directors may, from time to time, adopt rules and regulations governing the use of the Common Area and the conduct of all residents and guests on the Property.

## **ARTICLE XIII CONTRACTS, CHECKS, DRAFTS AND BANK ACCOUNTS**

13.1 Execution of Contracts. The Board of Directors, except as in these By-Laws otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on

behalf of the Association, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; but unless so authorized by the Board of Directors, or expressly authorized by these By-Laws, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit or to render it liable financially in any amount for any purpose.

13.2 Loans. No loans shall be contracted on behalf of the Association unless specifically authorized by the Board of Directors.

13.3 Checks, Drafts, etc. All checks, drafts and other orders for the payment of money out of the funds of the Association, and all notes or other evidences of indebtedness of the Association, shall be signed on behalf of the Association in such manner as shall from time to time be determined by resolution of the Board of Directors.

13.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

#### **ARTICLE XIV**

##### **OFFICE AND BOOKS**

14.1 Office. The office of the Association shall be at the Home of the then president of the Association or at such place in the County of Monroe, State of New York, as the Board of Directors may determine.

14.2 Books and Records. There shall be kept at the office of the Association (1) correct and complete books and records of account, (2) minutes of the proceedings of the Members and the Board of Directors, (3) a current list of the Directors and officers of the Association and their residence addresses, (4) a list of record containing the names and addresses of all Members and the number of membership certificates (if any) held by each and the date when they respectively became the holders of record thereof and (5) a copy of these By-Laws.

#### **ARTICLE XV**

##### **MISCELLANEOUS**

15.1 Severability. Should any of the covenants, terms or provisions herein imposed be void, or be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full effect.

15.2 Construction. Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires. In the event of any conflict between these By-Laws and the Declaration or Certificate of Incorporation of the Association, the latter, as the case may be, shall control.

# Declaration of Covenants, Easements and Restrictions

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**DECLARATION**  
**OF**  
**COVENANTS, EASEMENTS AND RESTRICTIONS**

For the land and all improvements thereon known as The Hedges Lakeside Villas located at the northeast corner of the intersection of Lake Road and Lake Shore Road in the Town of Webster, County of Monroe and State of New York, as more particularly described in Schedule "A" attached hereto and made a part hereof.

**WITNESSETH:**

HEDGES LAKESIDE DEVELOPMENT CORP., a New York Corporation with its office at 131 Parrish Road, Honeoye Falls, New York 14472 (hereinafter called "Sponsor"), hereby declares on behalf of itself, its successors and assigns:

The land described in Schedule "A", together with all improvements thereon and interest therein shall be held, sold, conveyed, and owned, leased, mortgaged and otherwise transferred subject to the covenants, restrictions, easements and conditions established by this Declaration and the By-Laws attached hereto. The Declaration and By-Laws shall run with the land and be binding upon as well as inure to the benefit of any and all persons who acquire a right, title or interest *in* and to such land, or part thereof, from the date of the recording of the Declaration and By-Laws until the date on which they are terminated.

The land and all improvements thereon are part of a homeowners association called The Hedges Lakeside Villas and the name of the governing body of The Hedges Lakeside Villas shall be The Hedges Homeowners Association, Inc.

## ARTICLE I

### DEFINITIONS

1.1 "Association" shall refer to THE HEDGES HOMEOWNERS ASSOCIATION, INC., its successors and assigns, which shall own the Common Area and maintain the Property as hereinafter provided.

1.2 "Commercial Vehicle" shall refer to any vehicle not intended or adapted primarily for private passenger transportation and shall include, without limitation, any pick-up, van, or jeep-type vehicle with lettering, markings, or insignia identifying it with a commercial enterprise or activity, or any vehicle equipped with a snowplow or other attachment adapting it to use in connection with such an enterprise or activity whether or not it is actually being so used.

1.3 "Common Area" shall refer to all real property and facilities owned by Association for the common use and enjoyment of the owners.

1.4 "Development" shall mean the real property described in Schedule A, together with all improvements thereon.

1.5 "Lot" shall refer to any plot of land shown upon any filed plat map or subdivision map of the Property, or any resubdivision map of all or a portion of the same, with the exception of the Common Area.

1.6 "Member" shall mean all those Owners who are members of the Association as provided in Article III hereof, including the Sponsor, its successors and assigns, as long as Sponsor is the record Owner of the fee simple title to any Lot or real property within the Development, whether or not improved by a Dwelling Unit.

1.7 "Note" shall refer to any note, bond, debenture or other evidence of indebtedness issued and sold by the Association.

1.8 "Note Holder" shall refer to the holder of any Note given by the Association, and all trustees or other legal representatives of one or more such holders.

1.9 "Occupant" shall refer to any person occupying a Townhouse for a period of twelve (12) hours or more, or overnight (even if for a period of less than twelve (12) hours), and shall include without limitation, Owners, their families, guests, or other invitees and any tenant or other renter and his or her family, guests, or other invitees.

1.10 "Owner" or "Homeowner" shall refer to the record owner, whether one or more persons or entities, of the title to any Lot which is part of the Property, but excluding those having such interest merely as security for the performance of any obligation.

1.11 "Party Wall" shall refer to any wall which is common to and separates two (2) Townhouses.

1.12 "Property" shall refer to the real property located in the Town of Webster, Monroe County, New York, as more particularly described in Schedule 1<sup>1</sup>A" attached hereto and made a part hereof.

1.13 "Recreational Vehicle" shall refer to any motor home, camper, house trailer, tent trailer, boat, boat trailer, dune buggy, go-kart, snowmobile, dirt *bike*, or other vehicle intended, designed or adapted primarily for recreational use or purposes.

1.14 "Single or One Family Occupancy" shall refer to the residential occupancy by no more than (2) unrelated adults or four (4) adults all related to one another as either brother, sister, stepbrother, stepsister, mother, father, husband, wife, daughter, son, stepdaughter, stepson, together with any number of their children, all of whom are related to each other as brother or sister, or stepbrother or stepsister. The foregoing shall include adopted and licensed agency approved or placed foster children. The foregoing notwithstanding, single family occupancy, as used herein, is further defined as residential occupancy by no more than ten (10) unrelated adults, so long as such occupancy by any particular group of unrelated adults shall not exceed a Period of fourteen (14) consecutive days.

1.15 "Sponsor" shall refer to HEDGES LAKESIDE DEVELOPMENT CORP., and its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the declarant for the purpose of development.

1.16 "Townhouse" or "Dwelling Unit" shall refer to the improvement constructed upon any Lot, subject to this Declaration, for use as a single or one family residence.

