

EXHIBIT A

Declaration  
of  
Covenants, Conditions and Restrictions  
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DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made the            day of            , 1984,  
by Tara Development Company, Inc. hereinafter called "Declarant".

WHEREAS , Declarant is the owner of certain real property  
in the Town of Greece, County of Monroe and State of New York,  
more particularly described in Schedule A attached hereto and  
made a part hereof, said land in its entirety being hereinafter  
referred to as the "Properties"; and

WHEREAS, Declarant has subdivided the Properties and  
desires to subject the same to those certain covenants, agreements,  
easements, restrictions, charges and liens (hereinafter referred  
to collectively as "Restrictions") as hereinafter set forth;  
and

WHEREAS, RIDGE MEADOWS HOMEOWNERS' ASSOCIATION, INC.,  
is a New York Not-for-Profit Corporation formed for the purpose  
described in its Certificate of Incorporation;

NOW, THEREFORE, Declarant hereby declares that all  
of the Properties, together with any and all improvements thereon  
and appurtenances thereunto, shall be held, sold and conveyed  
subject to the following covenants, easements, restrictions  
and conditions which are for the purpose of protecting the value  
and desirability of, and which shall run with, burden and bind  
the Properties for and during the period of time specified hereafter  
and all parties having any right, title or interest in the Properties  
or any part thereof, their heirs, executors, administrators,

successors, and assigns forever, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to RIDGE MEADOWS HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 3. "Restricted Common Area" shall mean and refer to that part of the Common Area which is set aside for the exclusive use of a particular owner.

Section 4. "Declarant" shall mean and refer to TARA DEVELOPMENT COMPANY, INC. and its successors and assigns if such successors or assigns shall acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the Properties, with the exception of the Common Area.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. "Unit" shall mean and refer to the structure built on any given Lot.

## ARTICLE II

### PROPERTY RIGHTS

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

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

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

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

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

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

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

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

## ARTICLE III

### EASEMENTS

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

Section 2. Easements for Encroachments. Each Lot, and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, settling and overhangs for all buildings constructed by Declarant. A valid easement for said encroachments, and for the maintenance of same, shall and does exist so long as such encroachments stand. In the event that any structure containing two or more living units is partially or totally destroyed and then rebuilt, or is in need of repair, the Owners of the living units so affected agree that minor encroachments of parts of the adjacent living units on adjoining Lots or on the Common Area due to such construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 3. Other Easements. There is hereby created a blanket easement upon, across, over and under all of the Properties, for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master cable television antenna system. By virtue of this easement

it is expressly permissible to erect and maintain the necessary transformers or other equipment on the Properties, and to affix and maintain electrical or telephone wires and conduits, sewer and water lines on or below any residence or land owned by any Owner. An easement is hereby granted to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over all of the Common Area and over all of the Lots, and to enter any residence to perform the duties of maintenance and repair of the residences or Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to any other residence. An easement is hereby reserved to Declarant to enter the Common Area and any Lot during the period of construction and sale of the Properties, or any additions to the Properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs and model units, provided that this does not unreasonably obstruct access by members of the Association.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subjected by this Declaration to assessment by the Association shall be a member of the Association. Membership shall be appur-

tenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A members shall be all Owners with the exception of Declarant. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Prior to \_\_\_\_\_, 19\_\_, or such time as title to all 165 Lots has been conveyed by Declarant, whichever first occurs, Class A members shall not be entitled to vote for members of the Board of Directors.

Class B members shall be the Declarant or its successors or assigns, and shall be entitled to one vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on \_\_\_\_\_, 19\_\_, or at such time as title to all 165 Lots has been conveyed by Declarant, whichever first occurs.

