



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
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BOOK/PAGE: 13154 / 469
 INSTRUMENT #: 202503365358

Receipt#: 4423075
 Clerk: ED
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 Descrip: AMENDMENT TO DECLARATION
 Num Pgs: 47
 Rec'd Frm: WOODS OVIATT GILMAN LLP - REAL ESTATE

Party1: CLOVER ESTATES HOMEOWNERS ASSOCIATION
 Party2: CLOVER ESTATES HOMEOWNERS ASSOCIATION
 Town: PITTSFORD - TOV - 264689

Recording:	
Cover Page	5.00
Recording Fee	250.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
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Sub Total:	280.00
Transfer Tax	
Transfer Tax - State	0.00
Sub Total:	0.00
Total:	280.00
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 7264	
Transfer Tax	
Consideration: 1.00	
Total:	0.00

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

Record and Return To:

ELECTRONICALLY RECORDED BY CSC

JAMIE ROMEO

MONROE COUNTY CLERK

CLOVER ESTATES
AMENDED AND RESTATED DECLARATION
OF
COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS -

THIS AMENDED AND RESTATED DECLARATION, effective as of the date of its recording in the Monroe County Clerk's Office, is made by the undersigned, being at least ninety percent (90%) of the Owners of all Lots comprising the Clover Estates Subdivision located in the Town of Pittsford, Monroe County, New York.

WITNESSETH

WHEREAS, the undersigned are owners of residences in the Clover Estates Subdivision located in the Town of Pittsford Monroe County, New York ("Clover Estates Subdivision"), as shown on a subdivision map thereof filed in the Monroe County Clerk's Office on March 12, 2001 in Liber 307 of Maps at page 57 (the "Subdivision Map"); and

Whereas, on January 3, 2001, a Declaration of Covenants, Easements, Conditions and Restrictions pertaining to the Clover Estates Subdivision, made by Ryan homes, Inc. as "Declarant", was recorded in the Monroe County Clerk's Office in Liber 9407 of Deeds at page 106 (the "Original Declaration"); and

WHEREAS, the Original Declaration pertains to all real property located within the boundaries of the Clover Estates Subdivision more particularly bounded and described in the Original Declaration and in Schedule A, annexed hereto; and

WHEREAS, all Lots within the Clover Estate Subdivision have been improved with Completed Units (as defined in the Original Declaration), and the undersigned are Owners of Completed Units situated within said Clover Estates Subdivision; and

WHEREAS, by virtue of their ownership of such Completed Units, the Owners are members of the Clover Estates Homeowners Association, Inc., a New York Not-for-Profit corporation, whose purposes as set forth in its Certificate of Incorporation include, among other things, the maintenance, preservation and architectural control of the residence lots and common areas within the Clover Estates Subdivision, and the enforcement of the covenants, conditions, easements and restrictions relating to the Clover Estates Subdivision; and

WHEREAS, pursuant to Section 1 of Article IX of the Original Declaration, the Original Declaration may be amended by an instrument signed by ninety percent (90%) of the Owners of Lots in the Clover Estates Subdivision; and

WHEREAS, for the purpose of assuring the continuation and preservation of the values and amenities which inure to the benefit of current and future owners of residences in said

Clover Estates Subdivision, the undersigned, being at least ninety percent (90%) of the Owners of Lots in the Clover Estates Subdivision, by their signatures below, approve and adopt this Amended and Restated Declaration to amend and restate the Original Declaration as hereafter set forth.

NOW, THEREFORE, the undersigned Owners hereby declare that all real property situate within the boundaries of the Clover Estates Subdivision as described in Schedule A, annexed hereto and as depicted on the Subdivision Map, together with any and all improvements thereon and appurtenances thereunto, shall be held, sold, transferred, conveyed and occupied subject to the covenants, easements, restrictions, and conditions set forth herein, all of which shall supersede and replace terms and conditions of the Original Declaration which are inconsistent with the following. The covenants, easements restrictions and conditions set forth herein shall run with the land and burden and bind the property described in Schedule A (including the Lots and Completed Residences) for and during the period specified herein, and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, executors, administrators, successors, and assigns forever, and shall inure to the benefit of each Owner in said Clover Estates Subdivision.

ARTICLE I

DEFINITIONS

Section 1 “Association” shall mean and refer to CLOVER ESTATES HOMEOWNERS ASSOCIATION, INC. a New York not-for-profit corporation and its successors and assigns. “Board” shall mean and refer to the Board of Directors of the Association.

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

Section 3 “Lot” shall mean and refer to any plot of land shown on the Subdivision Map with the exception of the Common Area. As of the date of this Amended and Restated Declaration, all Lots have been improved with Completed Units (defined below). Accordingly, unless otherwise expressly excluded, any reference herein to a Lot or Lots shall be deemed to include the Completed Unit on such Lot or Lots.