## ARTICLE II

### ADDITIONS TO PROPERTY SUBJECT TO THIS DECLARATION AND SPONSOR'S RIGHT TO RESUBDIVIDE

2.1 Lot Resubdivision by Sponsor. Sponsor reserves the right to resubdivide Lots shown on the subdivision map when filed for the purpose of adjusting Lot boundary lines to accommodate the dimensions and placement of the Dwelling Units as constructed or to eliminate any encroachments of Dwelling Units onto adjacent Lots. This right of resubdivision shall not apply to Lots which Sponsor has transferred to a new Owner.

2.2 Additions to the Development by the Association. The annexation of additional property shall require the consent of two-thirds (2/3) of the Class A Members entitled to vote thereon, at a special meeting duly called for this purpose. Additions to the Development by the Association.

2.3 Mergers. Upon a merger or consolidation of the Association, with another association, the properties, rights and obligations of the Association may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Development, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Development except as hereinafter provided.

### ARTICLE III

#### MEMBERSHIP - VOTING RIGHTS

3.1 Association Members. The Association membership shall include the Sponsor and Owners of Lots. All Owners, upon becoming such, shall be deemed automatically to have become Members and there shall be no other qualification for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The membership shall consist of two (2) classes, Class A Members and Class B Members.

3.2 Votes.

(a) Class A Members shall be all Lot or Homeowners, including the Sponsor. Each Class A Member shall have only one (1) vote regardless of the number of Lots owned.

(b) The Class B Member shall be the Sponsor, its successors and assigns.

(c) Until the termination of the Class B Membership, the Class B Membership shall be the only Class entitled to vote. After the termination of the Class B Membership, the Class A Membership shall be the only Class entitled to vote.

3.3 Voting Rules. All Members of All Members of of the All Members entitled to vote in accordance with Article vote pursuant to the following rules:

a) Each Member, regardless of the number of Lots he or she owns or holds, shall be entitled to cast one (1) vote.

b) When any Lot is owned by more than one (1) person or entity, as tenants by the entirety, or in joint tenancy, or tenancy in common, or any other manner of joint or common ownership or interest, such persons or entities, as Owners of a single Lot shall collectively be entitled to cast only one (1) vote, and if such person or entities cannot jointly agree as to how such vote should be cast, no vote shall be allowed with respect to such Lot.

3.4 Control by Sponsor. The Sponsor's Class B Membership shall be terminated and be converted to Class A Memberships (as to each Lot then owned by Sponsor) immediately upon the expiration of five (5) years after the transfer of the first Lot in the Development, or upon the transfer of the 38th Lot contained therein, whichever event first occurs. As a result of such termination, Sponsor shall no longer be entitled to select the directors but they shall then be elected by the Class A Members in accordance with the By-Laws.

There shall be a Board of Directors for The Hedges Lakeside Villas.

Notwithstanding anything to the contrary in this Declaration or the By-Laws regarding the numbers of directors, requirements of a quorum or otherwise, for so long as Sponsor is entitled to select all of the directors there may be only three (3) directors selected, none of whom need be a resident of The Hedges Lakeside Villas. Similarly, for as long as Sponsor is entitled to select any of the directors, the directors selected by Sponsor need not be residents of The Hedges Lakeside Villas.

For so long as Sponsor owns two or more unsold Homes, the number of directors on the Board of Directors shall not be increased without Sponsor's prior written consent.

Within thirty (30) days of the occurrence of the earlier of the following events: (a) one (1) year from the date of transfer of the first Lot or (b) the date on which Sponsor has transferred title to the 30th Home in The Hedges Lakeside Villas, Sponsor will, by written notice given in accordance with the terms of the By-Laws, convene a meeting of the Homeowners for the purpose of electing the members of the Board of Directors. Thereafter, such election shall take place at an annual meeting of Homeowners each year. Sponsor shall be entitled to cast the votes for the election of directors until its Class B Membership shall be terminated.

## ARTICLE IV

### PROPERTY RIGHTS

#### 4.1 The Townhouse.

a) Real Property. Each Townhouse, and its respective Lot constitutes a separate parcel of real property which is owned outright, in fee simple, by the Owner and which may be sold, mortgaged, leased or otherwise transferred just as any other parcel or real property subject, however, to the provisions of this Declaration and the By-Laws.

b) Boundaries. Each Townhouse Lot shall have the boundaries shown on the Plans, subject to or benefited by, as the case may be, any encroachments which may develop from construction of the Townhouse or by settlement or movement of the Building in which the Townhouse is located.

c) Pipes, Wires and Utility Lines. All pipes, wires, conduits and utility lines or portions thereof which are located within a Townhouse and Lot and serve only such Townhouse and Lot shall be owned by the Owners unless owned by a public utility company or municipal authority. Any pipe, wire, conduit or public utility line such as the storm sewer lines, and sanitary sewer lines and the water lines, from the respective mains in and along any public street to the individual service connection for each Townhouse shall be owned by the Association unless owned by a Public Utility Company or Municipal Authority.

4.2 Common Area Use. Every Member shall have a right of enjoyment and appropriate easements in and to the Common Area and such easement shall be appurtenant to and shall pass with the transfer of title to any Lot. All such rights and easements are subject, nevertheless, to the rights of the Association:

a) To limit the number of guests or invitees of Members in or upon the Common Area or any facilities located thereon; and

b) To charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area; and

c) To borrow money for the purpose of improving the Common Area and as security therefor to mortgage the same, provided that no mortgage on the Common Area shall be granted without the prior consent of two-thirds (2/3) of the votes held by the members of the Association, including Sponsor, cast at a meeting duly called for such purpose in accordance with the By- Laws; and

d) To suspend the right to use and enjoy any recreational facilities by a Member for any period during which by any dues or any assessment remain unpaid, or during which a violation of this Declaration or the By-Laws exists; and for a period not to exceed thirty (30) days for any infraction of rules and regulations adopted and promulgated by the Association; and

e) To grant easements or rights of way to the Town of Webster or any of its districts, or to any public or private utility corporation, or public or municipal agency.

## ARTICLE V

### EASEMENTS

5.1 Encroachments. Each Townhouse Lot and the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed, which easement shall continue as long as said encroachment exists. In the event any building containing two or more Town- houses is partially or totally destroyed and then rebuilt, the owners of the Townhouses so affected, agree that minor encroachments of parts of the adjacent Townhouse Units or Common Are due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

5.2 Blanket Easement. There is hereby created a blanket easement upon, across, over, and under all of said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water supply and sprinkler systems, sewers or sewage disposal systems, gas, telephone and electricity, and cable television or a master television antenna system. By virtue of this easement, it shall be expressly permissible for the Sponsor or the Association or utility or other entity responsible for the providing of electrical, telephone, water, sewer or sewage disposal system, gas, or television service, to erect and maintain the necessary underground pipes, conduits and other necessary equipment at or below grade on said Property and to affix and maintain electrical, master television and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhouses. An easement is further granted to all police, fire protection and ambulance personnel and all similar emergency service personnel to enter upon the Lots and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area, the Lots, and to enter any Townhouse, during reasonable hours, and upon request when occupied except in an emergency, to inspect and to perform the duties of maintenance and repair of the Townhouses or Common Area as provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers or sewage disposal system components, electrical lines, water lines, wells and water pumping and pressure system components or other utilities may be installed or relocated on said Property except as initially designed, laid out and approved by the Sponsor or thereafter approved by Sponsor or the Board of Directors of the Association. Should any public utility or municipal department or district furnishing a service covered by the general easement herein provided request a specific easement in the form of a separate recordable document, Sponsor shall have the right to grant such an easement on said Property without conflicting with the terms hereof. The easements provided for in this Article V shall in no way affect any other recorded easement affecting said Property.

