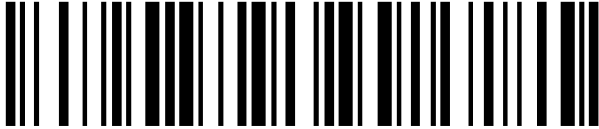




MONROE COUNTY – STATE OF NEW YORK  
JAMIE ROMEO, COUNTY CLERK  
39 W. MAIN ST, ROOM 101  
ROCHESTER, NEW YORK 14614

COUNTY CLERK'S RECORDING PAGE  
\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



BOOK/PAGE: 13136 / 168  
INSTRUMENT #: 202503344325

Receipt#: 4390281  
Clerk: ED  
Rec Date: 10/15/2025 11:19:03 AM  
Doc Grp: D  
Descrip: DECLARATION OF RESTRICTION AND  
COVENANTS  
Num Pgs: 41  
Rec'd Frm: PHILLIPS LYTTLE LLP

Party1: EDGEWOOD ESTATES HOMOEWNNERS  
ASSOCIATION INC.  
Party2: EDGEWOOD ESTATES HOMOEWNNERS  
ASSOCIATION INC.  
Town: HENRIETTA - 263200

Recording:

Cover Page	5.00
Recording Fee	220.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 250.00

Transfer Tax  
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 250.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: 4050  
Transfer Tax  
Consideration: 1.00

Total: 0.00

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

State of New York

MONROE COUNTY CLERK'S OFFICE  
WARNING – THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE

JAMIE ROMEO

MONROE COUNTY CLERK

---

**AMENDED AND RESTATED  
DECLARATION  
OF  
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,  
CHARGES AND LIENS - EDGEWOOD ESTATES  
(EDGEWOOD ESTATES DECLARATION)**

**DATED: October 3, 2025**

---

**RONALD S. SHUBERT, ESQ.  
PHILLIPS LYTTLE LLP  
100 S Clinton Avenue #2900  
Rochester, New York 14604  
716-847-5491**

---

**NOTE: THIS DOCUMENT STAYS WITH THE HOME.**

**Edgewood Avenue  
Henrietta, NY 14450**

**SBL # 163.05-3-67**

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS -  
EDGEWOOD ESTATES (EDGEWOOD ESTATES DECLARATION)**

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE I    DEFINITIONS.....	2
Section 1.01    Definitions.....	2
Section 1.02    Assessments .....	2
Section 1.03    Association.....	2
Section 1.04    Association Property .....	2
Section 1.05    Board of Directors or Board .....	2
Section 1.06    By-Laws .....	2
Section 1.07    Certificate of Incorporation.....	2
Section 1.08    Declaration.....	2
Section 1.09    Deliver or Delivered .....	2
Section 1.10    Director or Directors.....	2
Section 1.11    Institutional First Mortgage Holder.....	2
Section 1.12    Lot .....	3
Section 1.13    Member .....	3
Section 1.14    Owner .....	3
Section 1.15    Property .....	3
Section 1.16    Unit .....	3
Section 1.17    Vote or Voting.....	3
Section 1.18    Writing or Written.....	3
Section 1.19    Written Notice.....	3
ARTICLE II    PROPERTY SUBJECT TO THIS DECLARATION.....	3
Section 2.01    Property.....	3
ARTICLE III    THE ASSOCIATION STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS.....	3
Section 3.01    Formation of the Association.....	3
Section 3.02    Membership .....	4
Section 3.03    Voting; Mortgagee's Control of Votes.....	4
Section 3.04    Assigning Right to Vote .....	4
Section 3.05    Selection, Powers and Duties of Directors .....	4
Section 3.06    Indemnification of Officers and Directors.....	4
Section 3.07    Records of Meetings; Regulations .....	5
Section 3.08    Liability of Board of Directors.....	5
ARTICLE IV    PROPERTY RIGHTS AND EASEMENTS .....	5
Section 4.01    Common Utilities .....	5
Section 4.02    Rights and Easements of Owners.....	5
Section 4.03    Rights of Association.....	5
Section 4.04    Easements of Association .....	6

Section 4.05	Damage Resulting from Use of Easement.....	7
Section 4.06	Hearing Procedures .....	7
ARTICLE V	ASSESSMENTS AND RIGHT OF ASSOCIATION TO BORROW .....	7
Section 5.01	Imposition, Personal Obligation, Lien.....	7
Section 5.02	Purpose of Assessment .....	8
Section 5.03	Basis for Maintenance Assessment .....	8
Section 5.04	Special Assessments .....	8
Section 5.05	Notice of Assessments .....	9
Section 5.06	Assessments for Specific Units.....	9
Section 5.07	Non-Payment of Assessment .....	9
Section 5.08	Notice of Default.....	10
Section 5.09	Right to Maintain Surplus.....	10
Section 5.10	Assessment Certificates .....	10
Section 5.11	Subordination of Assessment Lien to Mortgages .....	10
Section 5.12	Adjustment of Assessments on Transfer .....	11
Section 5.13	Right to Borrow and Mortgage .....	11
Section 5.14	Repayment of Monies Borrowed .....	11
ARTICLE VI	MAINTENANCE .....	12
Section 6.01	Maintenance and Repair by Association or Unit Owners .....	12
Section 6.02	Maintenance Occasioned by a Negligent or Willful Act or Omission.....	12
Section 6.03	Quality and Frequency of Maintenance and Repairs .....	12
Section 6.04	Access for Repairs.....	13
ARTICLE VII	ARCHITECTURAL CONTROLS .....	13
Section 7.01	Control by Association .....	13
Section 7.02	Submission of a Request for a Variance to Architectural Committee or Landscaping Committee .....	13
Section 7.03	Basis for Disapproval of a Variance Request by the Board of Directors..	13
Section 7.04	Approval of the Board of Directors.....	14
Section 7.05	Written Notification of Disapproval.....	14
Section 7.06	Failure of the Board of Directors to Act.....	14
Section 7.07	Architectural and Landscaping Committee's Right to Make Rules and Regulations .....	15
Section 7.08	Architectural Certificate .....	15
Section 7.09	Restrictions on Change of Architectural Controls, Rules, or Regulations .....	15
Section 7.10	Liability of the Board of Directors.....	15
ARTICLE VIII	PARTY WALLS.....	16
Section 8.01	Party Walls.....	16
Section 8.02	Maintenance of Party Walls.....	16
Section 8.03	Exposure of Wall.....	16
Section 8.04	Materials Used .....	16
Section 8.05	Destruction of Party Wall .....	16

ARTICLE IX	INSURANCE AND RECONSTRUCTION.....	17
Section 9.01	Insurance to be Carried.....	17
Section 9.02	Restoration or Reconstruction After Fire or Other Casualty .....	20
Section 9.03	Insurance Carried by Owners.....	21
ARTICLE X	GENERAL COVENANTS AND RESTRICTIONS.....	21
Section 10.01	Advertising and Signs.....	21
Section 10.02	Animals, Birds and Insects .....	22
Section 10.03	Garbage and Refuse Disposal .....	22
Section 10.04	Noxious or Offensive Activities.....	22
Section 10.05	Dwelling in Other Than Residential Units .....	22
Section 10.06	Television and Communication Antennas.....	22
Section 10.07	Trees and Other Natural Features.....	23
Section 10.08	Residential Use Only .....	23
Section 10.09	Commercial and Professional Activity on Property.....	23
Section 10.10	No Outdoor Repair Work .....	23
Section 10.11	No Commercial, Recreational, or Unlicensed Vehicles, Camper Bodies, Boats, or Trailers.....	23
Section 10.12	Clotheslines and Window Air Conditioners .....	24
Section 10.13	Protective Screening and Fences.....	24
Section 10.14	Ownership of Units.....	24
Section 10.15	Vehicles and Parking.....	24
Section 10.16	Lease of Units .....	24
Section 10.17	Outside Storage.....	25
Section 10.18	Chain Link Fences.....	25
ARTICLE XI	ENFORCEMENT, AMENDMENT, DURATION AND INTERPRETATION OF DECLARATION .....	25
Section 11.01	Declaration Runs With the Land.....	25
Section 11.02	Enforceability.....	25
Section 11.03	No Waiver by Failure to Enforce.....	25
Section 11.04	Obligation and Lien for Cost of Enforcement by Association.....	26
Section 11.05	Amending Declaration.....	26
Section 11.06	Owner Responsible for Tenants and Guests .....	26
Section 11.07	Duration and Termination.....	27
Section 11.08	When Amendment or Termination Becomes Effective .....	27
Section 11.09	Construction and Interpretation.....	27
Section 11.10	Conflict with Municipal Laws .....	27
Section 11.11	Change of Conditions .....	28
Section 11.12	Effect of Unenforceability or Invalidity of Provision of Declaration .....	28
ARTICLE XII	GENERAL.....	28
Section 12.01	Headings and Captions .....	28
Section 12.02	Notice .....	28
Section 12.03	Right of Association to Transfer Interest.....	28
Section 12.04	Right of Association to Transfer Functions.....	28

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS -  
EDGEWOOD ESTATES (EDGEWOOD ESTATES DECLARATION)**

THIS AMENDED AND RESTATED DECLARATION, effective as of the date of recordation hereof, by the undersigned Owners representing more than two-thirds (2/3) of the votes of all Lots comprising Edgewood Estates Homeowners Association, Inc., Town of Henrietta, New York, being referred to hereinafter as the Owners.

**WITNESSETH**

WHEREAS, the undersigned Owners are the owners of Units located on subdivision lots located within the real property described in Article II of this Amended and Restated Declaration, which real property is known as Edgewood Estates and which real property includes open spaces and other common facilities for the benefit of all Owners within said Edgewood Estates community; and

WHEREAS, a Declaration of Protective Covenants, Conditions and Restrictions (The Edgewood Estates Declaration) was recorded in the Monroe County Clerk's Office in Liber 7190 of Deeds at page 285; and

WHEREAS, the Owners wish to amend and restate such Declaration of Protective Covenants, Conditions and Restrictions - Edgewood Estates; and

WHEREAS, pursuant to the aforementioned Declaration, Article XI, the Declaration may be amended or rescinded by an instrument signed by two-thirds (2/3) or more of the Owners of Lots in the Edgewood Estates Homeowners Association, Inc.