Section 4 “Member” shall refer to a member of the Association, being the Owner(s) of a Completed Unit in the Clover Estates Subdivision.

Section 5 “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. An employee of an entity Owner is not an Owner.

Section 6 “Property” or “Properties” shall mean and refer to the real property and improvements and appurtenances situated within the Clover Estates Subdivision as described in Schedule A, annexed hereto and made a part hereof and all Lots and Completed Units situated

therein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7 “Unit” shall mean and refer to the structure built on any given Lot. A “Completed Unit” shall mean and refer to a Unit improved with a residence for which a Certificate of Occupancy has been issued by the Town of Pittsford, and unless otherwise expressly provided for herein, shall include the Lot on which such Completed Unit is situated. As of the date of this Amended and Restated Declaration, all Lots within the Clover Estates Subdivision have been improved with a Completed Unit.

Other capitalized terms shall have the meaning given to those terms elsewhere in this Amended and Restated Declaration.

ARTICLE II

PROPERTY RIGHTS – OWNER OCCUPANCY

Section 1 Owner’s Easements of Enjoyment Every Owner and the Owner’s family members who reside in the Owner’s Unit shall have a right and easement of enjoyment in and to the Common Area, including any necessary rights of ingress and egress to Owner’s property over the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association, pursuant to its by-laws, to adopt rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) the right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members approving such transfer; No such dedication or transfer shall be effective unless such transfer has been approved by 75% of the Members and their mortgagees;
- (d) the right of invitees and business visitors of any Owner to ingress and egress over those portions of the Common Areas that lie within private roadways;
- (e) the right of the Association to designate certain portions of the Common Area as a Restricted Common Area and as parking lots for vehicles of Owners, their invitees and business guests;
- (f) the right of the Association to designate certain portions of the Common Area as sidewalks for the use of Owners, their invitees and business guests.

Section 2 Owner Occupancy - No Rentals All Lots and the Completed Units thereon shall be exclusively Owner-occupied (as defined below). There shall be no rentals (as defined below) of any kind, whether short-term, long-term or temporary, for any purpose, of any Completed Unit or Lot or any portion thereof.

- (a) For purposes of this provision "Owner-occupied" and "Owner-occupant" shall mean and include occupancy by (i) the record Owner or Owners of a Completed Unit and such record Owner's Family Members ("Family Members" shall mean a spouse or domestic partner, children (biological, adopted or stepchildren), parents, siblings, grandchildren, and legal dependents), or (ii) a parent of an Owner and his or her Family Members, or (iii) a child of an Owner and his or her Family Members, or (iv) a grandchild of an Owner and his or her Family Members. At least one Owner-occupant shall be at least 21 years of age. Where a Lot or Completed Unit is owned or conveyed to an entity (corporation, limited liability company or partnership), only individuals who are the controlling members/shareholders/partners of such entity shall be deemed the Owner for purposes of this Article. Where a Lot or Completed Unit is conveyed to a trust, individuals consisting of the testator(s)/grantor(s) and/or beneficiary(ies) of such trust shall be deemed the Owner for purposes of this Article. In the case of a life estate, the life tenant shall be deemed the Owner for purposes of this Section.
- (b) For purpose of this provision, a "rental" shall mean and include any agreement, license or other arrangement, whether or not the agreement, license or other arrangement requires or includes payment of any compensation, consideration or other valuable benefit to the Owner or anyone else, for the temporary use of a Completed Unit or Lot, or any portion thereof, by someone other than an Owner-occupant as defined in Section 2(a), above. This restriction shall include any exchange of residences with another as well as the short-term or long-term rental of a room or other space within a Completed Unit including but not limited to short-term arrangements, including but not limited to, and for example only, "AirBnB", "Vrbo", "VrboHomeAway" and similar or other short-term rentals for vacation or special event or similar and/or other purposes.
- (c) Nothing contained herein shall be deemed to prohibit occupancy of a portion of a Completed Unit by a guest of an Owner ("guest occupancy") provided that during such guest occupancy the Owner shall also be in occupancy (other than during temporary absences of reasonable duration for work, vacations, healthcare and similar matters), and no payment of any compensation or consideration of any kind is made by or on behalf of the guest for such guest occupancy.
- (d) Failure to comply with this Section shall result in a fine of \$100.00 per day for each day the violation continues after written notice and demand is given by the Association to the Owner, which penalty shall be deemed an approved special assessment per Article V, Section 4, below and shall be a lien on the Lot and Completed Unit pursuant to Article V of this Amended and Restated Declaration.

ARTICLE III

EASEMENTS

Section 1 Easements for Utilities Unless previously modified by an agreement recorded in the Monroe County Clerk's office, all easements granted by the Declarant to all public authorities and utility companies over any part of the Properties are recognized as binding upon the Lots and Completed Units and the Common Area.