5.3 Sponsor's Easements. Easements and rights-of-way are hereby expressly reserved to Sponsor, its successors and assigns, in, on, over and under the Common Area and "Easement Area", as hereinafter defined, of each Lot submitted to this Declaration for the following purposes:

a) Construction Easement. For the period of time during which Sponsor is still constructing Dwelling Units in the Development, Sponsor shall have a temporary easement for the purpose of constructing the Dwelling Units, maintaining a sales office, and installing and completing the Facilities. The right to maintain a sales office shall include Sponsor's right to post sales signs, erect and maintain one or more model Dwelling Units, and to have Sponsor's customers use the roads and vehicular parking areas within the Development. The easement herein shall terminate when Sponsor has sold the last Dwelling Unit in the Development. When the easement terminates, Sponsor shall clean up any area used by it, and shall restore the premises used to a neat arid orderly condition.

b) Temporary Blanket Easement. Sponsor reserves a temporary blanket easement to go upon the Common Area and all Lots in the Development for the purpose of maintaining, repairing, replacing or restoring the Facilities and making repairs to the Dwelling Units pending the Association's take-over of such duties, and for the purpose of fulfilling the express warranties or agreements to repair contained in contracts between the Sponsor and the individual Dwelling Unit Owners.

c) Utility Easements. Sponsor reserves the right to grant and create easements, whether or not the same are shown on the subdivision map to be filed or on any resubdivision map of all or a portion of the same, to the Town of Webster, any special improvement district thereof, any public or private utility, any public or municipal authority, or other entity for the installation, repair, maintenance, and replacement of sidewalks, sanitary and storm sewers, water lines and hydrants, electrical lines, telephone lines, cable television lines, and all related pipes, cables, wires, conduits, grates, manholes, and other appurtenances; provided that any such easements not shown on the filed map(s) referred to shall not be located under or across the portion of a Lot covered by the Dwelling Unit.

5.4 Easement Area. The term "Easement Area", as used herein, shall mean and refer to (i) those areas on each said sub-division Lot with respect to which easements are shown on the recorded subdivision plat relating thereto, or (ii) if no easements are shown on any such plat, to all of the land within the Lot lines of each said subdivision Lot at the front and rear of the Lot which is not covered by any portion of the Townhouse or appurtenant structure.

## ARTICLE VI

### COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot within the Property, is hereby deemed to have covenanted and agreed by acceptance of a deed therefor, and whether or not it shall be so expressed in such deed, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The covenant in this Section shall not constitute a guarantee, or promise of any kind by Sponsor to pay any assessment, or any other obligations, other than Sponsor's obligation to the Association as set forth in the Offering Plan filed with the New York State Department of Law. The annual and special assessments, together with interest and costs, and reasonable attorney's fees incurred in the collection of same shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney' fees shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

6.2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively (i) for the payment of all principal and interest, when due, on all loans referred to in Section 6.13, and (ii) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Area owned by the Association and all improvements located thereon, including, without limitation, any Dwelling Unit owned by the Association, the private drives and<sup>1</sup>parking areas, storm drainage system, sprinkler system, sewage disposal system from the clean-outs on the laterals to the individual Townhouse Units, landscaping, clubhouse, swimming pool and outdoor recreational facilities, all exclusively for the benefit of its members, their guests, tenants and invitees; and (iii) to maintain, repair, reconstruct, replace and preserve, on a non-profit basis, the residential Lots, and the Townhouses constructed thereon for the purpose of preserving the exterior appearance and configuration of said Lots and Townhouses, including but not limited to, all exterior (outside) walls, foundations, roof and roof members, facia and exterior trim, exterior lights, gutters and downspouts, walks and parking

areas, trees, shrubs and grasses, and other exterior improvements, excluding, nevertheless, any patio or deck, built exclusively for the benefit of the Owner(s) thereof, windows, skylights and exterior doors. Except for the structural portion thereof, there shall be no obligation on the part of the Association to maintain, repair, reconstruct, replace or preserve any part of the interior of any Townhouse or any fixtures or mechanical systems (including, but not limited to, heating, chimney, electrical, plumbing, or air-conditioning); (iv) to pay premiums for insurance as hereafter provided in Article X; and (v) to provide all necessary and reasonable services to Association members incidental to the foregoing and also including, but not limited to, snow removal, management and general overhead.

6.3 Homeowners Willful Act or Negligence. In the event that the need for maintenance or repair is caused through the willful act of the Owner, his family, tenants, guests, or invitees, and not paid for by him or his insurance, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

6.4 Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the Members present in person or by proxy, at a meeting duly called for such purpose.

6.5 Notice and Quorum for Any Action Authorized Under Section 6.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Members, in person or by proxy, entitled to cast two-thirds (2/3) of all the votes of the membership shall constitute a quorum.

6.6 Commencement of Assessments. Subject to Sponsor's right to pay the difference between the Association's actual operating expenses and the annual assessments collected from Lot or Dwelling Unit Owners other than Sponsor, as hereinafter set forth, both annual and special assessments provided for herein shall commence as to all Lots on the day the first Lot is transferred. All of said assessments shall be prorated according to the number of months remaining in the fiscal year.

The annual assessments for the first year shall be fixed by the Sponsor. The Board of Directors shall fix the amount of subsequent annual assessments for each Lot at least thirty (30)

days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and unless otherwise provided, the Association shall collect each month from the Owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot.

6.7 Uniformity of Assessments. Each Lot owner shall be responsible to pay a fraction of the total annual or special assessments levied by the Association after such Lot becomes subject to the payment thereof in accordance with the foregoing provisions hereof. Subject to Sponsor's right to pay the difference between the Association's actual operating expenses and the annual assessments collected from Lot or Dwelling Unit Owners other than Sponsor, as set forth in Section 6.8 below, each Lot or Dwelling Unit Owner shall be responsible to pay one-forty second (1/42) of the special or annual assessments levied by the Association after such Lot becomes subject to the payment thereof.