## ARTICLE V

### COVENANT FOR ANNUAL OR SPECIAL ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants to pay to the Association, 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 covenant 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 Declarant to pay any assessment or any other obligation of any Owner other than Declarant. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees 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 attorneys' fees, shall 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 assessment shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively (i) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Area owned by the Association, exclusively for the benefit of its members, their guests, tenants and invitees; and (ii) ~~to maintain, repair, reconstruct, replace and preserve, on a non-profit basis, the Lots, and the improvements constructed thereon, for the purpose of preserving the exterior appearance and configuration of said Lots and Units,~~ including, but not limited to, foundations, all exterior (outside) walls,

ncluding window casements (excluding, nevertheless, all glass replacements or breakage and window screens and excluding window cleaning), exterior chimney and exterior doors (excluding, nevertheless, storm and screen doors), roof and roof members, facia and exterior trim, gutters and down spouts, driveways, walks and parking areas, trees, shrubs and grasses, and other exterior improvements (excluding patio areas). The maintenance and cleaning of window glass and screens, storm and screen doors, and patio areas shall be the responsibility of Owners, provided, however, that if an Owner shall fail to maintain and clean satisfactorily after fifteen (15) days notice from the Association, the Association may perform such maintenance and cleaning and charge the Owner for the expense thereof. Except for the structural portion of the exterior walls and roof members, 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 Unit or any fixtures or mechanical system (including but not limited to heating, including chimney, lighting, plumbing, air-conditioning) for any Owner. The above obligation shall not include any maintenance, repairs or replacements caused by fire or other casualty to a Unit, except as provided under Article VII, Section 3 and Article XI.

Section 3. Date of Commencement of Annual Assessments and Due Dates. The assessments provided for herein shall be fixed from time to time, but at least annually, and shall commence as to all Lots on the first day of the month following the recording

of this Declaration, and shall be prorated on the basis of the Estimated Budget for the first year, published in the Offering Plan, according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of subsequent assessments from time to time, but at least annually, for each Lot at least thirty (30) days in advance of annual assessment period. Written notice of the 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. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer, or the Managing Agent, if any, of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments, the Association may levy, in any 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 upon the Common Area, and the Lots, or any of them, 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 this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article V 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.

Section 6. Uniform Equal Rate of Assessment. Both annual and special assessments must be fixed at a uniform equal rate for all Lots and may be collected on a monthly or quarterly basis.

Section 7. 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 thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum prevailing legal 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 interest, costs and reasonable attorneys' 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, hereby 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 aforesaid 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 hereby expressly grants 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 foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right 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.

Section 8. 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 Declarant. 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, or by deed in lieu of foreclosure, given as above provided, shall extinguish the lien of such assessments as to payments which became due prior to the foreclosure sale and transfer. No foreclosure sale or transfer shall relieve such Lot owner from liability for any assessments thereafter becoming due or relieve the Lot from the lien thereof.

Section 9. Reserves and Surplus. The Association's Board may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary to be 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.

Section 10. Contractual Authority. The Association shall be entitled to contract with any corporation, firm or other entity in the performance of various duties imposed on the Association hereunder and the performance of any such entity shall be deemed the performance of the Association hereunder.


Section 11. In spite of any provision to the contrary in this Article V, the Declarant shall not be liable for the payment of common charges for any unsold Lots owned by it, unless and until said Lots are improved by completed units. For purposes of this section a completed unit shall be a unit for which a certificate of occupancy has been issued by the Town of Greece. The Declarant shall, however, contribute to the Association that amount equal to the difference between the cost of operating the Association and the assessments collected from Owners as set forth in the Estimated Budget. Similarly, the Declarant shall not be obligated to make any capital contribution except for the units which have been completed and are retained by Declarant.

#### ARTICLE VI

#### EXTERIOR MAINTENANCE

see pg. A-9

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: lawn mowing, maintenance of trees and shrubs, paint, repair, replace and care of roofs, gutters, downspouts and exterior building surfaces. Such exterior maintenance shall not include glass surfaces or doors, screens or screen doors, nor shall it include the maintenance or snow shoveling of individual sidewalks. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees,



the cost of such maintenance and repairs shall be added to and become part of the assessment to which such Lot is subject. The above obligation does not include any maintenance or repairs caused by fire or other casualty to the premises owned individually by members of the Association.

