

March 15, 2026

This 39-page document comprises the Declaration of Covenants, Conditions, and Restrictions (CCRs) for the Drumlins II Homeowners Association that are currently in effect. It includes three legal documents that are on file with Ontario County: the First Amended CCR and two subsequent Amendments, as follows:

1. First Amended Declaration of Covenants, Conditions and Restrictions, dated June 15, 2005.

Note: This document superseded and replaced the original CCRs dated October 10, 2003.

2. Third Amended Declaration of Covenants, Conditions and Restrictions, dated September 23, 2009. This Amendment affects:
 - a. Article VII Maintenance
 - b. Article VIII Use of Property

3. Amendment to the Declaration of Covenants, Conditions and Restrictions, dated July 12, 2012. This Amendment affects:
 - a. Article X Insurance & Casualty Damage

Note: This Amendment superseded and replaced the entire Second Amended Declaration of Covenants, Conditions and Restrictions, dated November 29, 2007.

Drumlins II HOA Board of Directors

Bill Poehlmann - President

Darryl Russell - Treasurer

Deborah Gober-Beneze - Secretary

Terry Braman - Member at Large

Roz Cassano - Member at Large

Ontario
Clerk's

ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE



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D 1106/172 I

Return To:

HISCOCK AND BARCLAY
221 S WARREN STREET
SYRACUSE NY 13221

7203 RAWSON ROAD LLC

DRUMLINS II HOMEOWNERS ASSN IN
C

Index DEED BOOK
Book 01143 Page 0446
No. Pages 0013
Instrument DECLARATION
Date : 6/29/2005
Time : 4:18:38
Control # 200506290157
IN # IN 2005 008086
Employee ID COUNTER369

RECORDING	\$	45.50
RECORDING	\$	2.00
SURCHARGE	\$	4.75
SURCHARGE	\$	14.25
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
Total:	\$	66.50

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK



670 01241002

**FIRST AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE DRUMLINS HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION, made the 15th day of June, 2005, by 7203 Rawson Road, LLC, hereinafter called "Declarant"

WHEREAS, Declarant is the owner of certain subdivided real property in the Town of Victor, Ontario County, New York, and

WHEREAS, Declarant has subjected the Properties to those certain covenants, agreements, easements, restrictions, charges, and liens pursuant to a Declaration recorded in the Ontario County Clerk's Office on October 14, 2003 in Book 1106 of Deeds at Page 172; and

WHEREAS, certain amendments and clarifications were required to be made to the original Declaration;

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

NOW, THEREFORE, Declarant hereby declares that all of the Properties (and the common area herein described) shall be subject to the following amended easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, burden and bind the Properties for and during the period of time specified hereafter, and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Hiscock & Barclay
221 S. Warren St
Syracuse, NY 13221

**ARTICLE I
NAME AND LOCATION**

The name of the corporation shall be The Drumlins II Homeowners Association, Inc., located at 197 W. Main Street, in the Town of Victor, Ontario County, New York.

**ARTICLE II
DEFINITIONS**

SECTION 1: "Association" shall mean and refer to The Drumlins II Homeowners Association, Inc., its successors and assigns.

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

The Common Area to be owned by the Association at the time of the conveyance of the first lot shall include all of the premises described as "Properties," excepting therefrom the townhome lots, as shown on the map of the Properties filed in the Clinton County Clerk's Office.

SECTION 3: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

SECTION 4: "Declarant" shall mean and refer to 7203 Rawson Road, LLC, its successors and assigns if such successors or assigns shall acquire more than one undeveloped lot from Declarant for the purpose of development.

SECTION 5: "Properties" shall mean and refer to Schedule A, which includes all lots and common areas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 6: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the Properties, with the exception of the Common Areas.

SECTION 7: A "Fine" shall be a sum of money not to exceed ten percent (10%) of the total annual common assessment for an individual lot. A fine may be a penalty.

**ARTICLE III
PROPERTY RIGHTS**

SECTION 1: Owner's Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Common Area, including the 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 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 other than the common access road, by an owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to grant easements in, dedicate or transfer title to the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members approving such transfer. No such dedication or transfer shall be effective unless an instrument agreeing to such a dedication or transfer has been signed by 85% of each class of members and their mortgagees has been recorded.