6.8 Assessments on Lots or Dwelling Units Owned by Sponsor. No Lot or Dwelling Unit owned by Sponsor in the Development which is subject to this Declaration shall be subject to the payment of any annual assessments until Sponsor notifies the Association in writing that all the remaining and unsold Lots it owns in the Development shall immediately become subject to the payment of such annual assessments. Thereupon, Sponsor shall commence to pay the required monthly assessment installment for each Lot or Dwelling Unit covered by such notice. The annual assessment installments which are due for the month in which such notice is given shall be adjusted and prorated from the date of such notice to the close of such month. While the Lots or Dwelling Units owned by Sponsor in the Development are exempt from the payment of the annual assessments by virtue of the foregoing provisions of this section, Sponsor shall pay to the Association each month, a sum of money equal to the Association's actual monthly expenses, including all reserve contributions, reduced by a sum equal to the total assessments levied by the Association for that month upon the other Lots in the Development. Sponsor shall have the right, but not the obligation, to be reimbursed by the purchaser of a Lot for those portions of Sponsor's payments for such Lot which represent reserves for completed improvements. Such reimbursement to Sponsor may be collected upon the transfer of such Lot.

6.9 Certificates of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing, signed by an officer of the Association, or an officer or employee of any independent manager properly retained by the Association, setting forth whether said assessment has been paid. The Association or property manager shall be entitled to levy an administrative charge for any such certificate requested by any such Owner.

6.10 Effect of Nonpayment of Assessments and Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, it shall bear a late charge as provided in the By-Laws of the Association, and if not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate specified in the Association By-Laws, but in no event in excess of the prevailing legal maximum rate per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and late charges, interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, thereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the afore said lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property, and such Owner is deemed thereby to have expressly granted to the Association a power of sale in connection with the foreclosure of said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the interest foreclosed at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such liens, as may be necessary or expedient, to an insurance company continuing to give total coverage(notwithstanding nonpayment of such defaulting Owner's portion of the premium) for fire and other hazard insurance. 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, or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

6.11 Subordination of the Association Lien, to First Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage given to any bank, savings bank, savings and loan association, pension fund, or other institutional lender or to Sponsor. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgage, given as above provided, and provided that the Association is made a party defendant in such foreclosure action, shall extinguish the lien of such assessments as to payments which become due prior to the foreclosure sale and transfer. No foreclosure sale or transfer shall relieve such Lots from liability for any assessments thereafter becoming due, or from the lien thereof.

6.12 Exempt Property.

All properties dedicated to, and accepted by, a local municipality or authority, and the Common Area, shall be exempt from the assessments created herein.

6.13 Loans to the Association.

The Board of Directors of the Association, within the limitations imposed by Section 6.3, may borrow monies from time to time, so long as the repayment of the principal borrowed and the interest thereon shall be accomplished within the term of five (5) years. Loans that shall require repayment over a longer term shall first be approved by two-thirds (2/3) of the votes of the Class A Members present in person or by proxy at a meeting duly called for this purpose.

In order to secure the repayment of any and all sums borrowed by it from time to time, the Association is hereby granted the right and power (i) to assign and pledge revenues received, and to be received, by it under any provisions of this Declaration, provided that no such assignment or pledge shall be made without the prior consent of two-thirds (2/3) of the votes of the Members of the Association entitled to vote thereon, cast at a meeting duly called for such purpose in accordance with the By-Laws, and (ii) to enter into an agreement with the Note Holder(s) with respect to the collection and disbursement of funds, and (iii) to apply funds received by the Association first to the payment of principal and interest, when due, on such loans; and to establish such collection,

payment and lien enforcement procedures as may be required by the Note Holder(s).

6.14 Reserves and Surplus. The Board of Directors of the Association may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine to be necessary and desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall not be obligated to spend, in any fiscal year, all the sums collected in such year, and may carry forward as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the annual assessment in the succeeding year, but may carry forward the same from year to year.

6.15 Contractual Authority. The Association shall be entitled to contract with any corporation, firm or other entity for the performance of various duties imposed on the Association.

## ARTICLE VII

### PARTY WALLS

Each interior wall which is common to two Homes and separates such Homes from one another is a party wall. Each such wall has been built over the boundary line between the two Lots and shall constitute the dividing line between the two Homes and Lots involved. A Homeowner who shares a party wall with another Owner shall, at his or her expense, maintain, repair and replace his or her side of such wall, except:

a) In the case of structural damage or problems, the maintenance, repair and replacement of the wall shall be undertaken jointly by the owners who share the wall and at their joint expense, unless such expense is covered by the insurance purchased by the Association; or

b) In the case of intentional or negligent damage to the wall by one of the Owners or by his or her relatives, agents, guests, employees or invitees, the maintenance, repair and replacement of the wall shall be performed entirely by the Owner responsible for the damage and at his or her expense, unless such expense is covered by the insurance purchased by the Association.

In all other cases, the laws of the State of New York on party walls shall control.

## ARTICLE VIII

### GENERAL COVENANTS - USE RESTRICTIONS

8.1 Residential Lots. Each Lot, improved with a Townhouse, shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof, and shall be used for single family residential purposes only. Any Unit owned by the Association may also be used for such purposes as the Board of Director deems appropriate, including but not limited to the storage of Association equipment and property.

8.2 Model Units. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Sponsor or the builder of the Townhouse to maintain during the period of construction and sale of said Townhouses, upon such portion of the premises as Sponsor deems necessary, such facilities as in the sole opinion of Sponsor may be reasonably required, convenient or incidental to the construction and sale of said Townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales

office.

8.3 Restrictions. No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon said Property except as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors of the Association, or its designated representative. No trimming, cutting, fertilizing or modifying of plantings, trees, foliage, or shrubs planted around the dwellings or elsewhere upon the Property shall be done by anyone other than the employees of the Managing Agent of the Association, or persons duly authorized by the Board of Directors to perform such work. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines except as may be allowed by this Declaration or by the Board of Directors of the Association. It is expressly acknowledged and agreed by all parties concerned that this Paragraph is for the mutual benefit of all Owners of Lots included in the Property subject to this Declaration.

8.4 Modifications. Modification of any kind to the exterior of the Townhouse, either to the structure or the appearance thereof, including, but not limited to, color of exterior siding and trim, awnings, lights, doors, windows, mechanical devices, T.V. antennas, flags or storage structures, shall not be made without the express written consent of the Board of Directors of the Association.

8.5 Entry and Rear Deck. Each Owner shall maintain, clean and keep free from unsightly objects, the entry and patio or deck area, if any, including the area under the same, of his or her Townhouse. This shall include the removal of ice and snow from said areas which will not be done by the Association.

8.6 Sports, Activities, Etc. There shall be no organized sports activities, picnicking or fires except in areas designated by the Board of Directors of the Association.

