

Filed by:
Beth Ela Wilkens
9 Woodbury PL
Rochester, NY 14618

RECORDED
Time: 3:00pm

JAN 08 2026

Monroe County Clerk's Office

AMENDMENT 10 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED IN THE MONRE COUNTY CLERK'S OFFICE ON OCTOBER 16, 1985 IN BOOK 6792, PAGE 144, AS
PREVIOUSLY AMENDED BY INSTRUMENTS FILED WITH THE MONROE COUNTY CLERK

This Amendment No. 10 is made to the Declaration of Covenants, Conditions and Restrictions. made the 14th day of October 1985, by RYAN HOMES, INC., and JAMES L. GARRETT CO.. INC., and recorded in the Monroe County Clerk's Office on October 16, 1985 in Book 6792 at page 144 (the Declaration).

WHEREAS, pursuant to Article XII, Section 1 of the Declaration at least seventy-five percent of all of owners (as defined in the Declaration) have authorized the officers of the Board of Directors of the Estate Homeowners' Association, Inc. (the Board) to incorporate herein their signatures by reference, thereby signing this amendment, and have authorized the Board to execute this Amendment No. 10 as and for them and on their behalf;

NOW THEREFORE, Article V section 2 and Article VI of the Declaration are hereby amended to read in their entirety as follows, and Amendment 9 to the Declaration is hereby corrected a set forth below:

ARTICLE V
COVENANT FOR ANNUAL OR SPECIAL ASSESSMENT

Section 2. Purpose of Assessments; Annual Assessments and Special Assessments. Annual and special assessments levied by the Association shall be used exclusively (i) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Area owned by the Association, exclusively for the benefit of its members, their guests, tenants and invitees; and (ii) to maintain, repair, reconstruct, replace and preserve, on a non-profit basis the Lots, and the improvements constructed thereon, for the purpose of preserving the exterior appearance and configuration of said Lots and Homes:

- (a) including, but not limited to: foundations, all exterior (outside) walls, exterior face of chimney, roof and roofing members, facia and exterior trim, gutters and down spouts, driveways, parking areas, trees, shrubs and grasses in front and street-facing areas so identified as Association responsibility in Association records, and other exterior improvements,
- (b) excluding, nevertheless, all windows (including without limitation, glass replacements or breakage, casements, head, windowsills, jambs, aprons, casings, mullions/grilles, sashes, panes, rails, locks, lifts, hardware, weatherstripping, balances, window screens, and window cleaning), exterior doors and weatherstripping, exterior steps and railings, storm doors, sliding glass doors, French doors, screen doors, skylights (except roof flashing around skylight), patio areas, courtyards (except courtyard walls), atriums and/or decks, shrubs and grasses not in front and street-facing areas so designated as owner responsibility in Association records, and sidewalks and walkways wherever located.

Except for the structural portion of the exterior walls and roof members, there shall be no obligation on the part of the Association to maintain, repair, reconstruct, replace, or preserve any part of the interior of any Home or any fixtures or mechanical system (including but not limited to chimney, lighting, plumbing, heating, and air-conditioning, internet, and cable) for any Owner. The above obligation shall not include any maintenance, repairs or replacements caused by fire or other casualty to a Home, except as provided under Article VII, Section 3, and Article XI.

ARTICLE VI EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows:

- (a) including, but not limited to painting, repairing, replacing and care of foundations, all exterior (outside) walls, exterior face of chimney, roof and roofing members, facia and exterior trim, gutters and down spouts, driveways, parking areas, trees, shrubs and grasses in front and street-facing areas so identified as Association responsibility in Association records, and other exterior improvements,
- (b) excluding, nevertheless, all windows (including without limitation, glass replacements or breakage, casements, head, windowsills, jambs, aprons, casings, mullions/grilles, sashes, panes, rails, locks, lifts, hardware, weatherstripping, balances, and window screens, and window cleaning), exterior doors and weatherstripping, exterior steps and railings, storm doors, sliding glass doors, French doors, screen doors, skylights, patio areas, courtyards (except courtyard walls), atriums and/or decks, internet and cable, shrubs and grasses not in front and street-facing areas so identified as owner responsibility in Association records, sidewalks and walkways wherever located.

Except for the structural portion of the exterior walls and roof members, there shall be no obligation on the part of the Association to maintain, repair, reconstruct, replace, or preserve any part of the interior of any Home or any fixtures or mechanical system (including but not limited to chimney, lighting, plumbing, heating, air-conditioning, internet, and cable) for any Owner. In the event the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance and repairs shall be added to and become part of the assessment to which such Lot is subject. The above obligation does not include any maintenance or repairs caused by fire or other casualty to the premises owned individually by members of the Association.