## ARTICLE VII

### PARTY WALLS

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

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall he shall contribute to the cost of restoration thereof in proportion to such use without

prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

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

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

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

## ARTICLE VIII

### USE OF PROPERTY

The use of the Properties shall be restricted to and in accordance with the following provisions:

A. Type of Dwellings: No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling and a garage.

B. Use of Common Elements. The Common Area shall be used for the furnishing of benefits and activities for which the same are reasonably intended, for the enjoyment of the Units.

C. Occupancy. No Unit shall be occupied by any persons taking possession in violation of the provisions of Article IX below.

D. Nuisances. No nuisances shall be allowed upon the Properties nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Properties by their residents.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of the Owners and the Board of Directors of the Association for complying with the requirements of governmental bodies which require maintenance, modification or repair of the Properties shall be the same as hereinabove provided for the maintenance and repair of that portion of the Properties subject to such requirement.

F. Interpretation. In interpreting deeds, mortgages, and plans, the original existing physical boundaries of a Unit,

(or in the event the Unit is reconstructed in substantial accordance with the original plan, its existing physical boundaries as reconstructed), shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plans, regardless of minor variance between boundaries shown on the plans or in the deed and those of the building.

G. Regulations. Regulations concerning use of the Properties may be promulgated by the Board of Directors as hereinabove set forth; provided, however, that copies of such regulations are furnished to each Owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Board of Directors, are annexed to and made a part of the Bylaws. Such regulations shall not impair or limit the rights of mortgagees as elsewhere recited.

H. Application To The Declarant. these restrictions shall not apply to the business activities of the Declarant or its successors during construction or any additions thereto, so long as there are no undue delays.

## ARTICLE IX

### CONVEYANCE

The sale, voluntary transfer, conveyance, lease or mortgage of Lots shall be subject to the following provisions:

A. Sale, Transfer, Conveyance or Lease. ~~No Owner~~ may dispose of a Lot or any interest therein by sale, voluntary transfer, conveyance or lease without first giving to the Board

of Directors of the Association an opportunity to purchase or lease such Lot at the same price or rental and on the same terms as were offered by the proposed purchaser or lessee. The Board of Directors shall have the right to purchase or lease on behalf of remaining Owners or may present a substitute purchaser or lessee as provided below.

1. Notice to Board of Directors. An Owner intending to sell, transfer, convey or lease his Lot or any interest therein shall give notice to the Board of Directors of such intention, with the name and address of the intended purchaser, transferee or lessee, his residence address, three (3) business and social references, the terms of the said sale or lease, and such other information as the Board of Directors reasonably may require. The giving of such notice shall constitute a warranty and representation by the Owner to the Board of Directors and to any purchaser, transferee or lessee produced by the Board of Directors as hereinafter provided, that the Owner believes the proposal to be bona fide in all respects.

2. Option of Board of Directors. Within thirty (30) days after receipt of such notice, the Board of Directors shall give notice to the Owner desiring to sell or lease either waiving the Association's right of first refusal in its own behalf and for any substitute purchaser or lessee, or furnishing a purchaser or lessee or presenting an offer on behalf of the remaining members of the Association, on terms as favorable to the seller or lessor as the terms stated in the notice. In the event substitute

purchasers or lessees or the remaining Owners make an offer, the offeror may not have less than thirty (30) days subsequent to the date of acceptance by the seller or lessor within which to close the transaction or execute the lease. The Owner giving notice under Article IX.A.1. shall be bound to consummate the transaction with such substitute purchaser or lessee as may be furnished by the Board on behalf of the remaining Owners.

3. Failure to Act. In the event the Board of Directors waives the Association's right of first refusal, its waiver shall be delivered to the purchaser or lessee. The failure of the Board of Directors to act within thirty (30) days after its receipt of notice under Article IX.A.1. shall be deemed to constitute waiver of the right of first refusal following which the Board of Directors nevertheless shall prepare and deliver written waiver in recordable form, as aforesaid.