8.7 Pets. No animals or reptiles of any kind shall be raised, bred or kept in any Townhouse or in the Common Area, except that dogs, cats or other common household pets, not to exceed two (2) per Home, may be kept in the Home, subject to the rules set forth herein and any additional rules established by the Association. Any violation of this restriction may result in an order from the Board of Directors requiring that the animal be permanently removed from the Property upon three (3) days written notice to the Owner or Occupant harboring the same. Any dog, cat, or other animal found on the Property which is not on a leash or in a cage may be summarily removed by the Association or the Managing Agent, or its employees, and delivered to the custody of any local or municipal authority with power to impound the same without any liability on the part of the Association, its managers, agents, or employees for such removal.

8.8 Speed Limit. The maximum speed limit for all vehicles within the Property shall be fifteen (15) MPH.

8.9 Commercial Vehicles. No commercial vehicles, apart from those operated by the individual Unit Owners or those temporarily on the premises for the purpose of making deliveries or providing services to the Dwelling Units or in connection with the maintenance of the Common Areas shall be parked or stored on any portion of the Property.

8.10 Abandoned Vehicles. No abandoned or unregistered vehicle shall be parked, left or stored upon the Property or any portion thereof.

8.11 Recreational Vehicles. No recreational vehicle shall be operated, driven, parked or stored on any portion of the Property, except that vehicles such as motor homes (but not mobile homes), campers and trailers may be parked for durations of no more than four (4) hours, and then not more than once in any twenty-four (24) hour period, the intention being that such vehicles may be brought onto the Property only temporarily for purposes such as loading or unloading, but not for off-road use, overnight parking, or for parking or storage for longer periods. Specifically, no

dune buggies, dirt bikes, go-karts, snowmobiles or similar recreational vehicles may be operated or driven at any time on any portion of the Property.

8.12 Advertising Signs. No advertising signs, except one "For Rent" or "For Sale" sign not to exceed six square feet in size, shall be placed or permitted to remain on any dwelling Unit or Lot or *in* the Common Areas, provided that such permitted signs are in accordance with all state, county and local ordinances. Nevertheless, Sponsor reserves the right during the construction and sales period to place such signs as its officers or managers may determine are necessary or useful for the purposes of offering the Dwelling Units to the public for sale or for rent, and Sponsor further reserves the right (but not the obligation) to design, fabricate and install one or more permanent signs in locations of its choice identifying the development. Maintenance of the permanent sign(s) shall be the responsibility and at the expense of the Association, excepting only repairs or replacements thereof required during the first year after erection of such sign(s) by reason of defective materials or workman- ship in the original installation, which shall be the responsibility of Sponsor at its expense.

8.13 Refuse. All trash, rubbish and refuse shall be placed in proper receptacles as specified by the Association.

8.14 Nuisance. No occupant of a Dwelling Unit shall create or make any noise or disturbance which shall unreasonably interfere with the use and enjoyment of any other Unit, or so as to constitute a nuisance.

8.15 Additional Rules. The Board of Directors may, from time to time, adopt additional rules and regulations governing the use of the Common Area and conduct of all residents and guests on the Property. No action shall be taken by the Association or its Board which in any manner would discriminate against any Owner or Owners in favor of other Owners.

## ARTICLE IX

### ZONING AND SPECIFIC RESTRICTIONS

9.1 Zoning Requirements. This Declaration shall not be taken as permitting any action prohibited by the applicable zoning laws, or the laws, rules, or regulations of any governmental authority, or by specific restrictions of record. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, restrictions of record, or this Declaration shall be taken to govern and control.

## ARTICLE X

### INSURANCE

10.1 Physical Damage Insurance. The Sponsor, for each Lot owned within the Property, hereby irrevocably nominates, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to nominate irrevocably, the Association as Trustee with authority to obtain and maintain fire insurance and extended coverage for all Town- houses, insuring the buildings and fixtures, in an amount sufficient to cover the full replacement cost thereof. Such policies of physical damage insurance shall be written in the name of the Association, as Trustee for each Lot Owner, and shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by any Lot Owner; or of the invalidity arising from any acts of the insured or any Lot Owner, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the named insureds, including any mortgagee of any Lot.

Each policy shall contain a New York standard mortgagee clause in favor of any first mortgagee only, of any Lot, which shall provide that the loss, if any, thereunder shall be payable to such first mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Association hereinafter set forth. All such policies shall provide that adjustment of loss shall be made by the Association with the approval of the Lot Owner, and that the net proceeds thereof shall be payable to the Association.

The premiums for all such insurance obtained by the Association shall be part of the Common Expenses included in the annual assessment.

Lot Owners shall not be prohibited from carrying additional insurance for their own benefit, provided that such policies contain waivers of subrogation, and further provided that the liability of the carrier issuing insurance procured by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Lot Owner.

In the event of damage to or destruction of any Townhouse as a result of fire or other casualty, the Owner, with the concurrence of his or her first mortgagee, if any, upon receipt of the insurance proceeds by the Association, shall contract to rebuild or repair such damaged or destroyed Townhouse.

Upon receipt of the insurance proceeds, and prior to making any other disbursement, the Association shall first pay the expenses incurred, if any, including the reasonable charges for the services of any public adjuster and of any attorney employed by the Association to secure payment of such proceeds.

No disbursement for reconstruction or repair shall be made, nevertheless, unless the Association is first directed by a written certificate of the owner, or his designated architect or engineer, stating that the sums to be paid are due and properly payable for said reconstruction or repair, stating the following information as to each disbursement:

1. Name and mailing address of payee;
2. Amount of payment;
3. Purpose of payment.

Upon the failure or refusal of the first mortgagee and the owner to proceed with the reconstruction or repairs within thirty (30) days after written notice and demand, such portion of the proceeds as may be necessary to discharge the interest of the first mortgagee, if any, shall be paid over by the Association to such mortgagee upon the tender by said mortgagee of a duly executed discharge of the mortgage in recordable form.

The Association is hereby irrevocably authorized by the Owner to use the balance of insurance proceeds remaining after discharge of any first mortgagee interest, to reconstruct the "exterior portion" of such Townhouse so damaged or destroyed, in conformance with the original plans and specifications of such Townhouse, which "exterior portion" shall include those items defined in Section 6.2 (iii) hereof. Provided, however, the Association may also, in the discretion of the Board of Directors, restore the heating system inside the Unit to the extent necessary to preserve said exterior portion and party walls.

No disbursement for reconstruction and repair of the "exterior portion" of such Townhouse shall be made unless the Association is first directed by a written certificate of an architect or engineer, employed by the Association to supervise such reconstruction or repair, stating that the sums to be paid are due and properly payable for such reconstruction or repair of the "exterior portion" and stating the following information as to each disbursement:

1. Name and mailing address of each payee;
2. Amount of payment;
3. Purpose of payment.

In the event the cost to reconstruct the "exterior portion" of such Townhouse shall exceed the balance of insurance proceeds after the payment of expenses and the discharge of the first mortgagee's interest, the cost to reconstruct the "exterior portion" in excess of the balance shall be an expense of the specific Owner of such Townhouse and shall be paid within thirty (30) days after notice and demand therefor. In default of payment thereof, the excess cost, together with interest, costs and reasonable attorneys' fees, shall become a charge on the land and shall become a continuing lien upon the Lot against which such additional cost was incurred. Such lien may be enforced to the same manner as the lien for annual and special assessments as provided under Article VI hereof.