Section 2 Other Easements There is hereby created a blanket easement upon, across, over and under all of the Properties, for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master cable television system. By virtue of this easement it is expressly permissible to erect and maintain the necessary transformers or other equipment on the Properties, and to affix and maintain underground electrical or telephone wires and conduits, sewer and water lines on or below any residence or land owned by any Owner. An easement is hereby granted to the Association, its officers, agents and employees, including employees or vendors of any management company having a contract with the Association, over all of the Common Areas and over the unimproved areas of the Lots, to enter any such areas to perform the duties of maintenance and repair of the Common Areas and the Lots (but not the Completed Units located thereon), and to maintain any utilities for which an easement has been granted and to prevent damage to any other residence. For purposes of clarity, the easement granted herein does not authorize entry into an Owner's Completed Unit without the permission of an Owner-occupant thereof, or his, her or its agent, except in the case of an emergency where entry is made with the intent to preserve life and property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

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

Section 2 Voting Rights The Association shall have a single class of voting membership consisting of the record Owner(s) of Lots with Completed Units. When more than one person or entity holds a record ownership interest in any Lot, all such persons or entities shall be Members. However, the vote for a Lot with more than one record Owner shall be cast as a single vote in such manner as the Owners determine among themselves. In no event shall more than one vote be cast with respect to any Lot, nor shall any Member be entitled to more than one vote regardless of the number of Lots he, she or it owns.

ARTICLE V

COVENANT FOR ANNUAL OR SPECIAL ASSESSMENT

Section 1 Creation of the Lien and Personal Obligation for Assessments Each Owner of a Lot within the Properties hereby covenants and agrees, and by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the Lots and Completed Units and shall be a continuing lien upon the Lot and Completed Unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the Owner(s) of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. However, the lien for delinquent assessments shall survive any transfer or change in ownership and may continue to be enforced against the Lot and Completed Unit.

Section 2 Purpose of Assessments Assessments levied by the Association shall be used exclusively to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Area owned by the Association, and to the extent approved by the Board of the Association, to provide seasonal maintenance services to those portions of the Lots located outside of the exterior surfaces of a Completed Unit (such as lawn care and mowing, leaf collection, tree and shrub pruning and driveway snow removal). There shall be no obligation on the part of the Association and no assessments shall be used to maintain, repair, reconstruct, replace or preserve any part of the exterior or interior of any Unit or any decks, patios or other improvements on any Lot.

Section 3 Date of Commencement of Annual Assessments and Due Dates The assessments provided for herein shall be fixed from time to time, but at least annually. The Board of Directors shall fix the amount of the assessments at least thirty (30) days in advance of the annual assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each quarter from the Owner of each Lot one-fourth (1/4) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer, or the Managing Agent, if any, of the Association setting forth whether the assessments on a specified Lot has been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4 Special Assessments for Capital Improvements In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment which may be spread over one or more years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly called for this purpose.

Section 5 Notice and Quorum for Any Action Authorized Under Section 4 Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article V shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Members, in person or by proxy, entitled to cast two-thirds (2/3) of all the votes of the membership shall constitute a quorum.

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

Section 7 Effect of Nonpayment of Assessments and Remedies of the Association Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum prevailing legal rate per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property and such Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure of said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the interest foreclosed at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right and to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium for fire and other hazard insurance. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot, or by renunciation or membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 8 Costs of Enforcement by Association. If the Association or any other Owner successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Amended and Restated Declaration, or the rules and regulations promulgated by the Association, the costs of such action, including reasonable legal fees, shall become a binding, personal obligation of the violator. If such violator is: (1) the Owner or (2) any family member, guest or invitee of the Owner, such costs shall also be a lien upon the Lot owned by such Owner.

Section 9 Subordination of the Association Lien to First Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage given to any bank, savings bank, savings and loan association, pension fund, or other institutional lender of Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgage, or by deed in lieu of foreclosure, given as above provided, shall extinguish the lien of such assessments as to payments which became due prior to the foreclosure sale and transfer. No foreclosure sale or transfer shall relieve

such Lot Owner from liability for any assessments thereafter becoming due or relieve the Lot from the lien thereof.

Section 10 Reserves and Surplus The Association's Board may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary to be desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall not be obligated to spend in any fiscal year all the sums collected in such year, and may carry forward, as surplus, any balances remaining, nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the annual assessment in the succeeding year, but may carry forward the same from year to year.

Section 11 Contractual Authority The Association shall be entitled to contract with any corporation, firm or other entity in the performance of the various duties imposed on the Association hereunder and the performance by any such entity shall be deemed the performance of the Association hereunder.