B. Unauthorized Transactions. Any sale, transfer, conveyance, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently the Board of Directors waives its right of first refusal.

## ARTICLE X

### ARCHITECTURAL CONTROL

No building, fence, wall, mail box or other structure, shall be commenced, erected, or maintained upon the Properties,

nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE XI

#### INSURANCE AND CASUALTY DAMAGES

The Board of Directors shall obtain and maintain, to the extent obtainable, insurance coverage insuring the structures and all other insurable improvements upon the Properties, including all Association property and all individual Units, and improvements and betterments, and all personal property as may be owned by the Association, in an amount equal to the maximum insurable replacement value thereof as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location

and use as the Units and Association structures, including but not limited to, vandalism, malicious mischief, windstorm and additional perils.

Insurance covering public liability and property damage shall be provided in such amounts and in such forms as shall be required by the Board of Directors, but in no event less than \$500,000.00 for bodily injury to one person per occurrence; \$1,000,000.00 for aggregate bodily injury to all persons per one occurrence and \$250,000.00 property damage per occurrence; including, but not limited to, hired automobile, non-owned automobile and off-premises employee coverage (if there are any employees).

In the event workers compensation insurance is required by law for the Association, a workers compensation policy meeting those requirements shall be procured.

All liability insurance will contain cross-liability endorsements to cover liabilities of the Owners as a group to any Owner.

With the exception of the insurance furnished by the Sponsor during construction, all insurance policies upon the Properties (with the exception of the policies purchased by Owners themselves as outlined in the following paragraph) shall be purchased by the Board of Directors for the benefit of the Owners and their respective mortgagees, as their interest may appear, subject, however, to the loss payment provisions in favor of the Association hereinafter set forth. The policies shall provide for the issuance of certificates of insurance

with mortgagee endorsements to the holders of first mortgages on the Units or any of them, and shall provide that the insurer waives its right of subrogation as to any claims against Owners, the Board of Directors and their respective employees, agents and guests. Such policy will also contain waivers of invalidity on account of acts of the insured, and ten days notice prior to any cancellation of any such policy. Each Owner delegates to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Board of Directors of the Association subject to the rights of mortgagees of the Owners. All net proceeds under the policies shall be payable to the Association as Trustee.

Each Owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability, and additional insurance required by law, if any, but all such insurance shall contain the same waiver of subrogation as that to which reference is made above, and may be obtained from the insurance company from which the Board of Directors obtains coverage against the same risk, liability or peril, if the Board of Directors has such coverage. To the extent that an Owner obtains coverage for any risk related to his Unit from an insurer other than the Association's insurer, he shall provide current certificates of coverage and deliver them to the Board of Directors.

Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Association and charged as common expenses.

The Board of Directors will arrange for repair of the Units in the event of casualty loss, unless at a meeting of the Board of Directors the Association Declaration is terminated. In the event the insurance proceeds are not sufficient to defray the cost of reconstruction and repair to the Units, the balance of the cost of such reconstruction and repair or the estimate thereof will be assessed against all Owners. In the event of a casualty loss, the Owner will continue to pay the common charges on his Unit.

The Association may secure such other forms of insurance coverage as its Board of Directors may from time to time direct to be paid as a common expense.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any property subject to this Declaration, their respective heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten

(10) years each, unless an instrument signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. This Declaration may be amended during the first thirty (30) year period by an instrument, signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded in the Monroe County Clerk's Office to be effective.

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

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this            day of            , 1984.

TARA DEVELOPMENT COMPANY, INC.

By: \_\_\_\_\_  
Philip R. Wegman, President

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

On this            day of            , 1984, before me personally came PHILIP R. WEGMAN, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Hilton; that he is the President of Tara Development Company, Inc., the corporation described herein, and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed hereto is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A-2  
SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION is made the \_\_\_\_ day of April, 1986 by TARA DEVELOPMENT COMPANY, INC., hereinafter called "Declarant", a New York corporation having its office at 550 Latona Road, Rochester, New York.

