



## Ontario County Clerk Recording Page

### Return To

WOODS OVIATT GILMAN LLP  
700 CROSSROADS BLDG 2 STATE STREET  
ROCHESTER, NY 14614

### **Matthew J. Hoose, County Clerk**

Ontario County Clerk  
20 Ontario Street  
Canandaigua, New York 14424  
(585) 396-4200

Document Type: **DECLARATION**

Receipt Number: 367558

Grantor (Party 1)	
DRUMLINS HOMEOWNERS ASSN	
Fees	
Recording Fee	\$20.00
Pages Fee	\$40.00
State Surcharge	\$20.00
Notation Fee	\$0.50
Total Fees Paid:	\$80.50

Grantee (Party 2)	

Control #: 201806260160

Property located in **Town of Victor**

Refers To	
D 00865 0173	

State of New York  
County of Ontario

Recorded on June 26th, 2018 at 2:03:35 PM  
in Liber **01409** of **Deeds**  
beginning at page **0432**, ending at page **0439**,  
with a total page count of **8**.

Ontario County Clerk

*This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York*

Record and return to:  
James J. Bonsignore, Esq.  
Woods Oviatt Gilman, LLP  
2 State Street – 700 Crossroads Bldg.  
Rochester, New York 14614

## FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This First Amendment to the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Drumlins Homeowners' Association dated July 24, 1987 and recorded August 12, 1987 in the Ontario County Clerk's Office in Liber 865 of Deeds at Page 173, is hereby made by the Drumlins Homeowners' Association, Inc. (the "HOA"), a New York not-for-profit corporation having its principal place of business c/o Crofton Perdue Associates, Inc., 111 Marsh Road, Pittsford, New York, 14534.

The Declaration is hereby amended as follows:

1. Article I of the Declaration is hereby amended to add the following definitions:

Section 9: "Deck" shall mean and refer to a flat, roofless platform and adjoining a Unit, whether at ground level or raised, and including any steps thereto, that is constructed either of wood or of similar, composite material approved by the Board of Directors of the Association in accordance with Article IX hereof.

Section 10: "Porch" shall mean and refer to a covered shelter projecting in front of the entrance to a Unit.

Section 11: "Patio" shall mean and refer to a paved outdoor area adjoining a Unit, at ground level, that is constructed of stone, concrete, tile or brick.

2. Article V, Section 2 of the Declaration is hereby deleted and replaced in its entirety with the following:

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively (i) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Area owned by the Association, exclusively for the benefit of its members, their guests, tenants and invitees; and (ii) to maintain, repair, reconstruct, replace and preserve, on a non-profit basis, the Lots, and the improvements constructed thereon, for the purpose of preserving the exterior appearance and configuration of said Lots and Units, including, but not limited to, all exterior (outside) walls, including window casements, exterior chimneys, exterior doors, roof and roof members, fascia and exterior trim, gutters and downspouts, driveways, the maintenance of sidewalks, steps and porches, parking areas, trees, shrubs and grasses, and other exterior improvements, all of which shall be the responsibility of the Association as set forth in Article VI hereof.

Town of Victor

In accordance with Article VI hereof, the following are specifically **excluded** from the Association's maintenance obligations set forth herein: any and all window and/or door glass replacement, repair of any/all window and/or door glass breakage, window screens, storm and screen doors, decks, patios, and the snow shoveling of sidewalks, steps and porches (if any) all of which shall be the sole responsibility of the respective Owner. Further, the Association shall have no obligation to maintain, repair, reconstruct, replace or preserve any part of the interior of any Unit, any fixtures or mechanical systems (including but not limited to heating, chimney, lighting, plumbing, and/or air-conditioning systems) for any Owner.

If, after fifteen (15) days written notice from the Association, an Owner shall continue to fail in any of its obligations as contained herein, including but not limited to maintaining and keeping clean those items for which the Owner is responsible, the Association may perform such maintenance and cleaning and charge the expense thereof to the Owner, which charge shall be added to the assessment of such Owner's Lot.

The Association's obligations as contained in this Article V, Section 2 shall not include any maintenance, repairs or replacements in or to any Unit caused by fire or other casualty to such Unit, except as otherwise provided under Article VII, Section 3, and Article X of this Declaration.

3. Article VI of the Declaration is hereby deleted and replaced in its entirety with the following:

#### **ARTICLE VI EXTERIOR MAINTENANCE**

In addition to maintenance of the Common Area, the Association shall be obligated to provide exterior maintenance upon each Lot, including lawn mowing maintenance, repair and/or replacement of all exterior (outside) walls, including window casements, exterior chimneys, exterior doors, roof and roof members, facia and exterior trim, gutters and downspouts, driveways, the maintenance of sidewalks, steps and porches, parking areas, trees, shrubs and grasses, and other exterior improvements.