WHEREAS, the undersigned Owners represent more than two-thirds (2/3) of the Votes of all Lots; and

WHEREAS, the Owners desire to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desire to subject the real property described in Article II to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, the Owners have deemed it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the EDGEWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., has been incorporated under the Not-for-Profit Corporation Law of the State of New York for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the undersigned Owners, for themselves, their successors and assigns, declare that the real property described in Section 2.01 hereof is and shall be held,

transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as covenants, conditions and restrictions) hereinafter set forth.

## **ARTICLE I DEFINITIONS**

Section 1.01 Definitions. The following words, phrases or terms when used in this Declaration or in any instrument supplemental to this Declaration shall, unless the context otherwise prohibits, have the following meanings:

Section 1.02 Assessments shall mean and refer to those expenses, including reserves, which are incurred or assessed by the Association in fulfilling its lawful responsibilities.

Section 1.03 Association shall mean and refer to the EDGEWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

Section 1.04 Association Property shall mean and refer to all land, improvements and other properties heretofore or hereafter owned by the Association.

Section 1.05 Board of Directors or Board shall mean and refer to the Board of Directors described in the By-Laws of the Association.

Section 1.06 By-Laws shall mean and refer to the By-Laws of the Association, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, governing the operation of the Association.

Section 1.07 Certificate of Incorporation means that certain Certificate of Incorporation of the Association filed with the New York Department of State, Division of Corporations as may be amended, restated, amended and restated, supplemented, or modified from time to time.

Section 1.08 Declaration shall mean and refer to this document of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens -Edgewood Estates as it may from time to time be supplemented, extended or amended in the manner provided for herein.

Section 1.09 Deliver or Delivered means delivery by personal service, by mail, by email, or by leaving it at such Owner's residence as shown on the records of the Association.

Section 1.10 Director or Directors shall mean an individual or individuals elected to the Board of Directors of the Association.

Section 1.11 Institutional First Mortgage Holder shall mean and refer to a bank, savings and loan association, life insurance company, pension trust, trust company, the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac) or any lender approved by Fannie Mae or Freddie Mac which holds a first mortgage on a Unit.

Section 1.12 Lot shall mean and refer to any portion of the Property (with the exception of Association Property as heretofore defined) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the Town of Henrietta or (ii) shown as a separate lot upon any recorded or filed subdivision map.

Section 1.13 Member shall mean and refer to each holder of a membership interest in the Association, as such interests are set forth in Article III of this Declaration.

Section 1.14 Owner means the owner of record, whether one or more persons or entities, of the title to any Townhouse Unit which is part of the Properties. An employee of an entity is not an Owner..

Section 1.15 Property shall mean and refer to all properties as are subject to this Declaration.

Section 1.16 Unit shall mean and refer to each completed Townhouse unit (as evidenced by issuance of a Certificate of Occupancy issued by the Town of Henrietta, situated upon the Property or any dwelling unit on the Property which has been occupied as a residence.

Section 1.17 Vote or Voting shall mean in-person, virtually, by proxy, or by electronic/digital system established by the Board.

Section 1.18 Writing or Written shall mean and refer to documents or communications that are handwritten, typewritten or composed and transmitted electronically such as an email thread or series of emails.

Section 1.19 Written Notice means handwritten, typewritten, or composed communication and electronic communication such as digital forms and emails to the contact information as it appears on the records of the Association.

## **ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION**

Section 2.01 Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Town of Henrietta, County of Monroe and State of New York, all of which property shall be hereinafter referred to as the Property. The real property subject to this Declaration is known and described in Schedule A attached hereto.

## **ARTICLE III THE ASSOCIATION STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS**

Section 3.01 Formation of the Association. Pursuant to the Not-for-Profit Corporation Law of New York, the Association was formed to own, operate, and maintain the Association Property, enforce the covenants, conditions and restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Certificate of Incorporation and By-Laws of the Association, as the same may be



amended from time to time. Subject to the additional limitations provided in this Declaration and the Certificate of Incorporation, the Association shall have all the powers and be subject to the limitations of a not-for-profit corporation as contained in the New York State Not-for-Profit Corporation Law as the same may be amended from time to time.

Section 3.02 Membership. The Association shall have as members Owners. All Owners shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership.

Section 3.03 Voting; Mortgagee's Control of Votes. Each Owner shall be entitled to only one (1) Vote, no matter how many Units are owned. When more than one person or entity holds an interest in any Unit, the one Vote attributable to such Unit shall be exercised as such persons mutually determine. If an institutional first mortgage lender whose name appears on the records of the Association: (i) holds a mortgage on a Unit which prohibits the mortgagor from Voting contrary to the interest of the mortgagee; and (ii) notifies the Association prior to the date or initial date of the canvass on the Vote to be taken of its position on the matter being Voted upon, a Vote of the Unit Owner contrary to the position of such mortgage lender shall not be counted in such canvass.

Section 3.04 Assigning Right to Vote. Any Owner shall be entitled to assign such Owner's right to Vote, by power of attorney, by proxy or otherwise, provided that such assignment is made pursuant to the By-Laws of the Association.

Section 3.05 Selection, Powers and Duties of Directors. The nomination, election, powers and duties of the Board of Directors and the filling of vacancies on the Board of Directors shall be governed as set forth in the By-Laws of the Association.

Section 3.06 Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, judgments, decrees, fees, penalties or amounts paid in settlement, reasonably incurred by or imposed upon such director or officer in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer of the Association, whether or not such person is a director or officer at the time such expenses are incurred, except that no such indemnification shall be made if a judgment or other final adjudication adverse to such director or officer establishes that: (i) the acts of the director or officer were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated; or (ii) such director or officer (or a member of such director's or officer's family) personally gained a financial profit or other advantage to which such beneficiary was not legally entitled; provided, that in the event of a settlement or other non-adjudicated disposition, the indemnification herein shall apply only when the Board of Directors of the Association approves such settlement as being in the best interests of the Association. Funds to cover the above expenses, including fees of counsel, may be advanced by the Association, prior to the final disposition of the matter, upon receipt of an undertaking by or on behalf of the recipient to repay such amounts if it shall ultimately be determined that: (i) the recipient is not entitled to indemnification; or (ii) where indemnification is granted, the expenses so advanced exceed the amount to which such officer or director is entitled.

Section 3.07 Records of Meetings; Regulations. The Board of Directors shall keep minutes of its' meetings and maintain records of all Votes taken at its Meetings. The Board of Directors shall make such records and current copies of its rules and regulations available at a reasonable place and at reasonable times for inspection by all Owners.

Section 3.08 Liability of Board of Directors. No action taken by the Board of Directors or any member, committee, employee, or agent hereof, shall entitle any person to rely thereon, with respect to conformity with laws, regulations, codes, or ordinances, or with respect to the physical or other condition of any Lot or Unit or other portion of the Property. Every person or other entity submitting plans to the Board of Directors agrees, by submission of such plans, that no action or suit will be brought against the Association or the Board of Directors (or any member, committee, employee, or agent thereof) in connection with such submission.

#### **ARTICLE IV PROPERTY RIGHTS AND EASEMENTS**

Section 4.01 Common Utilities. The common utilities, if any, shall be owned by the Association, unless owned by a Municipal Agency, and subject to the provisions of this Declaration, for the use and enjoyment of the Owners.

Section 4.02 Rights and Easements of Owners. Subject to the rights and easements of the Association set forth in Sections 4.03 and 4.04 below, each Owner (and such Owner's guests, licensees, tenants and invitees) shall have the right and easements to use, maintain, repair and replace any pipes, wires, cables, conduits, drainage areas, and other utility lines servicing such Owner's Unit but located on another Lot or in another Unit. Entry to a Unit shall require reasonable notice to the homeowner, unless an emergency exists.

All of such rights and easements shall be appurtenant to and shall pass with the interest of a Unit Owner as defined in Article I, Section 1.01 of this Declaration.

Section 4.03 Rights of Association. In accordance with the Certificate of Incorporation and By-Laws of the Association, the Association shall have the following rights:

- a. Adopt Rules and Regulations - to adopt rules and regulations relating to the use, operation, and maintenance of the Property for the safety and convenience of the users thereof or to enhance the preservation of such facilities or which, in the discretion of the Association, shall serve to promote the best interests of the Owners;
- b. Grant Easements to Utility Companies and Governmental Entities - to grant easements or rights of way, with or without consideration to any public or private utility corporation, cable television company, governmental agency or political subdivision;
- c. Transfer, Lease, Sell, Exchange or Encumber Association Property or Acquire or Lease Real Property - to dedicate, sell, transfer, donate, lease, abandon, partition, encumber or otherwise dispose of, all or any part of the Association Property which the Association owns or to acquire or lease

other real property for such purposes and subject to such conditions as may be agreed to by the Association and the transferee or transferor. Such action (except for any transfer or encumbrance to a public utility or for other public purposes consistent with the intended use of such land by or for the benefit of the Owners) shall require a Hearing as described in Section 4.06 below and the consent of Owners of not less than two-thirds (2/3) of all Lots who shall Vote by ballot which shall, not less than ten (10) days nor more than forty (40) days in advance of the date or initial date of the canvass thereof, be sent to all Owners and to those lending institution first mortgagees of Lots whose names appear as such on the books or records of the Association. No such conveyance shall be made if lending institution first mortgagees of fifty-one percent (51%) or more of the Lots subject to first mortgages held by lending institutions whose names appear as such on the books or records of the Association, advise the Association in writing, prior to the date or initial date set for Voting on the proposed conveyance, that they are opposed to such conveyance, which opposition must not be unreasonable;

- d. Enter into Agreements for Performance of Duties - to enter into agreements for the performance of its various duties and functions including agreements with other owners' associations, condominiums and cooperatives for common maintenance, management and other services, materials and supplies; and

Section 4.04 Easements of Association. The Association (and its employees, contractors and agents) shall have the following easements over each Lot:

- a. Utility Line Maintenance - for the use, installation, maintenance, repair and replacement of any pipes, wires, cables, conduits, drainage areas, light standards and other utility lines located on such Lot and servicing two (2) or more Lots;
- b. Utility Banks and Telephone Pedestals - for installation, maintenance, repair and replacement of utility banks and telephone pedestals on the exterior walls of Buildings;
- c. Other Maintenance on Lots - for the installation, maintenance, repair and replacement of any improvements on the Lots, including sidewalks, fencing, walls, landscaping, driveways, roadways and Building exteriors, and for snow removal, to the extent the Association is obligated to undertake such installation, maintenance, snow removal, repair and replacement under this Declaration;
- d. In Conjunction with Maintenance - to the extent such entry is reasonably necessary in order to install, maintain, repair or replace any improvements constructed on the Lots; and

- e. Water for Watering of Lawns - to tie into and use water from any Unit for the watering of any lawns which the Association is obligated to maintain.