Prior to the reconstruction or rebuilding of the "exterior portion" of such destroyed Townhouse, the Association may, but shall not be required to, employ an architect or engineer to supervise the same and, based upon: 1 the original plans and specifications for such Townhouse, advertise for sealed bids, and may thereafter negotiate with any contractor for the reconstruction or repair of such Townhouse's "exterior portion."

In the event the cost of reconstruction or repair of the "exterior portion" of such Townhouse, including the reasonable cost for services of any architect, engineer or attorney employed by the Association to pursue the reconstruction and repair of the "exterior portion" of such Townhouse is less than the insurance proceeds received by the Association, then, and in such event, the proceeds remaining, after payment of costs, shall be paid to the Owner upon the tender to the Association by such Owner of a duly executed release of liability and accountability for the use of such insurance proceeds.

All insurance proceeds paid on any loss claim shall first be deposited in a bank or other financial institution, in an interest-bearing account insured by a federal governmental agency, with provision that such proceeds, or any part thereof, may be only withdrawn upon the signatures of at least two (2) members of the Board of Directors or their designees.

Notwithstanding the foregoing provisions of this Section 10.1, it is further provided that the requirement for the maintenance of insurance on a Townhouse shall not apply to any Townhouse acquired by the Veteran's Administration or Federal Housing Administration under a mortgage foreclosure during the period of ownership by either of said Veteran's Administration or Federal Housing Administration.

The initial amount of physical damage insurance allocated to a particular Townhouse shall be at least in such amount as may be required by any first mortgagee of such Townhouse, but in no event in an amount less than the amount of the Purchase Price, less the sum of TEN THOUSAND (\$10,000.00) DOLLARS. Any Lot Owner may, upon written request, direct the Association to increase insurance coverage on his particular Townhouse in such amount as the carrier selected by the Association is willing to underwrite. The amount of such insurance coverage shall be increased annually to cover the increase, if any, in the replacement cost of each Townhouse.

Only the Association, as Trustee, the Lot Owner, and his or her mortgagee shall be named insureds. Assignment of the policy or of the proceeds of the policy, in the event of loss, shall be prohibited.

The Association may consult with, and employ, an attorney of its choice with respect

to any question relating to its duties or responsibilities hereunder and shall not be liable for any action taken or omitted by it in good faith, or on advice of counsel. The Association shall be reimbursed for all expenses incurred by it in connection with its duties under this Article, and the same shall be deemed to be a charge against the insurance proceeds, except for such expenses incurred as a result of bad faith or willful misconduct.

10.2 Public Liability Insurance. The Association shall obtain broad form public liability insurance covering the Common Area and all of the Lots, excluding, nevertheless, liability coverage for the interior of any Townhouse or private patio or deck area, in a single limit amount of not less than ONE MILLION DOLLARS (\$1,000,000.00), covering claims for bodily injury, death and property damage arising out of any one occurrence. Premiums for public liability insurance shall be part of the Common Expense payable out of annual assessments provided under Article VI hereof.

10.3 Other Insurance. All policies of liability insurance shall contain cross-liability endorsements to cover liabilities of the Homeowners as a group (and/or the Association) to an individual Homeowner, and cross-liability endorsements to cover liabilities of an individual Homeowner to the Homeowners as a group (and/or the Association).

a) Workmen's Compensation. Should workers' compensation insurance be required by law for the Association, a workers' compensation insurance policy meeting any such requirement shall be procured by the Association.

b) Fidelity Insurance. The Board of Directors of the Association is free to decide whether or not it will obtain insurance against misappropriation of Association funds.

c) Directors Liability Insurance. The Association may secure directors' liability insurance or such other forms of insurance coverage as its Board of Directors may direct from time to time, to be paid for as a Common Expense.

10.4 Hazardous Activity. Under no circumstances shall an Owner permit or suffer anything to be done or left in his or her Townhouse which will increase the insurance rates on his or her Townhouse or any other Townhouse, or the Common Area.

## ARTICLE XI

### LIABILITY FOR DAMAGE AND INDEMNIFICATION

Each Homeowner shall be bound by the following provisions on liability for damages and indemnification:

11.1 Liability for Damage. Each Homeowner shall be liable for the expenses for any maintenance, repair or reconstruction required because of his or her act, neglect or carelessness, or that of any member of his or her family or his, hers or their guests, employees, invitees, agents or lessees, but only to the extent that such expense is not met by the proceeds of the insurance carried by the Association. Such liability shall extend to any increase in fire insurance rates occasioned by the use, misuse, occupancy, or abandonment of a Townhouse or the Common Utilities, if any. Nothing in this section shall, however, be interpreted so as to nullify or modify any waiver of subrogation rights contained *in* the insurance policies purchased by the Association.

11.2 Indemnification. If a person suffers bodily injury or property

damage while physically within a Townhouse, and such injury or damage results in a claim or suit against any other Homeowner(s), or against the Association, or any of its directors, officers, agents or employees, then the Owner of the Townhouse within which the injury or damage occurred shall (1) indemnify and hold harmless the other Homeowner(s), the Association and any of its directors, officers, agents or employees against whom the claim or suit is brought and (2) defend, at his or her own cost, any litigation resulting therefrom.

There shall, however, be no obligation to indemnify or defend any Homeowner(s) or person(s) whose negligence or willful misconduct caused or contributed to the injury or damage.

11.3 Indemnification - Acts and Decisions by the Association. To the full extent authorized by law, the Homeowners shall indemnify and hold harmless any person made a party in any civil or criminal action or proceeding by reason of the fact that he or she is a director on the Board of the Association, or an officer of the Association

## ARTICLE XII

### ADMINISTRATION

The administration of The Hedges Lakeside Villas shall be governed by the following provisions:

12.1 Governing Body. The Hedges Lakeside Villas shall be governed by the Board of Directors of the Association, which shall consist of five (5) directors elected in accordance with the By-Laws.

12.2 By-Laws. The By-Laws are attached to this Declaration and shall become effective upon their recording in the Monroe County Clerk's office. They may be amended and new By-Laws may be adopted in accordance with the terms thereof.

12.3 Powers and Duties of Board of Directors. The powers and duties of the Board of Directors are established by this Declaration and the By-Laws. In addition, the Board shall have such implied powers as may reasonably be required for the effective administration of The Hedges Lakeside Villas.

The powers and duties of the Board shall be exercised in the manner prescribed by the By-Laws, provided that any duties or rights of the Board which are granted by or are to be exercised in accordance with the provisions of this Declaration, shall be so exercised.