ARTICLE VI

ALTERATION OF UNITS AND USE OF PROPERTY

Section 1 Alteration to Improvements Once initially constructed improvements have been completed on a Lot, no exterior alteration, addition or modification to these improvements, including landscaping, may be made by an owner or his successor without first obtaining the prior written approval of the Board of Directors of the Association which, in its discretion, may require such reasonable plans and specifications before reviewing any such request for alteration.

Section 2 Advertising and Signs Except for signs erected by or with the permission of the Board, no signs, including "For Sale" signs, or other advertising devise of any nature shall be placed for display to the public on any Lot or other portion of the Property.

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

Section 4 Garbage and Refuse Disposal Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, wood piles, rubbish, refuse, garbage, trash or other waste material (all of which are referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors. All such trash shall be kept within the garage or the owner's home. Trash containers may be placed in the open within 12 hours

of a scheduled pick-up, at such place designated by the Board of Directors or the Architectural Committee so as to provide access to persons making such pick-up. The Board of Directors or the Architectural Committee may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color, and type of containers permitted and the manner of storage of the same on any portion of the Property.

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

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

Section 7 Pets No animals, birds or fowl shall be kept or maintained on any part of the Property other than domesticated dogs, cats, and pet birds (except parrots) in reasonable numbers as pets for pleasure and use of the Owner only (not guests) and not for any commercial use or purpose. All dogs shall be kept on a leash when off its Owners Lot and must not become a nuisance to other residents by barking or other acts. All animals shall be vaccinated and licensed in accordance with current County ordinances. Any animal causing or creating a nuisance or unreasonable disturbance, or that habitually is without being on a leash, shall be permanently removed from the Property upon three (3) days written notice from the Board of Directors. It shall be the responsibility of each and every Owner of an animal which is kept and maintained on any part of the Property to promptly pick up and properly dispose of that Owner's animal's feces.

Section 8 Pet Containment Systems No Owner of a Lot in the Property shall be permitted to install any type of pet containment system, invisible pet containment device or any other electronic animal containment system without first receiving the prior written approval of the Board of Directors of the Association. In the event of such approval, the provisions of Section 7 hereof shall remain in effect, except for animals being kept on a leash while on the Owner's Lot.

Section 9 Dwelling in Other Than Residential Units No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction, or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property except with the consent of the Board of Directors.

Section 10 Television and Radio Antennas, etc. No outside television or radio antennas, nor any satellite dish or disc, or solar panels shall be erected on any Lot, Unit or other portion of the Property except with the consent of the Board of Directors or the Architectural Committee.

Section 11 Residential Use Only The Property shall be used only for residential purposes and purposes incidental and accessory thereto.

Section 12 Commercial and Professional Activity on Property No wholesale or retail business, including any salon, studio, laboratory, home industry, or medical or dental office, shall be conducted in or on any Lot or other portion of the Property, except the conduct of business by telephone or over the internet. The restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

Section 13 Outside Storage Outside storage or parking of all motor vehicles, including cars, trucks, camper bodies, boats, and trailers, shall be prohibited except as may be otherwise permitted by the Association's Board of Directors, (unless prohibited altogether by the applicable zoning requirements). With the exception of motor vehicles owned by visitors or guests temporarily parked in driveways or designated parking areas for visits, all motor vehicles shall be parked in the garages. The Board of Directors shall have the right to tow vehicles at the Owner's expense.

Section 14 Outdoor Repair Work No work on any motor vehicles, boats, or machines of any kind shall be permitted outdoors on the Property, except with the consent of the Board of Directors.

Section 15 Oversized, Commercial, of Unlicensed Vehicles Unless used in connection with repair or maintenance of the Property or a Completed Unit, or unless otherwise consented to by the Board of Directors, the following shall not be permitted to remain overnight on the Property

- (a) commercial vehicles of a weight of one and a half (1-1/2) tons or more
- (b) unlicensed motor vehicles of any type.

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

Section 17 Swimming Pools No inground or above ground swimming pool shall be permitted anywhere on the Property. Hot tubs or similar type structures are not permitted on the Property without the prior approval of the Board of Directors.

Section 18 Mailboxes Mailboxes shall be replaced or repaired only at the direction of and under the supervision of the Board of Directors of the Association. A Unit Owner may make a request for a repair or replacement to his mailbox and such repair or replacement shall be promptly undertaken by the Board of Directors of the Association and the charge for such repair or replacement shall be submitted to and be the responsibility of the Unit Owner. If not paid, such charge shall become a lien against an individual Unit Owner's lot.

Section 19 Garage Doors Except when entering or exiting a garage, a Unit Owner shall keep the garage door closed at all times.

Section 20 Underground Irrigation Systems No owner of a Lot in the Property shall be permitted to install any type of underground irrigation system without first receiving the prior written approval of the Board of Directors of the Association.