To the extent reasonably appropriate any such entry onto a Lot (i) shall be on reasonable notice to the Owner of the Lot to be entered, except that, in an emergency, such entry may be without notice, and (ii) may include entry to any improvement on such Lot.

Section 4.05 Damage Resulting from Use of Easement. Subject to rights of recovery under law or pursuant to other provisions of this Declaration, any damage to any Lot or other portion of the Property or to any improvements thereon as a result of any act or work performed pursuant to the authority granted in this Article IV, or as a result of the use of any easement or other right granted or reserved herein, shall be promptly repaired, replaced or corrected as necessary by the person or entity performing the act or work and/or by the grantee or holder of the easement being exercised, to the condition in which it existed immediately prior to the damage.

Section 4.06 Hearing Procedures. Where the Board of Directors is required, in accordance with the provisions of this Declaration, to hold a public hearing prior to taking certain action (hereinafter referred to as a Hearing), the procedures set forth in this Section 4.06 (the Hearing Procedures) shall be followed. The Hearing on the proposed action (the Proposal) shall be held not less than ten (10) nor more than forty (40) days after the Board of Directors has initiated the Proposal. Notices of the Hearing (the Notice) shall be mailed and emailed to all Owners in accordance with any provisions of this Declaration relating to the giving of notice. The Notice shall describe in detail the Proposal, the Hearing Procedures set forth herein as well as any other procedures applicable thereto as may be imposed by other sections of this Declaration, and shall specify the date, time, and place of the Hearing. The Hearing will be held in a place reasonably accessible to the Owners. All Owners and other interested persons shall be entitled, subject only to reasonable rules and regulations established by the Board of Directors for the conduct of such Hearing, to attend the Hearing, to express their views on the Proposal, to ask questions, or to submit written comments with regard to the Proposal. If, in connection with a Proposal, a Hearing is required pursuant to more than one section of this Declaration, the Board of Directors may elect to hold one combined Hearing on such Proposal, provided that all restrictions, limitations or additional procedures, if any, imposed by each of the applicable sections are followed.

## **ARTICLE V**

### **ASSESSMENTS AND RIGHT OF ASSOCIATION TO BORROW**

Section 5.01 Imposition, Personal Obligation, Lien. Each Owner, by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association:

- a. annual assessments or charges for the maintenance and operation of the Property (Assessment);
- b. special assessments for capital improvements or unbudgeted or extraordinary expenses (Special Assessments);

together hereinafter being referred to as Assessments.

The Assessments shall be fixed, established, and collected from time to time as hereinafter provided. Each Assessment (or installment payment thereof) together with such late charges, interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Unit against which the Assessment is made and shall also be the personal obligation of the Owner of such Unit at the time the Assessment falls due. Upon a transfer of title to a Lot, Assessments shall be adjusted as provided in Section 5.12 below.

Section 5.02 Purpose of Assessment. The purpose of the Assessment shall be to fund: (i) the maintenance, preservation, operation and improvement of the Property and the promotion of the recreation, safety and welfare of the Members, including but not limited to, the payment for any utility services to the Property which are commonly metered or billed (including electricity for the commonly metered lighting of the common private roadway), all casualty, liability and other insurance obtained pursuant to Article IX of this Declaration; (ii) the maintenance, repair and replacement of all facilities as required in Article VI of this Declaration; (iii) the cost of labor, equipment, materials, management and supervision for all of the above; (iv) such other maintenance responsibilities as the Association elects to undertake pursuant to Section 6.01 of this Declaration; (v) internet service (through cable, satellite or otherwise) as deemed by the Board of Directors to be in the best interest of the Owners and their Units; and (vi) such other needs as may arise.

Section 5.03 Basis for Maintenance Assessment. The annual Maintenance Assessment chargeable to each Unit assessed shall be the same for all Lots, so that the annual Maintenance Assessment for each Unit shall be determined each year by dividing the number of Lots liable for the payment of Maintenance Assessments pursuant to Section 5.01 into the total amount that the Board of Directors shall deem to be necessary to fully fund the current budget of estimated expenses and reserves (and any operating deficits previously sustained).

Section 5.04 Special Assessments. In addition to the annual Maintenance Assessment and subject to the limitation detailed in section (iii), the Association may levy in any assessment year a Special Assessment, payable in that fiscal year or in one or more of the following years, for the purpose of:

- (i) Defraying, in whole or in part, the cost of any construction, reconstruction or replacement of, or repair of the Property or to any improvements or landscaping on the Lots which the Association has the responsibility to maintain, including the necessary fixtures and personal property related thereto; or
- (ii) Funding unbudgeted or extraordinary expenses;
- (iii) In the event any proposed special assessment is greater than 20% of the then current Annual Maintenance Assessments, the Board shall be required to obtain the consent of two-thirds (2/3) or more of all Unit Owners who are Voting at a meeting duly called for this purpose. Written notice of which shall be sent to all Voting Owners by mail and email to the contact

information of record for the Association at least 30 days in advance, setting forth the purpose of the meeting;

(a) Subsection (iii) does not apply to repair, reconstruction, or replacement of any item for which the Association is responsible to maintain.

(iv) The Association shall establish one or more due dates for each payment or partial payment of each Special Assessment and shall notify each Owner thereof in writing at least 30 days prior to the first such due date.

A Special Assessment pursuant to Section 11.02(b) of this Declaration may also be levied by the Board of Directors, in addition to the Special Assessments provided herein.

Section 5.05 Notice of Assessments. Maintenance Assessments provided for herein shall be on a full year basis. The Board of Directors of the Association shall fix the amount of the Maintenance Assessment against each Lot at least 10 days in advance of each annual Assessment period. The Maintenance Assessments shall be due and payable monthly unless the Board of Directors establishes other installments for payment, which installments may or may not be equal. Separate due dates may be established by the Board for partial annual Maintenance Assessments as long as said Maintenance Assessments are established at least 30 days before due. Written notice of the annual Maintenance Assessments shall be sent to every Lot Owner subject thereto.

Section 5.06 Assessments for Specific Units. The Owner of each Unit subject to this Declaration shall be liable for the payment of full Maintenance Assessments and Special Assessments, if any.

Section 5.07 Non-Payment of Assessment. If an Assessment, or installment thereof, is not paid on the due date, established pursuant to Section 5.05 hereof, then such Assessment payment shall be deemed delinquent. Any delinquent Assessment payment; together with such interest thereon, accelerated installments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner and such Owner's heirs, devisees, personal representatives, successors and assigns. A notice of lien may be filed by the Association in the Recording Office providing notice that: (i) delinquent Assessments are outstanding with respect to a specified Lot; and (ii) such delinquent Assessments and any future Assessments due are a continuing lien until paid, but such filing shall not be necessary to perfect or establish the priority of such continuing lien. In addition to the lien rights, the personal obligation of the then Owner to pay such Assessment shall remain such Owner's personal obligation and shall not pass to such Owner's successors in title unless expressly assumed by them.

If the Assessment or any installment thereof is not paid on or before the 30th day of the month in which payment is due the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed ten percent (10%) of the amount of such overdue Assessment or installment thereof, provided such late charges are equitably and uniformly applied.

If the Assessment or any installment thereof, is not paid within thirty (30) days after the due date: (i) the Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed the maximum rate of interest then permitted by law; (ii) the Board of Directors may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Owner; and (iii) the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the Lot of such Owner, and the cost of such proceedings, including actual attorneys' fees, shall be added to the amount of such Assessments, accelerated installments, if any, late charges and interest.

Once an Assessment is deemed delinquent as described above, any payments received from the Owner shall be applied in the following order: attorneys' fees, other costs of collection, late charges, interest, and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period.

Dissatisfaction with the quantity or quality of maintenance services furnished by the Association shall, under no circumstances, entitle any Owner to withhold or fail to pay the Assessments due to the Association for the Unit or Units owned by such Owner.

Section 5.08 Notice of Default. The Board of Directors, when giving notice to an Owner of a default in paying Assessments, may, at its option, or shall, at the request of a mortgagee, send a copy of such notice to each holder of a mortgage covering such Lot whose name and address appears on the Association's records. The mortgagee shall have the right to cure the Unit Owner's default with respect to the payment of such Assessments.

Section 5.09 Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Association.

Section 5.10 Assessment Certificates. Upon written demand of the Owner, the Association shall, within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Lot as of the date of such certificate: (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; and (iii) whether any other amounts or charges are owing to the Association, *e.g.* for the cost of extinguishing a violation of this Declaration. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of such certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser, or title insurer of, or lender, on the Lot on which such certificate has been furnished.