AMENDMENT 9

The reference in Declaration Amendment 9 to amending Article 11, Section 1, subparagraph (g) of the Declaration is hereby corrected to be a reference to amending Exhibit C of the Declaration (Bylaws), Article IV, Section G subparagraph 15. The text of the amendment, which follows, is unchanged:

Article IV (G)

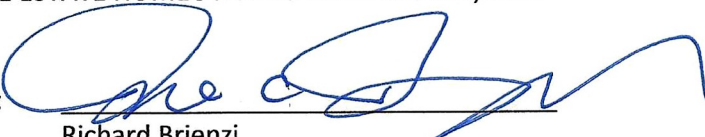
15. To convey to a Unit Owner title to any part of the Common Area lying within the Block upon which the Unit has been built. not to exceed, however, 7% of the square footage of the living area of the Unit, for the sole purpose of enlarging the living area of the unit, upon such terms and conditions recommended by the Board of Directors in its sole discretion, subject to approval with the written consent of the Owners of at least two-thirds of the units; provided that all costs and expenses incident to such conveyance and to the construction of the

enlargement of the Unit shall be the responsibility of the Unit Owner. The living area of a Unit shall not include garage, storage, or unfinished area of a basement, as determined by the Board of Directors.

In all other respects, the Declaration is re-affirmed and in full force and effect.

IN WITNESS WHEREOF, this Amendment is hereby executed by the President of The Estate Homeowners' Association, Inc. on behalf of the consenting owners.

THE ESTATE HOMEOWNERS' ASSOCIATION, INC.

By: 
Richard Brienzi
President

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

On this 29 day of December, 2025, before me the undersigned, a notary public in and for said state; personally appeared Richard Brienzi, 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 on behalf of which the individual acted, executed the instrument.


Notary Public
Commission: 02WI4836668

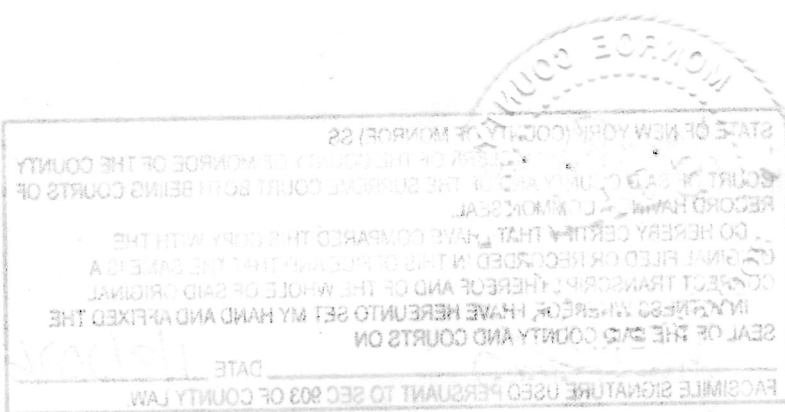
BETH ELA WILKENS
Notary Public, State of New York
Monroe County
Commission Expires Aug 31, 2029

David Jacobstein, as Secretary of The Estate Homeowners' Association, Inc., hereby certifies that the above amendment was executed on behalf of and pursuant to authority given by the requisite 75% of owners, whose signature pages are on file with the Board of Directors.


David Jacobstein
Secretary

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND1 situate in the Town of Pittsford, County of Monroe and State of New York, consisting of The Estate Subdivision as shown on a map of said subdivision filed in the Monroe County Clerk's Office in Liber 230 of Maps, at pages 65, 66 and 67.



STATE OF NEW YORK (COUNTY OF MONROE) SS
I, Christina CLERK OF THE COUNTY OF MONROE OF THE COURTS OF
COURT OF SAID COUNTY AND OF THE SUPREME COURT BOTH BEING OF THE COURTS OF
RECORD HAVING A COMMON SEAL
DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE
ORIGINAL FILED OR RECORDED IN THIS OFFICE AND THAT THE SAME IS A
CORRECT TRANSCRIPT THEREOF AND OF THE WHOLE OF SAID ORIGINAL
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE
SEAL OF THE SAID COUNTY AND COURTS ON
DATE 11/8/2006
FACSIMILE SIGNATURE USED PURSUANT TO SEC 903 OF COUNTY LAW



MONROE COUNTY CLERK'S OFFICE IN THE STATE OF NEW YORK
NEW YORK COUNTY OF THE STATE OF NEW YORK
ALL THAT PART OF MONROE COUNTY, NEW YORK, WHICH IS

THE DATE



MONROE COUNTY – STATE OF NEW YORK
JAMIE ROMEO, COUNTY CLERK
39 W. MAIN ST, ROOM 101
ROCHESTER, NEW YORK 14614
PHONE: 585-753-1600

Receipt

Receipt Date: 01/08/2026 03:00:23 PM
RECEIPT # 4434027

Recording Clerk: JI
Cash Drawer: CASH12
Rec'd Frm: BETH ELA WILKENS

Instr#: 202603372185 Bk/Pg: 13160/769
DOC: AMENDMENT TO DECLARATION
DEED STAMP: 8350
OR Party: ESTATE HOMEOWNERS ASSOCIATION
INC
EE Party: ESTATE HOMEOWNERS ASSOCIATION
INC

Recording Fees	
Cover Page	\$5.00
Recording Fee	\$40.00
Cultural Ed	\$14.25
Records Management - County	\$1.00
Records Management - State	\$4.75
TP584	\$5.00

Transfer Tax	
Transfer Tax - State	\$0.00

DOCUMENT TOTAL: ---->	\$70.00
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Misc Fees	
FTL Copy	\$5.00

Receipt Summary	
Document Count: 1	
TOTAL RECEIPT: ---->	\$75.00
TOTAL RECEIVED: ---->	\$75.00

CASH BACK: ---->	\$0.00
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PAYMENTS	
Credit Card 03700C ->	\$75.00