Section 21 Window Grilles No owner of a Lot in the Property shall replace, remove or otherwise modify the originally installed window grilles in a Unit.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall, storm or screen doors, mail box, or other structure of any type shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration to a Unit be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, exterior color and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

Insurance and Casualty Damages

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

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

Each Unit Owner should obtain insurance coverage insuring the structure and all other insurable improvements, at his own expense, and for coverage upon his personal property and for his personal liability and any additional insurance required by law.

Premiums for insurance policies purchased by the Board of Directors shall be paid by the Board of Directors and then charged as a common expense to Unit Owners.

The Association may secure such other forms of insurance coverage (including Directors and Officers Liability insurance) as its Board of Directors may from time to time direct, and shall be deemed a common expense.

ARTICLE IX

GENERAL PROVISIONS

Section 1 Declaration Runs with the Land. The covenants and restrictions of this Amended and Restated Declaration shall run with the land of the Clover Estates Subdivision and bind the Property, Lots, Complete Units and Common Areas within the Clover Estates Subdivision. Each person or entity acquiring an interest in a Lot, Unit or other portion of the Property or otherwise occupying any portion of the Property (whether or not the deed or other instrument by such person or entity acquired such interest incorporates or refers to this Amended and Restated 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 this Amended and Restated Declaration including personal responsibility for the payment of all charges that may become liens against his, her or its Lot and which become due while he, she or it is the Owner thereof. Each such person or entity also covenants to incorporate this Amended and Restated Declaration by reference in any deed or other instrument further transferring an interest in such Lot Completed Unit or other portion of the Property.

Section 2 Duration. Unless further amended or terminated as set forth below, the covenants, easements, conditions and restrictions set forth herein shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective heirs, successors and assigns for a period of ten (10) years from the date this Amended and Restated Declaration is recorded in the Monroe County Clerk's Office. Thereafter, unless further amended or modified as set forth below, this Amended and Restated Declaration and the covenants, easements, conditions and restrictions set forth herein shall be automatically extended for successive periods of ten (10) years each.

Section 3 Amendment and Termination. This Amended and Restated Declaration and the covenants, easements, conditions and restrictions as set forth herein and as so extended, may be further amended, restated and/or terminated in whole or in part at any time by the action of the Board of Directors that is thereafter approved by the affirmative vote of the Owners of at least seventy-five percent (75%) of the Lots (with each Lot having one vote regardless of the number of record owners).

Any amendment, restatement or termination of this Amended and Restated Declaration shall become effective upon the recording in the Monroe County Clerk's Office of the instrument evidencing such amendment, restatement and/or termination. Such instrument need not contain the written signatures of the number of Owners required to adopt and approve such amendment, restatement or termination, but shall contain a certification by an officer of the Association that approval of the Association Board and the approval by the percentage of Owners required to approve and authorize such amendment, restatement or termination, have been obtained and the

records thereof filed with the official records of the Association. Upon such recording, such amendment, restatement or termination shall be binding from the date of such recording on all the Property, Lots, Completed Units and Common Area unless otherwise specifically provided in such amendment, restatement or termination.

Section 4 Severability Invalidation of any one of these covenant or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5 Enforcement; Non-Waiver. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the rules and regulations adopted by the Broad. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained or any such rules or regulations shall in no event be deemed a waiver of the right to do so thereafter.

Section 6 Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Amended and Restated 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 Amended and Restated 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 Clover Estates Subdivision 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 7 Notice. Any notice required to be sent to any Owner or mortgagee under the provisions of this Declaration or under applicable law 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 8 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.

Section 9 Headings and Captions. The headings and captions contained in this Amended and Restated Declaration are for convenience only and shall not affect the meaning or interpretation of the content thereof.

Section 10 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.

Section 11 Authorization. Attached hereto is the Certification by an officer of the Association certifying that the signature pages below constitute the signatures of at least ninety percent (90%) of the Owners as required under Article IX, Section 1 of the Original Declaration to amend the Original Declaration.

IN WITNESS WHEREOF, the undersigned, being an officer of Association, signs this Declaration to signify its adoption and approval by the Members as required under the Original Declaration.

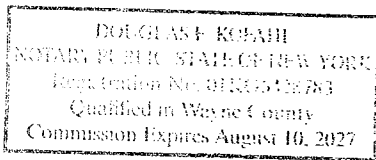
CLOVER ESTATES HOMEOWNERS ASSOCIATION, INC.