WHEREAS, Declarant is the Sponsor of Ridge Meadows Homeowners' Association, Inc., as established by a Declaration of Covenants, Conditions and Restrictions dated March 26, 1985 and recorded in the Monroe County Clerk's Office on March 29, 1985 at Liber 6683 of deeds, page 217, and thereafter amended by a Supplemental Declaration dated September 5, 1985 and recorded in the Monroe County Clerk's Office on September 5, 1985 at Liber 6769 of deeds, page 136, hereinafter together referred to as the "Declaration"; and

WHEREAS, the Declaration declared that certain real property described therein was subject to certain covenants, agreements, easements, restrictions, charges and liens (referred to collectively as "Restrictions"); and

WHEREAS, Declarant is the owner of certain real property in the Town of Greece, County of Monroe and State of New York, more particularly described in Schedule A attached hereto and made a part hereof, said land in its entirety being hereinafter referred to as the "Properties"; and

WHEREAS, Declarant has subdivided the Properties and

desires to subject the same to those set forth in the Declaration;  
and

WHEREAS, RIDGE MEADOWS HOMEOWNERS' ASSOCIATION, INC.  
is a New York Not-For-Profit Corporation formed for the purpose  
described in its Certificate of Incorporation;

NOW, THEREFORE:

1. Declarant hereby declares that all of the Proper-  
ties, together with any and all improvements thereon and appur-  
tenances thereunto, shall be held, sold and conveyed subject to  
the Restrictions set forth in the Declaration. The Restrictions  
are for the purpose of protecting the value and desirability of,  
and shall run with, burden and bind the Properties for and during  
the period of time specified in the Declaration, and all parties  
having any right, title or interest in the Properties or any part  
thereof, their heirs, executors, administrators, successors, and  
assigns forever, and shall inure to the benefit of each owner  
thereof.

IN WITNESS WHEREOF, the undersigned, being the Dec-  
larant herein, has hereunto set its hand and seal this 10 day  
of April, 1986.

TARA DEVELOPMENT COMPANY, INC.

By: 

STATE OF NEW YORK)  
COUNTY OF MONROE ) ss:  
CITY OF ROCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1986, before me per-  
sonally came PHILIP R. WEGMAN, to me personally known, who, being  
by me duly sworn, did depose and say that he resides in the Town

EXHIBIT C  
BYLAWS  
OF  
RIDGE MEADOWS HOMEOWNERS' ASSOCIATION

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BYLAWS OF  
RIDGE MEADOWS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I - IDENTITY

These are the Bylaws of Ridge Meadows Homeowners' Association, Inc.

These Bylaws provide the method by which Ridge Meadows Homeowners' Association, Inc., a homeowners' association in the Town of Greece, Monroe County, New York, organized under the Not-For-Profit Corporation Law, shall be governed.

The office of the Association shall be at the residence of the then current President of the Association or at the office of Tara Development Company, Inc. (herein the "Declarant") at 550 Latona Road, Rochester, New York, 14626.

The fiscal year of the Association shall be the calendar year.

ARTICLE II - DEFINITIONS

A. "Association" shall mean and refer to Ridge Meadows Homeowners' Association, Inc., its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of the Association.

C. "Common Area" shall mean all real property owned by the Association with a common use and enjoyment of the Owners.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

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

F. "Declarant" shall mean and refer to Tara Development Company, Inc., its successors and assigns.

G. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties and recorded in the Office of the Clerk of the County of Monroe.

H. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

I. "Unit" shall mean and refer to the structure built on any Lot.

### ARTICLE III - BOARD OF DIRECTORS

A. Membership and Initial Selection. The Association shall be governed by a Board of Directors consisting of three (3) persons. These directors need not be members of the Association. The initial Board of Directors shall be designated by Declarant who is authorized to choose the directors until all one hundred sixty-five (165) Lots have been sold or until seven

(7) years after the transfer of the first Lot whichever first occurs.