Section 5.11 Subordination of Assessment Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage of

record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Owner of such Lot from liability for any Assessments thereafter becoming due, nor relieve such Lot from the lien of any such subsequent Assessment.

Section 5.12 Adjustment of Assessments on Transfer. Unless otherwise agreed upon between the parties to the transfer, upon the transfer of a Lot, Maintenance Assessments and any Special Assessments which: (i) may be payable in installments; or (ii) are specifically applicable to a defined period of time which has not expired, shall be adjusted between the grantor and grantee, with the grantor being entitled to reimbursement from the grantee for the portion of any payment made by the grantor which is applicable to the remainder of the period in which the transfer occurred or to a subsequent period, and the grantee being entitled to a credit from the grantor for the portion of any unpaid payment assumed by the grantee which is applicable to the expired portion of the period in which the transfer occurred or to any prior period. Unless otherwise provided by the Board of Directors of the Association in the adoption of the Special Assessment: (i) a Special Assessment payable in installments shall be adjusted as if the installment payments apply to a period following the date due, the length of which shall be equal to the interim period between installation due dates; and (ii) a Special Assessment payable in a single installment shall be the sole responsibility of the Owner of the Lot on the date which such Assessment is initially due.

Section 5.13 Right to Borrow and Mortgage. In order to fulfill the purposes set forth herein, the Association may borrow funds from any recognized lending institution, and in conjunction therewith, mortgage its properties. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with note holders shall be subject solely to the decision of the Board of Directors of the Association, upon the vote of the majority of Unit Owners, approving the borrowing.

Section 5.14 Repayment of Monies Borrowed. In order to secure the repayment of any and all sums borrowed from time to time, the Association is hereby granted the right and power:

- a. to assign and pledge all revenues received and to be received by it under any provision of this Declaration including, but not limited to, the proceeds of the Maintenance Assessments hereunder;
- b. to enter into agreements with note holders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Association covenants to:
  - (1) assess the Maintenance Assessments on a given day in each year and, subject to the limitation on amount specified in Section 5.03 hereunder, to assess the same at a particular rate or rates;
  - (2) establish sinking funds and/or other security deposits;



- (3) apply all funds received by it first to the payment of all principal and interest on such loans, when due, or to apply the same to such purpose after providing for costs of collection;
- (4) establish such collection, payment and lien enforcement procedures as may be required by the note holders;
- (5) provide for the custody and safeguarding of all funds received by it.

## **ARTICLE VI MAINTENANCE**

Section 6.01 Maintenance and Repair by Association or Unit Owners. Attached as Schedule B to this Declaration is a Responsibility Matrix indicating the maintenance responsibilities of the Association or Unit Owners.

Other Lot Improvements. With respect to the other improvements on the Lots, the Association shall not repair or replace stoops, stairs, or sidewalks going up to Unit.

The Association may increase (or decrease) its maintenance responsibilities, *e.g.* to maintain, repair and replace as necessary the roofs and gutters to the Units, or to paint or stain as necessary Unit exteriors, trim, windows, and doors, provided such increase or decrease is approved in writing by two-thirds (2/3) of all Owners.

Any responsibility for maintenance, repair, or replacement with respect to the Lots and Units which is not the responsibility of the Association is the responsibility and shall be made at the cost and expense of the respective Owner(s).

Subject to the provisions of Section 6.02 below, the cost of all maintenance performed by the Association shall be funded from Maintenance Assessments.

Association shall have an easement and right of access for maintenance and repairs as set forth in Section 4.04 of this Declaration.

Section 6.02 Maintenance Occasioned by a Negligent or Willful Act or Omission. Any maintenance, repair, or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 6.01 above but which is occasioned by a negligent or willful act or omission of an Owner, the tenant of such Owner, or their families or invitees shall be made at the cost and expense of such Owner. If such maintenance, repair, or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Lot and such cost shall be added to that Owner's Maintenance Assessment and, as part of that Assessment, shall constitute a lien on the Lot to secure the payment thereof.

Section 6.03 Quality and Frequency of Maintenance and Repairs. All maintenance, repair, and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property. The Association may establish reasonable schedules and regulations for maintenance,

repair, and replacement of Property which it is obligated to maintain, repair, or replace pursuant to Section 6.01, which schedules and regulations shall take into account the useful life of any painting and exterior materials and the enhancement and preservation of the appearance and value of such Property.

Section 6.04 Access for Repairs. The Association (and its employees, contractors and agents) shall, upon reasonable notice to the Owner(s), have the right to enter upon any portion of the Property and into and upon any Unit at any reasonable hour to carry out its functions as provided for in this Article, except that, in an emergency, the Association shall have the right, without notice, to enter upon any portion of the Property and into any Unit to make necessary repairs or to prevent damage to any Unit or any portion of the Property. The repair of any damage caused in gaining access in an emergency shall be at the expense of the Association, unless damage was reasonably necessary and determined by the Board of Directors to be covered by some action or negligence of the Owner. Neither the Association nor any agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

## **ARTICLE VII ARCHITECTURAL CONTROLS**

Section 7.01 Control by Association. Enforcement of those provisions of the Declaration pertaining to exterior appearance of the Property and control over any change in use or any additions, modifications, or alterations to the exterior of any Unit or other improvement on said Lot or other portion of the Property, visible from the exterior, shall be the responsibility of the Board of Directors, acting on the recommendation of the Architectural Committee or Landscaping Committee.

Section 7.02 Submission of a Request for a Variance to Architectural Committee or Landscaping Committee. No exterior addition, modification, or alteration, including change of color, shall be made on or to such Unit, Lot or other portion of the Property or to the improvements located thereon, unless and until a plan or plans therefore, in such form and detail as the Architectural Committee or Landscaping Committee requires, have been submitted to, and reviewed by the Architectural Committee or Landscaping Committee and then approved by the Board of Directors. In the event that outside expertise is required to review a variance, the Architectural or Landscaping Committee may charge and collect a reasonable fee for costs that are incurred in the examination of plans submitted for approval and discuss the estimated cost with the Owner prior to making any expenditure.

Section 7.03 Basis for Disapproval of a Variance Request by the Board of Directors. The Board of Directors may disapprove any variance request submitted pursuant to Section 7.02 above for any of the following reasons:

- a. failure of such variance request to comply with any protective covenants, conditions, and restrictions, including those contained in this Declaration, and which benefit or encumber the Lot Unit or other portion of the Property;
- b. failure to include information in such variance request as requested;

- c. objection to the site plan, exterior design, appearance, or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking, height, bulk, or appropriateness;
- d. incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity;
- e. failure of proposed improvements to comply with any zoning, building, health, or other governmental laws, codes, ordinances, rules, and regulations;
- f. any other matter which in the judgment and sole discretion of the Board of Directors would render the proposed improvements, use or uses, inharmonious or incompatible with the general plan of improvement of the Property or portion thereof or with improvements or uses in the vicinity or is not consistent with the approved architecture, materials and colors utilized throughout Edgewood Estates and is not of comparable quality.

Section 7.04 Approval of the Board of Directors. Upon approval or qualified approval by the Board of Directors of any plans submitted pursuant to Section 7.02 above, the Board of Directors shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record (together with such qualifications or conditions, if any), and, if requested by the applicant, shall provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Unit, Lot or portion of the Property shall be final as to such Unit, Lot or portion of the Property and such approval may not be revoked or rescinded thereafter provided (i) the improvement or uses approved are not substantially changed or altered; (ii) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in this Declaration which benefit or encumber the Unit, Lot or portion of the Property, and (iii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance. Approval of any plans for use in connection with any Unit, Lot or portion of the Property shall not be deemed a waiver of the right of the Board of Directors to disapprove similar plans or any of the features or elements included therein if such plans, features, or elements are subsequently submitted for use in connection with any other Unit, Lot or portion of the Property.

Section 7.05 Written Notification of Disapproval. In any case where the Board of Directors disapproves any plans submitted hereunder, the Board of Directors shall so notify the applicant in writing, together with a statement of the grounds upon which such action was based as set forth in Section 7.03 above.

Section 7.06 Failure of the Board of Directors to Act. If any applicant has not received notice from the Board of Directors approving or disapproving any plans within 35 days after submission thereof, said applicant may notify the Board of Directors in writing of that fact. Such

notice shall be sent by certified mail, return receipt requested. The plans shall be deemed approved by the Board of Directors not later than the later of:

- a. 15 days after the date of receipt of such second notice, if such second notice is given;
- b. 60 days after the date the plans were originally submitted.

Section 7.07 Architectural and Landscaping Committee's Right to Make Rules and Regulations. The Architectural and Landscaping Committees may, from time to time, make rules and regulations governing the form and content of plans to be submitted for approval or with respect to the approval or disapproval of certain types of alterations, additions or modifications to improvements, or uses; provided, however, that no such rule or regulation shall be deemed to bind the Board of Directors to approve or disapprove any plans submitted for approval, or to waive the exercise of the Board of Directors's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of the Declaration or any applicable governmental law, code, ordinance, rule or regulation.

Section 7.08 Architectural Certificate. Title to a Unit may not be transferred until an Architectural Certificate has been issued by the Architectural Committee indicating that the Unit is in compliance with the Declaration, Bylaws and Rules and Regulations of the Association. Upon written request of any Owner, (or any prospective Owner, mortgagee, or title insurer) of a Unit or other portion of the Property, the Architectural Committee shall, within a reasonable period of time, issue and furnish to the person or entity making the request, a certificate in writing (Architectural Certificate) signed by a member of the Architectural Committee or the Managing Agent stating, as of the date of such Certificate, whether or not the Lot or other portion of the Property, or any improvements thereon, violates any of the provisions of the Declaration pertaining to exterior appearance, design or maintenance and describing such violations, if any. A reasonable charge, as determined by the Architectural and Landscaping Committee, may be imposed for issuance of such Architectural Certificate. Any such Architectural Certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and the party to whom such Certificate was issued.