By: X *Krestie Utech*
Name: Krestie Utech
Title: President

STATE OF NEW YORK)
COUNTY OF MONROE)

On the 11th day of December in the year 2025 before me, the undersigned, personally appeared Krestie Utech, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Douglas E. Kofahl
Registration No.
01KO6328783
Qualified in Wayne County
Commission Expires August 10, 2027



[Signature]
NOTARY PUBLIC

[Officer Certification and Members signature pages follow]

SCHEDULE A

DESCRIPTION OF CLOVER ESTATES

All that tract or parcel of land containing 13.747 acres, more or less, situate in part of Town Lot 57, Township 12, Range 5, in the Town of Pittsford, County of Monroe, State of New York as shown on a map entitled "Clover Estates Subdivision Plan," prepared by The Sear-Brown Group, having drawing number 15695 SU 1 and being more particularly bounded and described as follows:

Beginning at a point on the easterly right-of-way line of Clover Street – Rt 65 (width varies) at the intersection with the northerly easement line of Connemara Drive, said point being 1,273.28 feet southerly, as measured along said easterly right-of-way line, from the southerly right-of-way line of Tobey Road (49.5' wide); thence

- 1) S 69°31'00"E, a distance of 105.65 feet to a point of curvature; thence
- 2) Southeasterly, along a curve to the right, having a radius of 50.00 feet, through a central angle of 25°00'00", a distance of 21.82 feet to a point of tangency; thence
- 3) S 44°31'00"E, a distance of 39.38 feet to a point of curvature; thence
- 4) Southeasterly and Southerly, along a curve to the right, having a radius of 50.00 feet, through a central angle of 30°00'00", a distance of 26.18 feet to a point of tangency; thence
- 5) S 14°31'00"E, a distance of 16.82 feet to a point of curvature; thence
- 6) Southeasterly, along a curve to the left, having a radius of 50.00 feet, through a central angle of 11°50'10", a distance of 10.33 feet to a point of reverse curvature; thence
- 7) Southerly, along a curve to the right, having a radius of 220.00 feet, through a central angle of 14°34'05", a distance of 55.94 feet to a point; thence
- 8) N 88°58'00"E, a distance of 107.02 feet to a point; thence
- 9) N 48°04'00"E, a distance of 74.70 feet to a point; thence

10) N 11°41'00"E, a distance of 39.42 feet to a point, thence along the southerly line of lands of "Tobey Meadows Section 2" (Liber 302 of Maps, Page 43) for the next (2) two courses:

11) S 45°00'01"E, a distance of 220.00 feet to a point; thence

12) N 89°37'18"E, a distance of 348.00 feet to a point; thence

13) S 00°22'42"E, along the westerly line of Lands of "Tobey Brook Condominium Phase II", a distance of 510.09 feet to a point; thence

14) N 89°47'02"W, along the northerly line of lands now or formerly of Sheikh, Pearson, Viola, and Viola, a distance of 1122.22 feet to a point on the aforementioned easterly right-of-way line of Clover Street, thence along the said right-of-way line the following (2) Two courses:

15) N 15°56'26"E, a distance of 209.53 feet to a point; thence

16) N 20°29'00"E, a distance of 582.00 feet to the Point or Place of Beginning.

Subject to any easements or encumbrances of record.

Schedule A – Tax Account Nos.

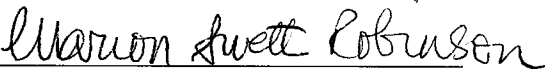
Lot Address	Tax Account No.
2 Kerrygold Way	163.02-5-31
4 Kerrygold Way	163.02-5-32
6 Kerrygold Way	163.02-5-33
8 Kerrygold Way	163.02-5-34
10 Kerrygold Way	163.02-5-35
12 Kerrygold Way	163.02-5-36
14 Kerrygold Way	163.02-5-37
16 Kerrygold Way	163.02-5-38
18 Kerrygold Way	163.02-5-39
20 Kerrygold Way	163.02-5-40
21 Kerrygold Way	163.02-5-41
19 Kerrygold Way	163.02-5-42
17 Kerrygold Way	163.02-5-43
15 Kerrygold Way	163.02-5-44
2 Callahan Court	163.02-5-45
6 Callahan Court	163.02-5-46
7 Callahan Court	163.02-5-47
5 Callahan Court	163.02-5-48
3 Callahan Court	163.02-5-49
1 Callahan Court	163.02-5-50
10 Connemara Drive	163.02-5-51
14 Connemara Drive	163.02-5-52
16 Connemara Drive	163.02-5-53
18 Connemara Drive	163.02-5-54
17 Connemara Drive	163.02-5-55
15 Connemara Drive	163.02-5-56
11 Connemara Drive	163.02-5-57
9 Connemara Drive	163.02-5-58
7 Connemara Drive	163.02-5-59
Clover Street - Vac	163.02-5-60

CERTIFICATION OF MEMBER APPROVAL

The undersigned, being _____ the Secretary of the CLOVER ESTATES HOMEOWNERS ASSOCIATION, INC., (the "Association") do hereby certify pursuant to Article IX, Section 1 of the Declaration of Covenants, Easements, Conditions and Restrictions pertaining to the Clover Estates subdivision recorded in the Monroe County Clerk's Office in Liber 9407 of Deeds at page 106 ("Original Declaration"), that:

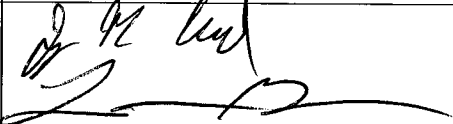
1. The signatures below represent signatures of at least ninety percent (90%) of Owners of Lots in said subdivision who by affixing their signatures have consented to, approved and adopted the Amended and Restated Declaration of Covenants, Easements, Conditions and Restrictions to which this Certification is attached; and
2. The number of Owners signing below equals or exceeds the minimum number required to amend pursuant to Article IX, Section 1 of the Original Declaration.