B. Term and Election. At such time as the members become empowered to elect the Board of Directors they shall elect three (3) directors, the person receiving the highest number of votes serving three (3) years, the person receiving the next highest number of votes serving two (2) years, and the person receiving the next highest number of votes serving one (1) year. Thereafter at each annual meeting the Members shall elect one (1) director to serve for three (3) years.

C. Removal. Except for directors designated by Declarant under Article III.A., above, any director may be removed from the Board with or without cause by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

D. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

E. Action Taken Without a Meeting. The directors shall have the right, by obtaining the written approval of all the directors; to take any action in the absence of a meeting which they could take at a meeting. Any actions so approved

shall have the same effect as though taken at a meeting of the directors.

F. Powers and Duties. The Board of Directors shall exercise all the powers and duties permitted the governing body of the Association, including those existing under the Not-For-Profit Corporation Law of New York State. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, and shall include but shall not be limited to the following powers and duties:

1. To make and collect assessments, including special assessments, against members to defray the costs of the Association.

2. to use the proceeds of assessments in the exercise of its powers and duties.

3. To assure the maintenance, repair, replacement and operation of all Association property for the common use and enjoyment of the unit owners.

4. To assure the reconstruction of improvements after casualty and the further improvement of the Association's property.

5. To make and amend regulations respecting the use of the Common Areas, Lots and Units. (The initial Rules and Regulations are attached hereto as Schedule A).

6. To exercise on behalf of the remaining Members or others the right of first refusal to purchase or lease units, in the manner provided by the Declaration.

7. To enforce by legal means the provisions of the Declaration, Bylaws and Regulations for the use of the Properties.

8. To purchase insurance for the protection of Members and the Common Areas of the Association against casualty and liability as provided in the Declaration.

9. To pay the cost of all snow plowing, electric, water, sewer, and other utility services rendered to the Association and not billed to Members.

10. To employ personnel for reasonable compensation to perform, or to retain and/or contract for, the services required for proper administration of the purposes of the Association.

11. To contract for management of the Association and to delegate to such contractor the powers and duties of the Board of Directors except such as are specifically required by the Association's certificate of Incorporation or Bylaws to have approval of the Board of Directors.

12. To receive, consider, and act upon any application which pertains to the alteration of a Unit in accordance with Article X of the Declaration.

13. To suspend the right of a Member to use Common Areas during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after a notice and hearing for a period not to exceed sixty (60) days for infraction of published Rules and regulations.

14. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

G. Method of Calling Meetings.

1. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegram at least three (3) days prior to the day named for the meeting unless such notice is waived. The first regular meeting held in each calendar year shall be the annual meeting of the Board.

2. Special meeting of the Board of directors may be called by the President and must be called by the Secretary at the written request of any one director. No less than three (3) days notice of the meeting shall be given personally, or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the meeting.

3. Any director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. Quorum. A quorum at a Board of Directors meeting shall consist of a director or directors present in person holding at least a simple majority of the eligible votes. The acts of the Board approved by a majority of the directors present

in person or by proxy at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration. If at any meeting of the Board of Directors there be fewer than a quorum present, the directors present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

I. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the members of the Board of Directors consent to such action in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors.

J. Officers. The officers of the Association shall be a President, Secretary, and Treasurer. They shall be elected at the annual meeting by the Board of Directors from among the members of the Board and shall hold office for a term of one (1) year or until the next annual meeting. Officers may be preemptorily removed and replaced by vote of the directors at any meeting. Any person may hold two (2) offices except that the President shall not be the Secretary. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

1. The President shall be the chief executive officer of the Association and shall preside over the meetings of the Board of Directors and of the Members. He shall have all the powers and duties which are usually vested in the office of the president, including but not limited to the power to appoint committees from among the directors, Members and residents of the Units from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

2. The Secretary shall keep the minutes of all proceedings of the Board of Directors and of Members. He shall attend to the giving and serving of all notices to the directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to an instrument requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary, and as may be required by the directors or the President. In the absence or disability of the President, he shall exercise the powers and perform the duties of the President.

3. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of accounts of the Association in accordance with good accounting practices; and he shall perform all other customary duties of the office of treasurer.

4. The compensation, if any, of all officers and employees of the Association shall be fixed by the Board of Directors; however, a member of the Board of Directors shall not be entitled to compensation for his services as such, but he may be reimbursed for any out-of-pocket expenses incurred in behalf of the Association. This provision shall not preclude the Board of Directors from employing a director as an officer or employee of the Association or preclude the contracting with a director for the management of the Association other than his capacity as a member of the Board of Directors.

#### ARTICLE IV - FISCAL MANAGEMENT

The provisions for fiscal management of the Association as set forth in the Declaration shall be supplemented by the provisions which follow.

A. Assessment Roll. The assessment roll shall be maintained in a set of books of account in which there shall be an account for each Lot. Such an account shall designate the name and address of the Owner or Owners, the amount of each assessment against the Owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

B. Budget. The Board of Directors shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the

continued operation of the Association in the manner provided for in the Declaration.

C. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

D. Audit. An audit of the accounts of the Association, including a summarization of receipts and expenditures, shall be made annually at the end of each fiscal year by a certified public accountant selected by the Board of Directors, and a copy of the report, including the summarization of receipts and expenditures for the year, shall be furnished to each Member.

E. Fidelity Bonds. Fidelity bonds may be required by the Board of Directors, in such amounts and with such terms as the Board may deem necessary or appropriate, for all officers and employees of the Association and from any contractor handling or responsible for Association funds. The premium on such bonds shall be a common expense and be paid by the Board of Directors.

#### ARTICLE V - MEETINGS AND POWERS OF MEMBERS

A. Meetings. Meetings of the Members shall be held from time to time when called by the Board of Directors, or by the President, or by any two (2) Members. All meetings shall be held at the principal office of the Association or at such

other place in the Town of Greece, Monroe County, New York, as may be fixed by the President and at a time fixed by the President.

B. Notice of Meeting. The Secretary shall give not less than seven (7) days' notice of any meeting of Members personally, or by mail or telegram, which notice shall state the time, place, and purpose of the meeting. Any Member may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

C. Quorum. A quorum at Members' meetings shall consist of a simple majority of the eligible Members present by proxy or in person. The acts of the Members must be approved by vote of a simple majority of the eligible Members except as specifically otherwise provided in these Bylaws, the Declaration, or the Not-For-Profit Corporation Law.

#### ARTICLE VI - ARCHITECTURAL CONTROL

No building, fence, wall, mail box, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration be made to the units until the plans and specifications showing nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove

such design and location within thirty (30) days after said plans and specification shave been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII - LIABILITY OF BOARD OF DIRECTORS

In order to limit the liability of the Owners, any contract, agreement, or commitment made by the Board of Directors shall state that it is made by the Board of Directors as agent for the Owners as a group only and that no member of the Board of Directors nor individual Owner shall be liable for such contract, agreement, or commitment, except that every Owner shall be liable to the extent that his proportionate interest in the common areas bears to the total liability under such commitment. the Board of Directors shall have no liability to the Owners in the management of the Association except for willful misconduct or bad faith and the Owners shall severally indemnify all members of the Board of Directors in accordance with their duties as such members except for acts of willful misconduct or acts made in bad faith. Such several liability of each Owner shall, however, be limited to the extent that his proportionate interest in the Common Area bears to the total liability of the members of the Board of Directors.

*after 30 years*

ARTICLE VIII - AMENDMENTS

A. These Bylaws may be amended at a regular or special meeting of the Members by a vote of two-thirds (2/3) at a quorum of Members present in person or by proxy.