(d) The right of the Association to designate certain portions of the Common Area as paths, community gardens, specific recreation areas, and parking areas for the use of owners, their invitees and guests. However, invitees and guests are restricted from the use of garden areas, and the parking of trailers, except as permitted under the Rules and Regulations.

(e) The right of invitees and visitors of any owner to ingress and egress over the Common Area.

SECTION 2: Delegation of Use: Owners may delegate, in accordance with the By-Laws and Rules and Regulations, their right of enjoyment to the Common Area to family members, tenants, or contract purchasers who reside on the property.

**ARTICLE IV
EASEMENTS**

SECTION 1: EASEMENTS for UTILITIES. The Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Properties.

SECTION 2: OTHER EASEMENTS. There is hereby created a blanket easement, provided use of said easement does not interfere with any improvements. 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, wastewater, surface water, gas, telephones, electricity, Cable TV, and a master TV antenna system.

By virtue of this easement, it is expressly permissible to erect and maintain the necessary equipment on the Properties, and to affix and maintain electrical or telephone wires and conduits, wastewater, surface water, and water lines, on, above or below any land owned by the Association and/or owners.

An easement is hereby reserved to the officers, agents, or employees of the Association, including the employees of any management company under contract with the Association, over all of the Common Areas, to protect its interest by entrance to any Common Area, and to maintain any utilities for which an easement has been granted.

An easement is hereby reserved to Declarant to enter the Common Areas and Lots during the period of development and sale of the Properties, or any additions to the Properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the development and sale of lots, including,

without limitation, a sales office, storage area, and signs, provided that this does not unreasonably obstruct access by members of the Association.

SECTION 3: PARTY WALLS.

(a) Each wall built as part of the original construction of the Units which shall serve and separate two adjoining Units shall constitute a party wall and , to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Each Owner shall have an easement to enter upon the Lot of an adjacent Owner for the purpose of maintaining or making repairs to a party wall. This easement is to be limited to the area of the other owner's Lot reasonably necessary to effect said repairs , and such easement must be used in a reasonable manner so as not to unnecessarily interfere with the other Owner's enjoyment of his or her Lot. The area where such work is performed is to be restored to its condition prior to entry , as near as possible.

(c) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

(d) If a party wall is destroyed or damaged by fire or other casualty , then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance , any Owner who has used the wall may restore it , and if the other Owner(s) thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in equal proportions, without prejudice , however , to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

(e) Notwithstanding any other provision of this section, to the extent that such damage is not covered and paid by the insurance provided for herein , an Owner who by willful acts or negligence causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(f) The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title."

**ARTICLE V
MEMBERSHIP & 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: The Association shall have two CLASSES OF VOTING MEMBERSHIP

CLASS A Class A members shall be all Owners, with the exception of Declarant. Each Class A member shall be entitled to one vote. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B member(s) shall be the Declarant or its successors or assigns and shall be entitled to one vote for so long as one lot is owned by Declarant. The Class B membership shall cease and be converted to Class A membership when title to all Lots in all phases has been transferred, or 7 years after the first Lot has been conveyed by Declarant, whichever occurs first. Class A members shall not be entitled to vote for members of the Board of Directors until all lots in all phases have been transferred or 7 years after the first Lot is transferred, whichever occurs first.

**ARTICLE VI
COVENANT FOR ASSESSMENTS**

SECTION 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance, of a deed for such Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual common assessments and special assessments. Annual common assessments are for maintenance charges including real estate tax charges for the Common Area. Special assessments shall include the cost of reconstructing those portions of the Common Areas which can not be repaired, and for emergencies as the need therefor arises. All assessments shall be established and collected as hereinafter provided. The covenant in this Section shall not constitute, a guarantee, or promise of any kind by Declarant to pay any assessment, or any other obligation of any Owner, other than Declarant.

The annual common maintenance assessments and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, late charges, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title, unless expressly assumed by them.