Dated: December 10, 2025

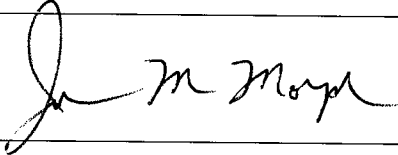

Marion Swett Robinson , Secretary

[Members signature pages follow]

Lot Address	Owner(s)	Owner Signature(s)
2 Kerrygold Way	Patricia H. Wehle, as Trustee of the Patricia H. Wehle Revocable Living Trust u/t/d November 20, 2023	Patricia H. Wehle Trustee
4 Kerrygold Way	Walter T. Parkes, as Trustee of The Revocable Trust of Walter T. Parkes, dated November 5, 2024, as amended and restated	
6 Kerrygold Way	Jay M. Brend Lauren Rogan	
8 Kerrygold Way	MAS Real Estate Holdings, LLC	By: _____ Name: _____ Title: _____
10 Kerrygold Way	John M. Morphy	
12 Kerrygold Way	Marion Swett Robinson	
14 Kerrygold Way	Lester J. Abbamonte Cathleen Abbamonte	
16 Kerrygold Way	Josephine N. Walsh, as trustees of the George and Josephine Walsh Trust dated April 29, 2011	
18 Kerrygold Way	Alan Lohrmann	
20 Kerrygold Way	James Lebeau Susan Lebeau	
21 Kerrygold Way	Jack Rubens Helen B. Rubens	

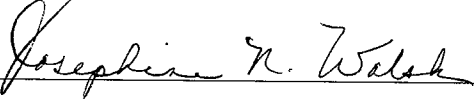
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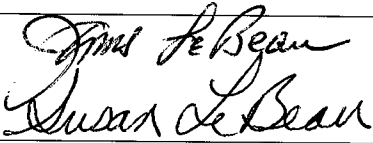
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8 Kerrygold Way	MAS Real Estate Holdings, LLC	By: <u>Marlene Salzman</u> Name: <u>MAS Real Estate Holdings</u> Title: <u>Manager</u> <u>L.L.C.</u>
10 Kerrygold Way	John M. Morphy	
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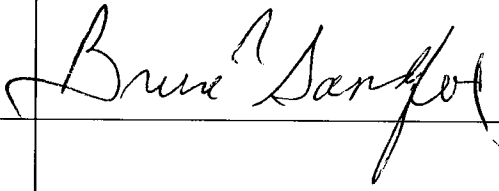
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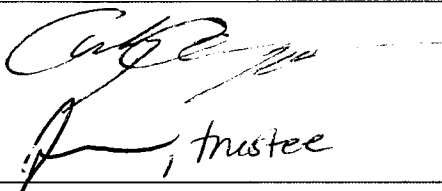
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7 Callahan Court	Jacquelyn A. Pinch	
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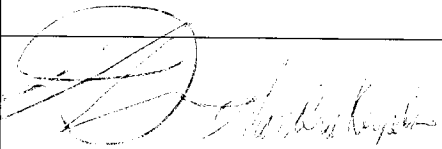
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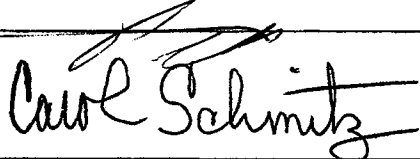
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1 Callahan Court	Brian E. Pasley	
10 Connemara Drive	Anthony J. Rossi Karen B. Rossi	<i>Anthony J Rossi</i> <i>Karen B Rossi</i>
14 Connemara Drive	Sandra Swistak Dan Kerpelman	
16 Connemara Drive	David C. Heiligman Barrie Heiligman	

19 Kerrygold Way	Krestie Utech	
17 Kerrygold Way	Thomas L. Walters Nancy B. Walters	
15 Kerrygold Way	Bruce Sandford	
2 Callahan Court	Deborah J. Cowan	
6 Callahan Court	Jamie J. Welch Andrew Aruzza	
7 Callahan Court	Jacquelyn A. Pinch	
5 Callahan Court	Sherry Goldstein	
3 Callahan Court	Charles F. Burkwit Carol B. Burkwit	
1 Callahan Court	Brian E. Pasley	
10 Connemara Drive	Anthony J. Rossi Karen B. Rossi	
14 Connemara Drive	Sandra Swistak Dan Kerpelman	
16 Connemara Drive	David C. Heiligman Barrie Heiligman	