12.4 Determinations by the Board of Directors. Unless The vote of a greater number is required by this Declaration or by the By-Laws, the votes cast by a majority of the directors at a meeting at which a quorum is present, or the unanimous written consent of the directors, shall constitute the decision of the Board of Directors. A quorum shall consist of the presence of three (3) or more directors at such meeting.

12.5 Notice of Demands. Notice or demands for any purpose shall be given in the manner provided in this Declaration and the By-Laws.

12.6 Service of Process. Service of process in connection with any legal action commenced against the Association or against its Board of Directors may be made upon the President or Secretary of the Directors at the Townhouse in which he or she resides.

12.7 Funds and Titles Held by Board. All funds received by the Association and the proceeds of such funds shall be held by the Board for the benefit of the Homeowners and shall be used for the purposes stated in this Declaration and the By-Laws.

## ARTICLE XIII

### CONDEMNATION

If an action in eminent domain is started for the taking of all or part of The Hedges Lakeside Villas, the award for such taking shall be payable as follows:

a) If the award is for the taking of the entire The Hedges Lakeside Villas, the full amount of such award shall be paid to the Association, as Trustee, for distribution to each Homeowner for the taking of his or her Townhouse in a proportion equal to the value that his or her Townhouse bears to the value of all Townhouses in The Hedges Lakeside Villas; and for the taking of the Common Utilities, if any, in a proportion equal to the Homeowner's proportionate share of approximately 2.38% (1/42) of the amount of the award allocable to such taking. No distribution shall, however, be made to a Homeowner unless there is first paid out of his or her share (i) all amounts due, with interest, on any mortgage against his or her Townhouse and (ii) any unpaid Common Charges, Special Assessments and other liens against his or her Townhouse, together with the interest charges and fees attributable thereto.

b) If the award is for the taking of only a part of The Hedges Lakeside Villas and is less than TEN THOUSAND (\$10,000.00) DOLLARS, the entire award shall be paid to the Association, as Trustee, for distribution to the Homeowner(s) whose Townhouse, or part thereof, has been taken. No distribution shall, however, be made to a Homeowner without (a) the prior written consent of the mortgagee of his or her Townhouse and (b) there first having been paid out of his or her share of the award all unpaid Common Charges, Special Assessments and other liens against his or her Townhouse, together with any interest charges or fees attributable thereto. If the taking includes a part or parts of the Common Utilities, then so much of the award as is allocable to the taking of the Common Utilities shall be held by the Association to repair or reconstruct the same, if possible, or to reduce the Common Charges for the next succeeding fiscal year.

c) If the award is for the taking of only part of The Hedges Lakeside Villas and is in excess of TEN THOUSAND (\$10,000.00) DOLLARS, it shall be distributed to (a) each Homeowner whose Townhouse, or part thereof, has been taken, in a proportion equal to the value that the taking of his or her Townhouse bears to the value of the taking of all Townhouses; and (b) all Homeowners to the extent that the Common Utilities have been acquired and cannot be restored in equal shares of approximately 2.38% (1/42); provided, however, that no distribution shall be made to a Homeowner unless there is first paid out of his or her share, if so required by his or her mortgagee, (i) the amount due, with interest, on any mortgage against the Townhouse and (ii) any unpaid Common Charges, Special Assessments or other liens against his or her Townhouse, together with the interest charges and fees attributable thereto.

## ARTICLE XIV

### DURATION AND AMENDMENT

14.1 Binding Effect. The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by Sponsor, the Association and the Owner of any Lot included in the Property, their respective legal representatives, distributees, successors and assign until the 31st day of December in the year 2015 after which time said Restrictions shall be automatically extended for successive periods of ten (10) years.

14.2 Amendment. This Declaration may not be amended in any respect except by a vote of not less than two-thirds (2/3) of the Class A Members, present in person or by proxy, at a meeting duly called for such purpose at which a quorum is present and acting throughout. For purposes of this Section only, such a quorum shall be eighty percent (80%) of the votes entitled to be cast by Members of the Association as defined in Article III hereof. An amendment may also be adopted by the unanimous consent of the Owners, subject to the written approval by all mortgagees of record where such amendment would adversely affect them. No amendment shall be effective until recorded in the form of a duly executed Certificate of Amendment in the office of the Clerk of the County of Monroe, New York, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

## **ARTICLE XV**

### **TERMINATION**

The Hedges Lakeside Villas and the Association shall be terminated, if at all, in the following manner:

15.1 Voluntary Termination. The Hedges Lakeside Villas and the Association may be terminated if at least ninety (90%) percent of the Class A Members vote in favor of such termination at a special meeting called in accordance with the provisions of the By-Laws, subject, however, to the written approval of all first mortgagees. The termination shall become effective upon the recording in the Monroe County Clerk's Office of a Certificate of Termination executed by the ninety (90%) percent or more of the Class A Members who voted in favor of the termination, plus all first mortgagees.

15.2 Involuntary Termination. If it is determined by a vote of at least eighty CD percent of the Class A Members in The Hedges Lakeside Villas or at a special meeting of the Homeowners, called in accordance with the provisions of the By-Laws, that a Building or Buildings shall not be reconstructed or repaired after seventy-five percent (75%) or more thereof has been damaged by fire or other casualty, or after seventy-five percent (75%) or more of a Building or Buildings has been taken under the power of eminent domain, the Association may be terminated upon a vote of a majority of Homeowners, subject, however, to the written approval of all first mortgagees.

15.3 Effect of Termination. After termination of The Hedges Lakeside Villas and the Association, the Homeowners shall own the Common Area, Improvements and Utilities, if any, as tenant in common in undivided shares, and the holders of mortgages and liens against the Townhouses shall have mortgages and liens upon such shares. Following termination, the Common Areas, Improvements and Utilities, if any, may be partitioned and sold by majority vote of the Homeowners subject to the written consent of all mortgagees.

15.4 Distribution to Homeowners. If The Hedges Lakeside Villas and the Association have been terminated and the Common Areas, Improvements and Utilities sold, then the Association shall distribute the net proceeds of the sale to the Homeowners in equal shares to of approximately 2.44% (1/41). No distribution shall, however, be made to a Homeowner unless there is first paid out of his or her share all amounts due, with interest, on any mortgage against his or her Townhouse, or such amount as is specified in writing by the Mortgagee.

15.5 Sale of Homes. Following termination, each Homeowner may sell his or her Townhouse to whomever he or she sees fit and upon whatever terms he or she can

secure provided, however, that (i) any amounts due, with interest, on any mortgage against his or her Townhouse must first be paid out of the sale proceeds and (ii) any unpaid Common Charges and Special Assessment or other liens against his or her Townhouse, together with any interest and other charges accrued thereon, must be paid to the Association.