Section 7.09 Restrictions on Change of Architectural Controls, Rules, or Regulations. The controls set forth in this Article VII and any rules or regulations shall not, by act or omission, be changed, waived or abandoned, unless consented to in writing by not less than two-thirds (2/3) of the total Votes of all Owners Voting. Written Notice of such change shall be sent to all Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association at least thirty (30) days in advance of the date or initial date set for Voting thereon and shall set forth the purpose of the Vote. In addition, any such change, waiver or abandonment shall not be made if lending institutions, which together are first mortgagees of two-thirds (2/3) or more of the Units, advise the Association in writing, prior to the date or initial date set for Voting on the proposed charge, waiver or abandonment, that they are opposed to such action, which opposition must not be unreasonable.

Section 7.10 Liability of the Board of Directors. No action taken by the Board of Directors or any member, committee, employee or agent hereof, shall entitle any person to rely

thereon, with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of any Lot or Unit or other portion of the Property. Every person or other entity submitting plans to the Architectural or Landscaping Committees agrees, by submission of such plans, that no action or suit will be brought against the Association, Board of Directors, or the Architectural or Landscaping Committees (or any member, committee, employee or agent thereof) in connection with such submission.

## **ARTICLE VIII PARTY WALLS**

Section 8.01 Party Walls. A wall shall be considered a party wall where all of the following conditions are met:

- a. the wall is built as part of the original construction of the Units; and
- b. the wall is an interior wall of a Building; and
- c. the wall serves as a common wall of two (2) adjoining Units, whether or not the wall is on the dividing line between such Units.

Section 8.02 Maintenance of Party Walls. Each Owner whose Unit contains a party wall shall have an easement to enter upon the Lot and within the Unit with which the party wall is shared to effect necessary repairs or maintenance of such party wall. Each Owner shall be responsible for the ordinary maintenance and repair of such Owner's respective side of a party wall. If it shall become necessary to make substantial repairs to or rebuild a party wall, the cost of such repairing or rebuilding shall be borne equally by the Owners of the two (2) Units which share such wall.

In any event where it is necessary for an Owner (or said Owner's authorized employees, contractors or agents) to enter upon a Lot or within a Unit owned by another for purposes of maintaining a party wall, such right shall be exercised upon reasonable notice to the adjoining Owner, shall be limited to reasonable times, and shall be exercised so as not to unreasonably impair the right of the adjacent Owner to the use and quiet enjoyment of said adjacent Unit.

Section 8.03 Exposure of Wall. An Owner who, by negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by, such elements.

Section 8.04 Materials Used. If and when any party wall is repaired or rebuilt, it shall stand upon the same place and be of the same or similar materials as the original wall.

Section 8.05 Destruction of Party Wall. In the event of destruction of a party wall by fire or other casualty, to the extent that such damage is not repaired out of the proceeds of the insurance covering the hazard, the Owner of any Unit which used the wall may restore it. The Owner who undertakes such restoration shall be entitled to a contribution (equaling one-half (1/2) the cost of such restoration) from the Owner of the other Unit which shares such wall. Such right to contribution shall not be construed, however, to limit in any degree, the right of either Owner to

seek a greater contribution if so entitled under the law of the State of New York regarding liability for negligent or willful acts or omissions.

## **ARTICLE IX INSURANCE AND RECONSTRUCTION**

Section 9.01 Insurance to be Carried. The Board of Directors of the Association shall obtain and maintain (and review at least once each year), with such deductible amounts as the Board of Directors shall deem appropriate: (1) fire and casualty insurance; (2) liability insurance for occurrences on the Association Property (if any); (3) directors' and officers' liability insurance covering wrongful acts of officers and directors of the Association; and (4) fidelity bond covering those who handle Association funds, as follows:

1. Fire and Casualty. The policy shall cover the interests of the Association, the Board of Directors and all Owners and mortgagees as their interests may appear. Coverage shall be for the full replacement value (without deduction for depreciation), per as built plans under the Single Entity concept, including wall to wall carpeting, light fixtures, bath fixtures, kitchen cabinets and appliances, and at the option of the Board of Directors, improvements, and betterments including upgrading of appliances, kitchen cabinets, carpeting, and lighting fixtures, etc. made by present or prior Lot or Unit Owners or occupants, excluding (i) the land, and (ii) the personal property of homeowners and occupants.

The policy shall be written on an ALL RISK Basis and include as a minimum the following provisions, endorsement and coverages: (i) extended coverage, including sprinkler leakage (if applicable), debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; (ii) coverage for loss of maintenance assessments from Owners forced to vacate because of fire or other insured against casualty; (iii) that the insurance purchased by the Board of Directors shall be deemed primary coverage and any policies obtained by individual Owners or mortgagees shall be deemed excess coverage and that the insurance obtained by the Board of Directors shall in no event be brought into contribution with insurance purchased by individual Owners or mortgagees; (iv) a provision that the policy cannot be cancelled, invalidated or suspended because of the act or neglect of someone over whom the insured has no control; (v) a provision that the policy may not be cancelled (including cancellation for non-payment of premium), substantially modified, invalidated or suspended, without at least thirty (30) days prior written notice to all of the insureds, (ten (10) days' notice for non-payment of premium), including all mortgagees of Units reported to the insurance carrier or its agent; and (vi) a provision that adjustment of loss shall be made by the Board of Directors and, at the option of the Board of Directors Inflation Guard coverage and/or Terrorist Act of 2002 coverage.

If any of the Units are in buildings located entirely or partially within a flood hazard area, as identified by the Federal Secretary of Housing and Urban Development, the Board of Directors will obtain, if available, a policy of flood insurance for the maximum amount available or the current replacement cost of the building whichever is less.

Prior to obtaining any new fire and casualty insurance policy, the Board of Directors may obtain an appraisal as to the full replacement value (without deduction for depreciation) of the improvements on the Property (exclusive of land and foundations) for the

purpose of determining the amount of fire and casualty insurance to be affected pursuant to this Section. The appraisal shall be made by a professional appraiser and, at the option of the Board of Directors a prior appraisal may be used after it has been adjusted for the change of building costs that have occurred since it was originally made.

The proceeds of all policies of physical damage insurance, if \$200,000 or less, shall be payable to the Association and if \$200,000 or more, to an insurance trustee (bank, trust company or law firm) selected by the Board of Directors of the Association to be applied for the purpose of repairing, restoring or rebuilding unless otherwise determined by the Lot Owners pursuant to Section 9.02 of this Declaration. This \$200,000 limitation shall increase automatically by five percent (5%) each calendar year after the year in which this restated Declaration is recorded and may be further raised or lowered from time to time upon approval of not less than two-thirds (2/3) of the entire Board of Directors. All fees and disbursements of the insurance trustee shall be paid by the Association and shall be a common expense of all Lot Owners.

The policy shall contain the standard mortgagee clause in favor of mortgagees which shall provide that any loss shall be payable to a mortgagee as its interest shall appear; subject, however, to the loss payment provisions in favor of the Board of Directors. The obligation to restore or reconstruct after damage due to fire or other casualty supersedes the customary right of a mortgagee to have the proceeds of insurance coverage applied to the mortgage indebtedness.

The Association, each Owner and such Owner's known mortgagee shall be acknowledged on the policy, as their interests may appear. Each Owner and such Owner's known mortgagee shall receive, at the time of purchase and at the time a new policy is obtained or an existing policy renewed, a certificate evidencing proof of insurance coverage.

Duplicate originals of the policy, all renewals thereof, and any certificates or endorsements to the policy, together with proof of payment of premiums, shall be furnished by the Board of Directors to all mortgagees of Lots requesting the same, for a reasonable charge.

2. Liability. The liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Owners as their interests may appear, but not the liability of Owners arising from occurrences within such Owner's Unit or on such Owner's Lot. The policy shall include the following endorsements: (i) comprehensive general liability including bodily injury, property damage and personal injury, (libel, slander, false arrest and invasion of privacy), (ii) medical payments, (iii) cross liability under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured, (iv) severability of interest precluding the insurer from denying coverage to an Owner because of negligent acts of the Association or any other Owner, (v) contractual liability, and (vi) deletion of the normal products exclusion with respect to events sponsored by the Association.

Coverage may not be canceled or suspended (including cancellation for nonpayment of premium) or substantially modified without at least 30 days' prior written notice to the insureds (10 days for non-payment of premium), including all known mortgagees of Units or Lots as shown on the records of the Association. The Board of Directors shall review such coverage at least once each year.

The primary policy for this public liability insurance shall be in a single limit of \$1,000,000.00, or a greater amount, covering all claims for bodily injury and property damage arising out of a single occurrence.

The Association shall also carry an Excess Liability policy that provides an additional \$1,000,000.00 or a greater amount covering all claims for bodily injury and property damages arising out of a single occurrence.

3. Directors' and Officers' Liability. The Association shall carry a primary Directors and Officers Liability with a limit of \$1,000,000.00 or a greater and an Excess Liability policy that provides an additional \$1,000,000.00 or a greater amount. Any directors' and officers' liability insurance obtained by the Board of Directors shall cover the wrongful acts (wrongful performance or failure to perform) of a director or officer of the Association. The policy shall be on an occurrence basis and shall include all prior officers and members of the Board of Directors. The policy shall provide for participation by the Association or by the officers or directors of the Association only to the minimum extent permitted by law or applicable government regulations.

4. Fidelity Bond. The fidelity bond shall cover all directors, officers and employees of the Association and employees and agents of the Association's managing agent, if any, who handle Association funds. The bond shall name the Association as obligee and be in an amount not less than a sum equal to 3 months aggregate assessments on all Lots, plus the amount of reserves and other funds on hand. It shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of employee or similar expression, and shall provide that the bond may not be cancelled or substantially modified except for cancellation for non-payment of premium, without at least 30 days' prior written notice to the Association and to all institutional first mortgagees of Lots whose names appear on the records of the Association. For cancellation for non-payment of premium at least 10 days prior written notice must be given to the fore mentioned entities.