B. In the case of any conflict between the Certificate of Incorporation and these Bylaws, the Certificate of Incorporation shall control and in the case of any conflict between the Declaration and these Bylaws the Declaration shall control.

\_\_\_\_\_  
Secretary

SCHEDULE A

RULES AND REGULATIONS

In addition to the other provisions of these Bylaws, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Units and conduct of all residents thereof.

1. The sidewalks, entrances, and driveways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

2. No sign, advertisement, notice, or other lettering including political endorsements or signs shall be exhibited, inscribed, painted, or affixed by any Owner on any part of the outside or windows of the unit or buildings without prior written consent of the Board of Directors.

3. No awnings or other projections shall be attached to the outside walls of the buildings without prior written consent of the Board of Directors.

4. No baby carriages, velocipedes, or bicycles shall be allowed to stand on the sidewalks, entrances, driveways, or other Common Areas or on parts of the Lots outside the buildings and patio areas. No automobiles or trucks shall be parked on the driveways except in marked parking spaces or temporarily when making deliveries to Units immediately adjacent thereto.

5. No Owner shall allow anything whatever to fall from the windows or doors of the premises, nor sweep or throw

from the premises any dirt or other substances into any of the Common Areas or upon the grounds.

6. No garbage cans, equipment or supplies of any kind including firewood, milk bottles, or other articles shall be placed on the Common Areas or on parts of the Lots outside the buildings and patio areas, nor shall anything be hung or placed in such manner that it is visible. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any windows or doors.

7. No Owner shall make or permit any disturbing noises in the Unit by himself, his family, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts, or conveniences of other Owners. No Owner shall play upon, or permit to be played upon, any musical instrument or operate or permit to be operated a tape recorder, phonograph, hi-fi set, stereo, FM set, radio, or other type of equipment for producing sound in the Unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the buildings. No Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time if the same shall disturb or annoy other occupants of the buildings. No garage sales may be held. Owners shall not use or permit the use of the premises in any manner which

would be disturbing or a nuisance to other Owners, or in such a way as to be injurious to the reputation of the Association.

8. No installation of a radio or television antenna or other antenna shall be made without the written consent of the Board of Directors. Any antenna erected on the roof or exterior walls of the building without consent of the Board of Directors, in writing, is liable to removal without notice.

9. No Owner shall keep or maintain any animals or birds except a single animal or bird commonly known as a household pet, unless prior written consent is obtained from the Board of Directors.

10. No Owner shall allow any pet to run free on the Common Areas or outside of that Owner's Lot. Pets shall be on leash and accompanied by an adult. Owners shall be responsible for picking up after pets.

11. No garbage, trash, or cuttings shall be placed, stored or collected in any area other than that designated for such purpose and no such materials shall be allowed to accumulate.

12. No change of exterior line, color or grade without written permission of the Board of Directors is permitted.

13. No boats, trailers, housecars, motorcycles, bicycles, or motor vehicles of any kind shall be parked on the premises except in the Unit garages, except that automobiles of visitors may be parked in the areas so designated.

14. All Units shall be used for single family residence purposes only.

15. Garage doors shall be kept closed unless entry or exit is being made from the garage.

16. No change in landscaping is permitted without the written permission of the Board of Directors.

17. No change in the style, size, color, lettering, or location of any mailbox or mail receptacle is permitted without the written permission of the Board of Directors.

18. All clotheslines, clothes poles and/or drying yards shall be located so as to not be visible from the street serving the Unit. The exact location of any such clotheslines, clothes poles, and/or drying yards shall be determined by the Board of Directors.

19. Except in the individual patio areas adjacent to a Unit, no permanent planting or gardening shall be done, and such planting as is done within the said restricted Common Areas shall be kept trimmed so as not to encroach on neighboring property.

20. No pens, fences, chains, hedges or walls shall be erected or maintained upon the Properties except those erected at the time of the original construction of the buildings located thereon.