In spite of any provision to the contrary in this Article VI, the Declarant shall be obligated to pay only the difference between the amount collected on transferred Lots (which

amount will not exceed the budgeted amount per transferred Lot) and the actual cost of operation of the Association.

SECTION 2: PURPOSE OF ASSESSMENTS. Assessments levied by the Association shall be used exclusively (i) to operate, maintain, repair, improve, construct, reconstruct and preserve the Common Area owned by the Association, exclusively for the benefit of its members, their guests, tenants and invitees, and (ii) to provide service for the individual Lots as described further in this Declaration.

SECTION 3: SPECIAL ASSESSMENTS. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, emergency repair, service or replacement of any 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 4: NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article VI 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 5: RATE OF ASSESSMENT. Annual common and special assessments, shall be fixed at a uniform rate for all Lots, and may be collected on a quarterly or annual basis.

SECTION 6: DUE DATES FOR ANNUAL COMMON & SPECIAL ASSESSMENTS. The Board of Directors shall annually fix the amount of the assessments against each Lot. Written notice of any change in the assessments shall be sent to every owner subject thereto not less than thirty (30) days prior to the effective date of such change.

Due date(s) for payment of assessments shall be the first day of each month or as established by the Board. Payments received after the 10th of the month may, at the discretion of the Board, be subject to a late charge, which charge shall be a percentage of the assessment not to exceed the prime lending rate charged by Canandaigua National Bank and Trust Company at the time of the charge plus three (3) percent.

The Association shall, upon demand of a buyer or seller or their attorney, furnish a certificate signed by an officer of the Association or the Managing Agent, setting forth whether the assessments on a specified Lot have been paid. The Association may assess a reasonable charge for the preparation of any such certificate.

SECTION 7: EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the date said assessment is due shall become a lien against the Lot, and shall bear interest as set

forth in Section 6 above from its due date. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the Lot, and interest, late charges, costs, and reasonable attorney's fees of any such action will be added to the amount of such assessment.

Each such owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such owner personally for the collection of such charge, and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such owner hereby expressly grants to the Association the power of sale in connection with such lien.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all owners. The Association, acting on behalf of the owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

SECTION 8: SUBORDINATION OF THE LIEN TO FIRST MORTGAGES. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not effect the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

SECTION 9: RESERVES AND SURPLUSES. The Association's Board shall establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary or desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall not be obligated to spend in any fiscal year all the sums collected in such year, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the annual assessment in the succeeding year, but may carry forward the same from year to year.

SECTION 10: In spite of any provision to the contrary in this Article VI, the Declarant shall not be liable for the payment of common charges for unsold Lots owned by it. The Declarant shall, however, contribute to the Association that amount equal to the difference between the cost of operating the Association and the assessments collected from owners as set forth in the projected budget.

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 VII MAINTENANCE

Assessments levied by the Association shall be used exclusively (1) to operate, maintain, repair, improve, construct, reconstruct and preserve the Common Area owned by the Association, exclusively for the benefit of its members, their guests, tenants and invitees; and (2) to provide the following services:

maintenance, repair, improvement, and snow plowing of driveways and parking areas:

garbage and trash removal;

snow shoveling of sidewalks and steps;

landscape and maintenance of common areas; and

maintenance of Common Area drainage swales and retention areas for surface water.

establish reserves for driveway/road maintenance, minor exterior painting and repairs and roof replacement.

The above obligation does not include any maintenance or repairs caused by fire or other casualty to the premises owned individually by members of the Association.

ARTICLE VIII USE OF PROPERTY

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

A. A Lot shall be used for single family residential purposes only. For the purpose of this section Single Family Residential shall mean the immediate family and no more than two (2) unrelated adults.

B. The Common Areas shall be used for the use and enjoyment of the Owners, their guests, invitees and assigns.

C. The Board of Directors is empowered to serve written notice of any violations of these restrictions. Such written notice shall be given at least two (2) times. If an Owner fails to comply within five (5) days after receipt of the second notice, the Board of Directors is empowered to assess a fine. A separate fine may be imposed for each violation. Unpaid fines will be considered additional assessments and will become a lien upon the property.