Other Insurance. The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time including umbrella catastrophe coverage.

No Liability for Failure to Obtain Above Coverages. The Board of Directors shall not be liable for failure to obtain any of the coverages required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost.

Deductible. The deductible amount(s), if any, on any insurance policy purchased by the Board of Directors shall be paid as follows:

a. Where the Deductible Amount Relates to a Casualty to a Unit. Where the deductible amount relates to a casualty to a Unit as the term Unit is defined in Section 1.16 of the Declaration, the respective Unit Owner shall have the responsibility to pay the amount of the deductible and the Board of Directors of the Association shall have no responsibility to pay the amount of the deductible.



b. Where the Casualty is to Association Property. Where the casualty is to the Association Property as defined in Section 1.04 of the Declaration, the deductible amount shall be a common expense, except that the Association may assess the amount of the deductible to a Unit Owner where the maintenance, repair or replacement due to the casualty is or was occasioned by a negligent or willful act or omission of a Unit Owner (including any family member, or tenant, of such Unit Owner or any guest or invitee of such Unit Owner, member of such Unit Owner's family or tenant of such Unit Owner).

c. Unit Owner's Right to Bring Suit. Nothing contained herein shall prevent one Unit Owner from bringing suit against another Unit Owner for payment of the cost of such deductible based upon the underlying negligence, willful act or omission of a Unit Owner causing the casualty for which the deductible amount relates.

d. Waiver of Liability of Association and Board of Directors. Each Unit Owner is responsible to maintain sufficient insurance and/or cash reserves to cover the amount of any deductible applicable to policies of insurance maintained by the Board of Directors, and each Unit Owner expressly waives his or her rights to bring suit against the Association or its Board of Directors the cost of any deductible amount even where the underlying casualty emanated from the Common Elements of the Association.

Section 9.02 Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of any Unit or Units, insured through insurance obtained by the Board of Directors, as a result of fire or other casualty, the Board of Directors shall notify all mortgagees of such Unit or Units as indicated on the records of the Association and shall arrange for the prompt repair and restoration of the damaged property and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments; provided, however, that if three-fourths (3/4) or more of the Units in a Building are destroyed or substantially damaged and the Owners of two-thirds (2/3) or more of all Lots and of all Lots in the Building decide within 90 days after such damage or destruction not to proceed with repair or restoration, the net proceeds of insurance policies, if any, shall be divided among the Owners in proportion to the damage, as determined by the insurer, to their insured property in relation to the total damage (including demolition) to all the insured property, provided, however, that no payment shall be made to an Owner until there has first been paid off out of such Owner's share of such funds all liens on such Owner's Lot.

If the damages are limited to the interior of a Unit, the owner of said Unit will be advised of the amount of insurance proceeds paid to the Association and receive said proceeds upon completion of restoration. The Unit Owner affected by said loss will be responsible for restoring the Unit within 6 months of said loss.

In the event that insurance proceeds are, for any reason, insufficient to pay all of the costs of restoring or repairing the property to the same condition as formerly existed, the Board of Directors shall levy a special assessment to make up the deficiency against the Owners of the damaged property, which special assessment shall be levied in proportion to the damage, as determined by the insurer, to their insured property in relation to the total damage to all the insured property. If the Board of Directors cannot reasonably determine the allocation of damage among Units and Association Property, the insufficiency of funds can be deemed a common expense.

In the event of damage or destruction of any Unit or other improvements on the Property as a result of fire or other casualty covered by insurance obtained by or through the Association, the deductible amount of any insurance proceeds shall apply to each occurrence, not to each item of damage, and shall be funded as follows:

1. If the property damaged is from improvements which the Association has the responsibility to maintain, the Association shall be responsible for the deductible amount, except that, if the cause of such damage is the result of gross negligence or the wantonly malicious act of any Owner (or of a member of such Owner's family or of a tenant of such Owner or of a guest or invitee of such Owner or of a member of such Owner's family) the Owner shall be responsible for such deductible amount.
2. If the property damaged is from or within a Unit or from any utility line or conduit which services such Unit or other Units, whether located within or without the Unit, the Owner or Owners of such Unit shall be responsible for the deductible amount.

In the event of damage to or destruction of any common property or facility of the Association, insured through insurance obtained by the Board of Directors, as a result of fire or other casualty, the Board of Directors shall (i) promptly send written notice of such damage or destruction to all institutional first mortgagees whose names appear on the records of the Association and to the insurance trustee, if any, and the Board of Directors or the insurance trustee, as the case may be, shall (ii) arrange for the prompt repair and restoration of the damaged property and (iii) disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the insurance proceeds exceed the cost of repair and reconstruction of such Association Property, no Owner or any other party shall have priority to receive any portion of such surplus over such Owner's mortgagee.

Section 9.03 Insurance Carried by Owners. Each Owner has the right, at such Owner's expense, to obtain insurance for such Owner's benefit, including: (1) fire, casualty and theft coverage for such Owner's personal property; (2) coverage for such Owner's personal liability within such Owner's Unit and on such Owner's Lot; and (3) fire and casualty insurance coverage for improvements and betterments to such Owner's Unit or Lot made by present or prior owners or occupants, which may not be covered by fire and casualty insurance obtained by or through the Association, provided, however, that the liability of the carriers issuing insurance procured by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by the Owner. If the Unit is to be rented, the Owner shall maintain a broad form liability policy. Owner(s) using their Unit(s) as rentals or as a business shall provide the Association with proof of liability and casualty insurance of not less than \$2 million. Annual notice to be provided to the Association on or before the annual meeting.

## **ARTICLE X**

### **GENERAL COVENANTS AND RESTRICTIONS**

Section 10.01 Advertising and Signs. No signs or other advertising device of any nature shall be placed for display to the public view on any Unit or Lot or other portion of Property except

for security signs and one For Sale Sign. The sign cannot exceed 12 x 15. Open House signs used in conjunction with selling a Unit, not to exceed two (2) are allowed. Other permanent or temporary signs of any nature are prohibited unless approved by the Architectural Committee or Board of Directors, in writing.

Section 10.02 Animals, Birds and Insects. Only two animals (dogs or cats), licensed by the Town of Henrietta, belonging to an occupant of a Unit, may be housed in a Unit.

Any Owner or occupant who keeps or maintains any pet shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, managers and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Unit, Lot or Association grounds.

Any and all waste from pets must be disposed of immediately, and any pets must be leashed and supervised at all times when outside on Association property. Violators of these waste and leash rules will be subject to fines.

Section 10.03 Garbage and Refuse Disposal. No lumber, metals, bulk materials, rubbish, refuse, garbage, trash, or other waste material (all of which are referred to hereinafter as Trash) shall be kept, stored, or allowed to accumulate, outdoors on any portion of the Property. Trash must be put out after dusk on the night before pick-up, and trash cans returned to the garage by the evening of the trash pick-up.

The Board of Directors may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property. All facilities for the storage or disposal of trash, shall be kept in a clean and sanitary condition.

Section 10.04 Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents thereof. The emission of smoke, soot, fly ash, dust, fumes, and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances, shall be controlled so as not to: (i) be detrimental to or endanger the public health, safety, comfort or welfare; (ii) be injurious to property, vegetation or animals; (iii) adversely affect property values or otherwise produce a public nuisance or hazard; or (iv) violate any applicable zoning regulation or other governmental law, ordinance or code.

Section 10.05 Dwelling in Other Than Residential Units. No temporary structure, trailer, tent, shack, barn, outbuilding, shed, garage, or structure in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property except with the written consent of the Board of Directors of the Association.

Section 10.06 Television and Communication Antennas. No outside television, radio, C.B. or other communication antenna shall be erected on any Lot or other portion of the Property except with the written consent of the Association's Board of Directors, or unless permitted pursuant to the Federal Communications Commission (FCC) adopted regulations (OTARD Rule), as amended. The Board of Directors will designate the location of the installation.

Section 10.07 Trees and Other Natural Features. No trees, plantings, beds, shrubs or hedges shall be changed, planted or removed from any portion of the Property except with the permission of the Association's Board of Directors. The Association's Board of Directors, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of plantings, beds, shrubs, hedges, trees and other natural resources and wildlife upon the Property.

Section 10.08 Residential Use Only. Except as provided in Section 10.09 below, the Property shall be used only for residential purposes and purposes incidental and accessory thereto. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one attached single-family dwelling.

Section 10.09 Commercial and Professional Activity on Property. No wholesale or retail business shall be conducted in or on any Lot or other portion of the Property. Business in Edgewood Estates is also subject to the Town of Henrietta zoning laws.

Section 10.10 No Outdoor Repair Work. With respect to a Lot or other portion of the Property, no extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on such Lot or portion thereof, except with the consent of the Association's Board of Directors.

Section 10.11 No Commercial, Recreational, or Unlicensed Vehicles, Camper Bodies, Boats, or Trailers. Unless used in connection with the maintenance of the Property, or otherwise consented to by the Board of Directors of the Association, the following shall not be permitted to be parked on the Property:

;

- a. commercial vehicles (as determined by the Board in its sole discretion);
- b. recreational vehicles (including but not limited to all-terrain vehicles (3 wheelers and 4 wheelers), jet skis, and snowmobiles);
- c. unlicensed motor vehicles of any type;
- d. camper bodies;
- e. boats or trailers;
- f. busses;
- g. motorhomes;
- h. disabled or stored vehicle (as determined by the Board in its sole discretion);
- i. snowmobiles.

Section 10.12 Clotheslines and Window Air Conditioners. No outdoor drying or airing of any clothing or bedding shall be permitted within the Property. No window air conditioners are allowed, except for portable Units that are on the inside of the window screens.