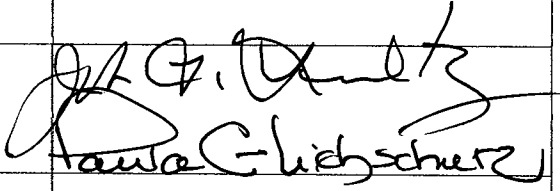
19 Kerrygold Way	Krestie Utech	
17 Kerrygold Way	Thomas L. Walters Nancy B. Walters	
15 Kerrygold Way	Bruce Sandford	
2 Callahan Court	Deborah J. Cowan	
6 Callahan Court	Jamie J. Welch Andrew Aruzza	
7 Callahan Court	Jacquelyn A. Pinch	
5 Callahan Court	Sherry Goldstein	
3 Callahan Court	Charles F. Burkwit Carol B. Burkwit	
1 Callahan Court	Brian E. Pasley	
10 Connemara Drive	Anthony J. Rossi Karen B. Rossi	
14 Connemara Drive	Sandra Swistak Dan Kerpelman	
16 Connemara Drive	David C. Heiligman Barrie Heiligman	<i>David C. Heiligman</i> <i>Barrie Heiligman</i>


18 Connemara Drive	Peter Schmitz Carol Schmitz	
17 Connemara Drive	Elsbeth J. Kozel	
15 Connemara Drive	15 Connemara LLC	By: _____ Name: _____ Title: _____
11 Connemara Drive	Gregor N. Macmillan Patricia M. Macmillan	
9 Connemara Drive	John F. Liebschutz Paula G. Liebschutz	
7 Connemara Drive	Josephine M. Tan	
Clover Estates Homeowners Association, Inc.	Clover Estates Homeowners Association, Inc.	By: _____ Name: _____ Title: _____

18 Connemara Drive	Peter Schmitz Carol Schmitz	
17 Connemara Drive	Elsbeth J. Kozel	<i>Elsbeth J. Kozel</i>
15 Connemara Drive	15 Connemara LLC	By: _____ Name: _____ Title: _____
11 Connemara Drive	Gregor N. Macmillan Patricia M. Macmillan	
9 Connemara Drive	John F. Liebschutz Paula G. Liebschutz	
7 Connemara Drive	Josephine M. Tan	
Clover Estates Homeowners Association, Inc.	Clover Estates Homeowners Association, Inc.	By: _____ Name: _____ Title: _____

18 Connemara Drive	Peter Schmitz Carol Schmitz	
17 Connemara Drive	Elsbeth J. Kozel	
15 Connemara Drive	15 Connemara LLC	By: _____ Name: <u>Susan N. Marshall</u> Title: <u>4/22/25</u> <u>owner</u>
11 Connemara Drive	Gregor N. Macmillan Patricia M. Macmillan	
9 Connemara Drive	John F. Liebschutz Paula G. Liebschutz	
7 Connemara Drive	Josephine M. Tan	
Clover Estates Homeowners Association, Inc.	Clover Estates Homeowners Association, Inc.	By: _____ Name: _____ Title: _____

18 Connemara Drive	Peter Schmitz Carol Schmitz	
17 Connemara Drive	Elsbeth J. Kozel	
15 Connemara Drive	15 Connemara LLC	By: _____ Name: _____ Title: _____
11 Connemara Drive	Gregor N. Macmillan Patricia M. Macmillan	<i>Gregor N. Macmillan</i> <i>Patricia M. Macmillan</i>
9 Connemara Drive	John F. Liebschutz Paula G. Liebschutz	
7 Connemara Drive	Josephine M. Tan	
Clover Estates Homeowners Association, Inc.	Clover Estates Homeowners Association, Inc.	By: _____ Name: _____ Title: _____

18 Connemara Drive	Peter Schmitz Carol Schmitz	
17 Connemara Drive	Elsbeth J. Kozel	
15 Connemara Drive	15 Connemara LLC	By: _____ Name: _____ Title: _____
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Clover Estates Homeowners Association, Inc.	Clover Estates Homeowners Association, Inc.	By: _____ Name: _____ Title: _____

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15 Connemara Drive	15 Connemara LLC	By: _____ Name: _____ Title: _____
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18 Connemara Drive	Peter Schmitz Carol Schmitz	
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9 Connemara Drive	John F. Liebschutz Paula G. Liebschutz	
7 Connemara Drive	Josephine M. Tan	
Clover Estates Homeowners Association, Inc.	Clover Estates Homeowners Association, Inc.	By: <u>Krestie Utech</u> Name: <u>KRESTIE UTECH</u> Title: <u>President</u>