The following are specifically **excluded** from the Association's maintenance obligations set forth herein: any and all window and/or door glass replacement, repair of any/all window and/or door glass breakage, window screens, storm and screen doors, decks, or patios, and the snow shoveling of sidewalks, steps and porches (if any), all of which shall be the sole responsibility of the respective Owner. Further, the Association shall have no obligation to maintain, repair, reconstruct, replace or preserve any part of the interior of any Unit, any fixtures or mechanical systems (including but not limited to heating, chimney, lighting, plumbing, and/or air-conditioning systems) for any Owner.

If, after thirty (30) days written notice from the Association, an Owner shall continue to fail in any of its obligations as contained herein, including but not limited to maintaining and keeping clean those items for which the Owner is responsible, the Association may perform such maintenance and cleaning and charge the expense thereof to the Owner, which charge shall be added to the assessment of such Owner's Lot.

The Association's obligations as contained in this Article VI shall not include any maintenance, repairs or replacements in or to any Unit caused by fire or other casualty to such Unit, except as otherwise provided under Article VII, Section 3, and Article X of this Declaration.

4. Article IX of the Declaration is hereby deleted and replaced in its entirety with the following:

#### **ARTICLE IX ARCHITECTURAL CONTROL**

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

5. Article XI, Section 1 of the Declaration is hereby deleted and replaced in its entirety with the following:

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any property subject to this Declaration, their respective heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded in the Ontario County Clerk's Office. After such time, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument, approved by not less than seventy-five percent (75%) of the Owners in writing and by which they agree to change said covenants and restrictions in whole or in part, has been recorded in the Ontario County Clerk's Office. This Declaration may be amended during the first thirty (30) year period by an instrument, signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument approved

by not less than seventy-five percent (75%) of the Owners in writing. Any amendment must be recorded in the Ontario County Clerk's Office to be effective.

**IN WITNESS WHEREOF**, the HOA has executed this First Amendment to Declaration of Covenants, Conditions and Restrictions as of the 25<sup>th</sup> day of JUNE, 2018.

**[Remainder of page intentionally left blank.]**

**[Signatures and acknowledgments contained on the following pages hereof.]**

**[Signature Page to First Amendment to  
Declaration of Covenants, Conditions and Restrictions]**

**Drumlins Homeowners' Association, Inc.**

By: Ronald E. Uhlig  
RONALD E. UHLIG, President

STATE OF NEW YORK     )  
                                      ) SS:  
COUNTY OF ONTARIO     )

On the 25<sup>th</sup> day of June in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared Ronald E. Uhlig, 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.

**MARY W. LIGHTSEY**  
Notary Public, State of New York  
Ontario County Reg #01LI5035388  
My Commission Expires 10/31/18

Mary W. Lightsey  
Notary Public

The undersigned, as Secretary of the Drumlins Homeowners' Association, Inc. hereby certifies that at a meeting of Owners held on June 25, 2018, duly called and held and at which a quorum was present, in person or by proxy, this First Amendment to Declaration of Covenants, Conditions and Restrictions was approved by the Owners of at least seventy-five (75%) percent of the Lots of the HOA. Owner signature pages are on file with the HOA Board of Directors.

Robert L. Lowenthal, Jr.  
Secretary Robert L. Lowenthal, Jr.

STATE OF NEW YORK     )  
                                      ) SS:  
COUNTY OF ONTARIO     )

On the 25<sup>th</sup> day of June in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared Robert L. Lowenthal, Jr. 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.

Mary W. Lightsey  
Notary Public

**MARY W. LIGHTSEY**  
Notary Public, State of New York  
Ontario County Reg #01LI5035388  
My Commission Expires 10/31/18