Section 10.13 Protective Screening and Fences. No fence, wall or screen planting of any kind shall be planted, installed or erected upon any Lot or other portion of the Property unless approved by the Board of Directors. No fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 10.14 Ownership of Units. No person(s) or entity may own more than three (3) of the Units in the Association. Any conveyance in violation of this section shall be deemed null and void.

Section 10.15 Vehicles and Parking. In addition to the restrictions in Section 10.11, the following limitations apply to vehicles and parking.

- a. No overnight parking is allowed on the roads.
- b. The then current rules and regulations that are in addition to the covenants and restrictions contained herein and in the amended and restated by-laws.
- c. Each Unit is limited to four (4) in garage and on the driveway parking spaces.

Section 10.16 Lease of Units. All leases must be in writing and must provide that the terms of the lease are subject in all respect to the provisions of then current Rules and Regulations of the Association, this Declaration, and the By-Laws, and that any violation of the foregoing by the lessee or the other occupants shall be a default under the lease. Within ten (10) days after request from the Association, the Owner shall provide the Association with the following information regarding any lessee of such Owner's Unit or Lot:

- (i) the time period of the lease including the beginning and ending dates of the tenancy;
- (ii) the name and contact information for each adult occupying the Lot or Unit during the lease term; and
- (iii) a description and license plate numbers of the lessees' vehicles.

Any Owner who leases their Unit must provide the Lessee with copies of this Declaration, the By-Laws and any rules and regulations of the Association. The Owner shall be liable for any violation of this Declaration, the By-Laws or the rules and regulations of the Association by the Lessees or other persons residing in the Lot or Unit and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

Only the entire Unit may be leased for a minimum term of one (1) year. No Airbnb, VRBO, or similar short term leasing is allowed.

Section 10.17 Outside Storage. Outside storage or parking for more than one 72 consecutive hour period per month of commercial or recreational vehicles, camper bodies, boats and trailers shall be prohibited except as may be permitted by the Association (unless prohibited altogether by the applicable zoning requirements).

Section 10.18 Chain Link Fences. Unless otherwise consented to by the Association, no chain link fence shall be erected anywhere on the Property.

## **ARTICLE XI ENFORCEMENT, AMENDMENT, DURATION AND INTERPRETATION OF DECLARATION**

Section 11.01 Declaration Runs With the Land. Each person or entity acquiring an interest in a Unit or other portion of the Property or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to the Declaration) covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of the Declaration including personal responsibility for the payment of all charges that may become liens against his, her or its property and which become due while he, she or it is the Owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 11.02 Enforceability.

a. Actions at Law or Suits in Equity. The provisions of the Declaration shall bind the Property and shall be construed as running with the land and shall inure to the benefit of and be enforceable by the Association (being hereby deemed the agent for all of the Owners), and by any member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

b. Penalties and Fines. In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation of this Declaration or of the By-Laws or of the rules and regulations of the Association or any committee of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against an Owner shall be deemed a Special Assessment against the Lot of such Owner or on which the Unit occupied by such occupant is located and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration.

Section 11.03 No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by

that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior or subsequent thereto. No liability shall attach to the Association (or any officer, director, employee, member, agent, committee, or committee member) or to any other person or organization for failure to enforce the provisions of the Declaration.

Section 11.04 Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is: (1) the Owner; or (2) any family member, tenant, guest or invitee of the Owner; or (3) a family member or guest or invitee of the tenant of the Owner; or (4) a guest or invitee of (i) any member of such Owner's family or (ii) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot owned by such Owner.

Section 11.05 Amending Declaration. The Board of Directors shall hold a Hearing in accordance with Section 4.06 herein for the purpose of considering any proposed amendment, except that the Board of Directors may make amendments to this Declaration to correct omissions or errors, which amendments shall not substantially or adversely modify rights of any Owner without such Owner's written consent, or a Hearing.

The date or initial date for the canvass of the Vote on the proposed amendment shall be not less than thirty (30) nor more than 180 days after the Hearing. Notice of such Vote, containing the date, time and place of the canvass thereof and a copy of the proposed amendment, with such changes as the Board of Directors shall have made as a result of the written and oral comments received at the Hearing, and a form of ballot shall be mailed or delivered by the Board of Directors to all Owners not less than 14 days prior to the date or initial date set for the canvass thereof.

The affirmative Vote of Owners of two-thirds (2/3) or more of the total number of Units shall be required for approval of a proposed amendment, except that no amendment which substantially affects the interest of any lending institution shall be effective if lending institutions which together are first mortgagees on fifty-one percent (51%) or more of the Units advise the Association in writing, prior to the date or initial date set for Voting on the proposed amendment, that they are opposed to such amendment, which opposition must not be unreasonable. Written notice of any proposed amendment which substantially affects the interest of any lending institution first mortgagee shall be sent to all such lending institution first mortgagees whose names appear on the records of the Association at least thirty (30) days prior to the date or initial date set for Voting on the proposed amendment.

No amendment shall terminate, extinguish, or adversely modify any easement granted in this Declaration which benefits Lots or Units except with respect to those Lots or Units whose owners specifically consent in writing to such termination, extinguishment, or modification, except as provided in Section 11.08 of this Declaration.

Section 11.06 Owner Responsible for Tenants and Guests. Any lease of a Unit shall provide and specify in writing within the lease specific reference to the Declaration and that the tenant shall comply in all respects with the terms of the Declaration, By-Laws, and rules and

regulations, if any, of the Association. If a tenant or any guest of an Owner is in violation of this Declaration, or the By-Laws or rules and regulations of the Association, the Board of Directors may pursue any remedies which it may have pursuant to Section 11.02 of this Declaration.

Section 11.07 Duration and Termination. This Declaration shall continue with full force and effect perpetually unless terminated or its duration shortened by the affirmative vote of not less than eighty (80%) of the total number of Owners after a Hearing is held in accordance with Section 4.06 of this Declaration.

The date or initial date for the canvass of the Vote on any proposed termination shall be not less than thirty (30) nor more than forty-five (45) days after the Hearing. Written Notice of such Vote, containing the date, duration, time and place of the canvass thereof, and a form of ballot, shall be Delivered to all Owners not less than fourteen (14) days prior to the date of or initial date set for the canvass thereof.

Section 11.08 When Amendment or Termination Becomes Effective. Any amendment or termination of this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the Recording Office and upon such recording shall be binding from the date of such recording on all the Property unless specifically provided in such amendment or termination. Such instrument need not contain the written consent of the required number of Owners but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

Section 11.09 Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of 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 the provisions hereof.

Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. 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 or regulations, the Association shall take into consideration the best interests of the Owners and residents of the Property for the purpose of preserving and maintaining the Property as a high quality community.

In granting any permit, authorization, or approval, as herein provided, the Association 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.

Section 11.10 Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.



Section 11.11 Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 11.12 Effect of Unenforceability or Invalidity of Provision of Declaration. The determination by any court that any provision of this Declaration is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

## **ARTICLE XII GENERAL**

Section 12.01 Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretation of the content thereof.


Section 12.02 Notice. Any notice required to be sent to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when Delivered to the last known address or contact record on file with the Association of the person or entity appearing as Owner or mortgagee on the records of the Association at the time of such mailing.

Section 12.03 Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation or trust and, upon such assignment, the successor corporation or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the successor corporation or trust had been an original party, and all references herein to the Board of Directors shall refer to the board of directors (or trustees) of such successor corporation or trust. Any such assignment shall be accepted by the successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association. If, for any reason, the Association shall cease to exist without having first assigned its rights hereunder to a successor corporation or trust, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition the court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation or trust to take over the duties and responsibility of the entity to exist, subject to the conditions provided for herein with respect to an assignment and delegation to a successor corporation or trust.

Section 12.04 Right of Association to Transfer Functions. Unless otherwise specifically prohibited herein or within the Certificate of Incorporation or By-Laws of the Association, any and all functions of the Association shall be fully transferable in whole or in part to any other owners' or residents' association or similar entity.

Attached to this Amendment is a Certification of the Board of Directors of the Association certifying that the required consents of two-thirds (2/3) or more of the Owners has been received and filed with the Board of Directors.

**EDGEWOOD ESTATES HOMEOWNERS  
ASSOCIATION, INC.**

By:   
President, EC HOA

Doc #56690163

On the 3<sup>rd</sup> day of October, in the year 2025, before me, the undersigned, personally appeared Robert Spinelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**MICHELLE E. SCHELL**  
Notary Public - State of New York  
No. 01SC6377632  
Qualified in Monroe County  
Commission Expires 07/09/20 21

**CERTIFICATION OF RECEIPT OF CONSENT OF MEMBERS**

The undersigned being \_\_\_\_\_, all, X a majority of the Members of the Board of Directors of the EDGEWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., (the Association) do hereby certify, pursuant to Article XI, Section 11.07 of the Edgewood Estates Declaration recorded in the Monroe County Clerk's Office in Liber 7190 of Deeds at page 285, as amended that:

1. Consents to the above Amended and Restated Declaration have been received; and
2. The number of Owners consenting thereto exceeds the minimum number required to amend pursuant to Article XI of the Edgewood Estates Declaration.