## **ARTICLE XVI TERMINATION**

16.1 Right of Entry. Violation or breach of any Restriction herein contained Shall give Sponsor, the Association, or their respective legal representatives, distributees, successors and assigns, in addition to all other remedies, the right to enter the land upon or as to which such violations or breach exist and summarily to abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots within the Property to enforce these Restrictions by appropriate judicial proceeding.

16.2 No Waiver. The failure of Sponsor, the Association, or the Owner of any Lot included in the Property, their respective legal representatives, distributees, successors and assigns, to enforce any Restriction herein contained, shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

16.3 No Reverter. No Restriction herein is intended to be, or shall be construed as, a condition subsequent to or as creating a possibility of reverter.

16.4 Invalidity. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any provision hereof.

16.5 Equitable Remedies. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

16.6 Attorneys' Fees. Any party to a proceeding who succeed in enforcing a Restriction or enjoining the violation of a Restriction against a Lot Owner may be awarded reasonable attorneys' fees against such Lot Owner.

16.7 Interpretation. The Board of Directors of the Association where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration, and of the By-Laws, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by such provisions. Any conflict between any construction or interpretation made by the Board of Directors and any other person or entity to enforce the provisions hereof and of the By-Laws shall be resolved in favor of the construction or interpretation by the Board.

The Board of Directors, to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration and of the By-Laws. In so adopting and promulgating such rules and regulations, and *in* making any finding, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits,

authorizations, approvals, rules and regulations, the Board shall take into consideration the best interests of the Owners and of the Property to the end that the Property shall be preserved and maintained as a high-quality community.

In granting any permit, authorization or approval as herein defined, the Board may impose any conditions or limitations thereon as it shall deem advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding Paragraph hereof.

16.8 Headings. The headings of the Articles or any Section herein are for convenience only and shall not affect the meanings or interpretations of the contents thereof.

16.9 First Mortgage Liens. No violation of any of these Restrictions shall defeat or render invalid the lien of any first mortgage or building loan made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee's foreclosure sale shall be bound and subject to these Restrictions as fully as any other owner of any portion of the Property.

16.10 Covenants Run With Land. Each grantee accepting deed, lease or other instrument conveying any interest in any Lot, whether or not the same is incorporated or refers to this Declaration, covenants for himself, his distributees, successors and assigns to observe, perform and be bound by this Declaration and the By-Laws and to incorporate the same by reference in any deed or other conveyance of all or any portion of his or her interest in any real property subject hereto.

# 1997 Amendment to Founding Documents and By-Laws

*Note to Residents: The amendment document shown below is a reproduction of the original, signed and notarized document. That original document is available for review by request to the Board of Directors.*

## **Amendment to the Declaration of Covenants, Easements and Restrictions ("Declaration") and By-Laws of the Hedges Homeowners Association**

This Amendment is made to the Declaration of Hedges Homeowners Association, Inc. which was recorded in the Monroe County Clerk's Office in Liber 7979 of Deeds, page 280.

This Amendment to Declaration which is set forth below was approved by the consent of the Members of the Hedges Homeowners Association, Inc. in accordance with the terms provided for relative to the amendment of the Declaration and the amendment of the By-Laws of the Association.

### **AMENDMENT TO BY-LAWS**

The By-laws of the Hedges Homeowners Association, Inc. are hereby amended as follows:

Section 4.3 will now read as follows:

- 4.3 **Election and Term** - At the first annual meeting following the adoption of the amendment to By-laws whereby the procedure for the election and term of Directors has been restated, one (1) Director shall be elected for a term of one (1) year, two (2) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of three (3) years. At each annual meeting of the Members thereafter, Directors shall be elected for a term of three (3) years by a plurality of votes cast, to hold office until the expiration of the term for which they are elected, and until their successor(s) have been elected and qualified. In all elections of Directors, each Member may cast, in respect to each vacancy, as many votes as entitled to exercise under the provisions of the Declaration. The person(s) receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.5 will now read as follows:

- 4.5 **Vacancies** - Any vacancy in the Board of Directors occurring during the term of a Director may be filled by the Directors then serving, although less than a quorum, by affirmative vote of the majority thereof. Any Director so elected by the Board of Directors shall hold office until the next succeeding annual meeting of the Members of the Association, or until the election of his or her successor. At the time of the election of the successor by

the Members, the term of said Director shall be of such a length as shall coincide with the expiration of the term of the Director for which the vacancy has been filled.

### **AMENDMENT TO DECLARATION**

The Declaration of the Hedges Homeowners Association, Inc. shall be amended as follows:

The first paragraph of Article X, "INSURANCE," Section 10.1 Physical Damage Insurance, will now read as follows:

#### **ARTICLE X** **INSURANCE**

10.1 Physical Damage Insurance - The Sponsor, for each Lot owned within the Property, hereby irrevocably nominates, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to nominate irrevocably, the Association as Trustee with authority to obtain and maintain, to the extent available, insurance on all Association buildings and all other insurable improvements upon the land, coverage shall be for the full replacement value (without deduction for depreciation) of all improvements on the Property under the "all in" concept, including fixtures, improvements and alterations made or installed by the builder and any subsequent Lot Owners, and including, but not limited to, the wall-to-wall carpeting, lighting fixtures, bathroom fixtures and appliances (such as those used for refrigerating, ventilating, cooking, dish washing, laundering, security or housekeeping), wall coverings, and all machinery and personal property servicing the Dwelling Units and Common Area as may be held and administered by the Board of Directors for the benefit of the Lot Owners, but excluding personal property of Lot Owners other than appliances as described above, covering the interest of the Association, the Board of Directors and all Lot Owners and their mortgagees as their interests may appear. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the State of New York. Such policies of physical damage insurance shall be written in the name of the Association, as Trustee for each Lot Owner, and shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by any Lot Owner, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including any mortgagee of any Lot. For the purpose of clarifying which improvements may be repaired and/or replaced with any insurance proceeds in accordance with the terms of this Article, notwithstanding anything hereinafter set forth to the contrary, "exterior portion" shall include not only those items defined in Section 6.2 (iii) hereof but shall also include, as under the "all in" concept, all fixtures, improvements and alterations made or installed by the builder and any subsequent Lot Owners, and including, but not limited to, the wall-to-wall carpeting, lighting fixtures, bathroom fixtures and appliances (such as those used for refrigerating, ventilating, cooking, dish washing, laundering, security or housekeeping), wall coverings, and all machinery and personal property

servicing the Dwelling Units and Common Area as may be held and administered by the Board of Directors for the benefit of the Lot Owners, but excluding personal property of Lot Owners other than appliances as described above.

The remainder of Section 10.1, 10.2, and 10.3 and 10.4 will remain the same.

Article VI, "COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS," Section 6.2, "Purpose of Assessments." shall be amended by omitting the reference in subsection (iii) to "exterior doors." The effect of this amendment shall be to remove exterior doors from the list of exclusions, thereby intending to include exterior doors of the Dwelling Units as an item which will be maintained by the Association.