**DRUMLINS HOMEOWNERS' ASSOCIATION**

FIRST NAME	LAST NAME	No.	ADDRESS	Phone	Email	Approve Deck Amendment?
James	Budd	1	Brookline Ave.	742-3095 H 402-6446 C	bills-fan@msn.com	Yes
James Joan	Meehan Meehan	2	Brookline Ave.	924-5679 Jim's Cell: 216-7334	hmjny@rochester.rr.com, holland924@aol.com	Yes
Barbara	Fulle	4	Brookline Ave.		belasik@yahoo.com	Yes
Mary W. Elaine	Lightsey Palumbo	5	Brookline Ave.	924-5628 H Mary's cell: 317-5306 Mary's work: 394-3930 Elaine's cell: 943-5628 Elaine's work: 295-6462	mwalg@aol.com, eapal52@aol.com	Yes
Sara	Rexford	7	Brookline Ave.	330-8277	workitec@rochester.rr.com	yes
James	Banks	8	Brookline Ave.	924-1995	mrkicks@frontiernet.net	yes
Kent & Ann	Larsen	2	Cambridge Circle	742-2061	klarsen2@rochester.rr.com	Yes
Gary & Annette	Preston	6	Cambridge Circle	239-454-1584FL 315-585-9578H 585-398-8050	geacpreston@rochester.rr.com	Yes
William & Mary	Lupton	10	Cambridge Circle	869-5744 H 662-7575 C	blupton2@gmail.com	Yes
Patrice Norine	Perez Rausch	12	Cambridge Circle	924-3672 732-0260 (C)	pperez5239@aol.com	Yes
Kevin	Ebeling	16	Cambridge Circle	742-1246	kebeling1@gmail.com	Yes
Melissa Michael	Salgado Keefe	18	Cambridge Circle	732-6676 Mel 269-8983 Mike	mmz0610@gmail.com, mkeefe01@rochester.rr.com	Yes
Emma L.	Ricci	24	Cambridge Circle	739-3408	emma_ricci@pittsford.monroe.edu, edoublema@rochester.rr.com	yes
Gregory	Barnard	26	Cambridge Circle	924-8631 H 329-8331 C	gbarnard6811@hotmail.com	Yes
Rodney	Bundschuh	28	Cambridge Circle	734-4461C 473-8530W	rodney@bestvolvo.com	yes
Thomas	Walker	2	Medford Way	924-7755 H 880-2780 C	TWALKER11@rochester.rr.com	Yes
Kay	Arnold	3	Medford Way	924-5827	kpall1053@gmail.com	Yes
James R. & Roxanne	Myers	5	Medford Way	703-0551 c Roxie 703-4428 c Jim	jmyers5@rochester.rr.com	Yes
Ronald & Sandi	Uhlig	6	Medford Way	943-1788 (Ron) 943-9940 (Sandi)	ron@rsuhlig.com, sandi@rsuhlig.com	Yes
Harriett David	Neville Mitchel	7	Medford Way	314-8140	hneville@att.net	yes
Nick	Cassidy	9	Medford Way	924-3288	njccto@rochester.rr.com	Yes
Loren & Barbara	Dupra	11	Medford Way	924-7795	bdupra4809@gmail.com	Yes
Vincent & Sue	Rizzo	13	Medford Way	385-6126 737-6347 Sue cell 455-2952 Vince cell	vrizzo17@yahoo.com, srizzo49@yahoo.com	Yes
Wayne & Sherry	Klump	17	Medford Way	924-7514 313-5351 Sherry cell 313-7605 Wayne cell	wayneklump@gmail.com, sherryklump@gmail.com	Yes
Rhoda	Staab	19	Medford Way	924-4696	rstaab@rochester.rr.com	Yes
Joyce	Hendricks	1	Waltham Street	398-7451		yes
Judy	Reader	3	Waltham Street	739-9149	judy.reader@gmail.com	yes
Richard & Linda	Exton	9	Waltham Street		rexton@rochester.rr.com	Yes
Norman & Ann Marie	Pipa	1254	Wellington Dr.	869-5041 H 576-4508 C	polishpipa9@yahoo.com	Yes
Lisa	Roberts	1256	Wellington Dr.	924-8851	erobert2@rochester.rr.com	Yes
Michael V. Kyle	Vanwert Trenshaw	1258	Wellington Dr.			Yes
Robert	Lowenthal	1260	Wellington Dr.	742-3158 H 752-7872 C 742-3158 W	bob.lowenthal68@gmail.com, rlowenth@rochester.rr.com	Yes
Vince & Barb	Starr	1266	Wellington Dr.	585-398-2559 Land 203-512-7177 C Barb	starrbarbara63@gmail.com, vincestarr@gmail.com	Yes
David & Judy	Luitweiler	1268	Wellington Dr.	924-5022 H 967-3007 C	rochdave@rochester.rr.com	Yes
Glenn & Luisa	Cooke	1270	Wellington Dr.	742-2135 H 269-4939 C	gcooke1@rochester.rr.com	Yes
Lorraine	Sandford	1275	Wellington Dr.	924-5538 H 797-5277 C	lorr1350@yahoo.com	Yes
Robert & Nancy	Zavaglia	1277	Wellington Dr.	721-5363 C	nancyzavaglia@yahoo.com	Yes

# DRUMLINS HOMEOWNERS' ASSOCIATION

Michael V.	Bell	1314	Wellington Dr.	742-2102 H 742-1990 W	mbellmvp@frontiernet.net	Yes
Michael & Pauls	Datthyn	1316	Wellington Dr.			Yes
Kate	Murphy	1319	Wellington Dr.	734-4578	murphy.kate.e@gmail.com	Yes
Richard & Anne	Haller	1322	Wellington Dr.	742-3934 H 261-1931 C	richhaller1@gmail.com	Yes
John (Jack)	Balinsky	1329	Wellington Dr.	738-8647 H 328-3228 x1323 W	balinsky@dor.org	Yes
MaryAnn	Turner	1331	Wellington Dr.	924-3502	maturner1331@yahoo.com	Yes