John Smith, Jr. as President EE HOA  
John Smith  
John Smith  
John Smith  
John Smith

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF Monroe )

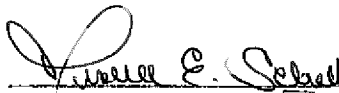
On the 3rd day of October, in the year 2025, before me, the undersigned, personally appeared Robert Spinelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

MICHELLE E. SCHELL  
Notary Public - State of New York  
No. 01SC6377632  
Qualified in Monroe County  
Commission Expires 07/09/20 26

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF Monroe )

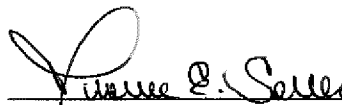
On the 3rd day of October, in the year 2025, before me, the undersigned, personally appeared Kelly Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

MICHELLE E. SCHELL  
Notary Public - State of New York  
No. 01SC6377632  
Qualified in Monroe County  
Commission Expires 07/09/20 26

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF Monroe )

On the 3rd day of October, in the year 2025, before me, the undersigned, personally appeared Greg Ballard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

MICHELLE E. SCHELL  
Notary Public - State of New York  
No. 01SC6377632  
Qualified in Monroe County  
Commission Expires 07/09/20 26

STATE OF NEW YORK     )  
  ) SS.:  
COUNTY OF Monroe     )

On the 8 day of October, in the year 2025, before me, the undersigned,  
personally appeared Frank Broderick personally known to me or proved to me on the basis of  
satisfactory evidence to be the individual whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his capacity, and that by his signature on the  
instrument, the individual, or the person upon behalf of which the individual acted, executed the  
instrument.

  
\_\_\_\_\_  
Notary Public

**MICHELLE E. SCHELL**  
Notary Public - State of New York  
No. 01SC6377632  
Qualified in Monroe County 11e  
Commission Expires 07/09/2026

## **SCHEDULE A**

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Henrietta, County of Monroe and State of New York, being a part of Great Lot 3, Township 12, Range 7, and being more particularly described as follows:

Commencing at the intersection of the north right of way line of Jefferson Road (Rt. 252) and the west right of way line of Edgewood Avenue, said point being N 1, 126, 491.50 - E 769, 544.66 on the U.S. Geologic Survey, thence (1) due west along the north right of way of Jefferson Road a distance of 372.58 feet to a point, thence (2) N 23° 03' 05 E a distance of 1,181.71 feet to a point, thence (3) S 89° 26' 55 E a distance of 225.00 feet to a point, thence (4) N 81° 02' 40 E a distance of 146.99 feet to a point, thence (5) S 23° 21' 50 W a distance of 140.39 feet to a point, thence (6) S 66° 38' 10 E a distance of 17.60 feet to a point, thence (7) S 04° 50' 31 W a distance of 41.78 feet to a point, thence (8) S 85° 09' 29 E a distance of 41.40 feet to a point, thence (9) N 04° 50' 31 E a distance of 15.00 feet to a point, thence (10) S 85° 09' 29 E a distance of 38.53 feet to a point, thence (11) S 66° 38' 10 E a distance of 9.43 feet to a point, thence (12) S 89° 48' 45 E a distance of 14.40 feet to a point on the west right of way line of Edgewood Avenue, thence (13) S 23° 21' 50 W along the west right of way line of Edgewood Avenue, a distance of 919.10 feet to a point, thence (14) S 59° 47' 20 W continuing along said right of way line a distance of 181.37 feet to the point and place of beginning. Intending to describe Edgewood Estates Subdivision as the same is filed in the Monroe County Clerk's Office in Liber 240 of Maps, at pages 21-24, inclusive.

## SCHEDULE B

# Edgewood Estates Responsibility Matrix

Association  
Responsibility

Homeowner's  
Responsibility

Variance  
Request

### Common Area Maintenance

Landscaped areas and common grounds	X		
Shrubs and trees	X		
Roadway and Driveway sealing/replacement	X		
Snow removal roadway and visitor lots	X		
Snow removal driveway except 2 feet at garage door	X		
Driveway de-icing		X	
Gutter and downspouts	X		

### Decks

Repair or replacement		X	X
Staining (Behr solid stain, # SC117 Russet)		X	
Maintenance of personal plantings next to deck		X	

### Doors

Exterior painting including front door	X		
Entry door, frame and glass		X	X
Garage door/weather stripping replacement or repairs		X	
Hardware replacement/repair define		X	
Sliding door and step		X	X
Storm door		X	X

### Electrical

Street lights and entrance lights	X		
Building lights & post light in yard - Fixtures		X	X
Building lights & post light in yard - Light replacement		X	
Door bells		X	X
Electrical panel box and conduit		X	
Air conditioner junction box		X	

### Exterior of Buildings

Siding and trim	X		
Roof	X		
House numbers	X		

### Fireplaces and Chimneys

Interior components		X	
Chimney liner		X	
Chimney cap and chase cover	X		
Chimney/furnace cleaning		X	

### Front Porch/Steps

Structural repairs		X	X
Snow Removal or de-icing, if desired		X	

### Gutters and Downspouts

Replace	X		
Clean	X		



# Edgewood Estates Responsibility Matrix

Association  
Responsibility

Homeowner's  
Responsibility

Variance  
Request

## Heating and Cooking Systems

Furnace System		X	
High efficiency furnace PVC vent pipe		X	X
Air conditioning system		X	X

## Privacy Fence on Deck

Repairs	X		
Stain	X		

## Plumbing

Hose Bib (Outside Faucet)		X	
Exterior Plumbing	X		
Interior Plumbing		X	

## Sidewalks

Snow Removal or De-Icing		X	
Repairs or replacement		X	X

## Windows and Skylights

Glass replacement		X	X
Window replacement		X	X
Window frames and sills		X	
Window hardware		X	
Painting, caulking, weather sealing (Interior)		X	
Caulking, weather sealing (Exterior)	X		
Skylight replacement or repair		X	X

## Vents/Exterior and Piping/Interior

Dryer vent unit/exterior		X	X
Dryer vent interior piping		X	
Bathroom exhaust		X	X
Furnace vent		X	X
Sewer vent pipe		X	X
Water heater vent pipe		X	X
Soffit vent	X		
Ridge vent	X		

## Services and Miscellaneous

Refuse & recycling collection	X		
Refuse collection of larger items		X	
Pest control - interior		X	
Pest control - exterior	X		
Cable TV & underground cable		X	
Telephone		X	
Satellite dish		X	X plus addendum

For a complete list, check your Rules and Guidelines Book. If you need assistance, call Crofton Associates @248-3840

**Combined Real Estate Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A – Information relating to conveyance**

<b>Grantor/Transferor</b>	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> mark an <b>X</b> if more than one grantor)	Social Security number (SSN)
<input type="checkbox"/> Individual	Edgewood Estates Homeowners Association, Inc.	
<input checked="" type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	111 Marsh Road	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
<input type="checkbox"/> Single member LLC	Pittsford NY 14536	16-1298706
<input type="checkbox"/> Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other		
<b>Grantee/Transferee</b>	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> mark an <b>X</b> if more than one grantee)	SSN
<input type="checkbox"/> Individual	Edgewood Estates Homeowners Association, Inc.	
<input checked="" type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	111 Marsh Road	
<input type="checkbox"/> Estate/Trust	City State ZIP code	EIN
<input type="checkbox"/> Single member LLC	Pittsford NY 14536	16-1298706
<input type="checkbox"/> Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other		

**Location and description of property conveyed**

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
163.05-3-67	263200	Edgewood Avenue	Henrietta	Monroe

**Type of property conveyed (mark an **X** in applicable box)**

- 1 ☐ One- to three-family house  
2 ☐ Residential cooperative  
3 ☐ Residential condominium  
4 ☐ Vacant land  
5 ☐ Commercial/industrial

- 6 ☐ Apartment building  
7 ☐ Office building  
8 ☐ Four-family dwelling  
9 ☒ Other Amendment to Declaration

**Date of conveyance**

10	03	2025
month	day	year

Percentage of real property  
conveyed which is residential  
real property n/a %  
(see instructions)

**Condition of conveyance**  
(mark an **X** in all that apply)a. ☐ Conveyance of fee interestb. ☐ Acquisition of a controlling interest (state  
percentage acquired \_\_\_\_\_ %)c. ☐ Transfer of a controlling interest (state  
percentage transferred \_\_\_\_\_ %)d. ☐ Conveyance to cooperative housing  
corporatione. ☐ Conveyance pursuant to or in lieu of  
foreclosure or enforcement of security  
interest (attach Form TP-584.1, Schedule E)f. ☐ Conveyance which consists of a  
mere change of identity or form of  
ownership or organization (attach  
Form TP-584.1, Schedule F)g. ☐ Conveyance for which credit for tax  
previously paid will be claimed (attach  
Form TP-584.1, Schedule G)h. ☐ Conveyance of cooperative apartment(s)i. ☐ Syndicationj. ☐ Conveyance of air rights or  
development rightsk. ☐ Contract assignmentl. ☐ Option assignment or surrenderm. ☐ Leasehold assignment or surrendern. ☐ Leasehold granto. ☐ Conveyance of an easementp. ☐ Conveyance for which exemption  
from transfer tax claimed (complete  
Schedule B, Part 3)q. ☐ Conveyance of property partly within  
and partly outside the stater. ☐ Conveyance pursuant to divorce or separations. ☒ Other (describe) Amendment to Declaration

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		

**Schedule B – Real estate transfer tax return (Tax Law Article 31)****Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3) ..... ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.	0	
2.	0	
3.	0	
4.	0	
5.	0	
6.	0	

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part 1, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an **X** in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☒
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ..... k ☐

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)****Complete the following only if the interest being transferred is a fee simple interest.**

This is to certify that: (mark an X in the appropriate box)

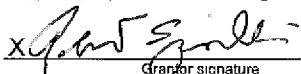
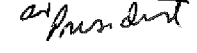
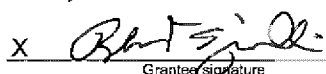
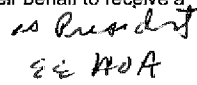
1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

X  Grantor signature	 Title 22 AOA	X  Grantee signature	 Title cc AOA
---	--	---	--

Grantor's signature

Title

Grantee signature

Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule D – Certification of exemption from the payment of estimated personal income tax** (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an **X** in the second box under **Exemption for nonresident transferors/sellers**, and sign at bottom.

**Part 1 – New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 – Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an **X** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date to \_\_\_\_\_ Date (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date