D. THE FOLLOWING SHALL APPLY TO ALL LOTS AND COMMON AREAS

(1) Only one (1) single-family dwelling and garage shall be erected, altered, placed or permitted to remain on any Lot.

(2) Each Member's dwelling and Lot shall be maintained in good repair and overall appearance. If a member fails to maintain his house or Lot in a reasonably well maintained and orderly manner, the Board of Directors may contract for exterior maintenance and any expenses incurred shall be considered additional common charges against the Lot in question.

(3) All private passenger motorized vehicles will be parked and stored in garages or on driveways and not on any other portion of the Lot. Trailers and boats shall be stored in garages or in designated areas. Large vehicles and trailers, other than small private passenger types, shall be parked and stored only at the direction of and with prior written approval of the Board of Directors. Motor vehicles making deliveries or providing services to the Lots are permitted as needed. No part of any Lot or Common Area shall be used continuously for tent camping or the parking of sleeper vans, campers or tent trailers.

(4) The Board of Directors may designate certain portions of the Common Area for use as paths, restricted common areas, community garden areas, specific recreation areas, and parking areas for the use of Owners, their invitees and guests. Invitees and guests may use community garden areas and designated parking areas only as provided in the Rules.

(5) Garbage and rubbish shall not be dumped or allowed to remain on any Lot or Common Area except in accordance with the rules of the Association.

(6) No radio, television or similar towers or antennae shall be erected on any Lot or attached to the exterior of any dwelling. Satellite Dishes up to 14 inches in diameter will be allowed only with prior permission of the Board of Directors, and shall not be placed on the front of the house.

(7) Nothing shall be stored in the Common Areas except with the prior written consent of the Board of Directors.

(8) Motorized vehicles of any kind shall not be allowed on any pedestrian path, except for maintenance vehicles employed by the Association, and except for motorized assistance given to disabled people.

(9) Access to the Common Areas shall be by way of the Common Areas and not through private Lots.

(10) Mobile homes are not permitted on the Properties.

(11) No livestock or animals shall be permitted on any Lot except for two (2) domestic pets not kept for breeding. Pets cannot be kenneled outside.

Section E for protecting restricted areas/wetlands was added to Article VIII by the Third Amended CCRs, dated September 12, 2009. See page 16 of 39.

**ARTICLE IX
ARCHITECTURAL & LANDSCAPE CONTROL**

SECTION 1: Landscape care of the Common Area and the landscaped area of each Lot is the responsibility of and shall be controlled by the Association.

No fence, mailboxes, or walls shall be erected or maintained upon the Properties except those erected at the time of the original construction of the buildings located thereon, or of a substantially similar nature, without the written application to and approval by the Board of Directors.

SECTION 2: No alterations, additions, rebuilding, exterior modification of any kind, or re-painting of the exterior of any building shall be made unless it shall conform in architecture, is similar in material and color to the building as originally constructed, and is approved by the Board of Directors.

SECTION 3: No building, fence, wall or other structure or change in landscaping, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to, and approved in writing as to the harmony of external design and location in relation to surrounding structures by the Board of Directors of the Association.

If an individual Owner wishes to maintain the landscaping of that part of the Owner's Lot within ten (10) feet of the Owner's townhouse foundation that Owner must submit a written request for approval along with a proposed landscape plan to the Board of Directors.

In the event that the Board of Directors fails to approve or disapprove any such request, design or location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and compliance with this Article will be deemed to have been made.

Article X was deleted and replaced
by the Amendment to CCRs,
dated July 12, 2012.
See page 30 of 39.

**ARTICLE X
INSURANCE & CASUALTY DAMAGE**

A. The Association, for the Common Areas and the Townhome Units, will obtain and maintain in force and effect a policy of liability, casualty, and other necessary insurance, in an amount, and with such coverages as are acceptable to the Association.

B. An annual evaluation shall be made by the Board of Directors to determine the adequacy of the insurance.

C. The Owner of any Lot shall be solely responsible for securing public liability, fire, and all insurance necessary to protect his interests as he shall be so advised.

**ARTICLE XI
ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION**

SECTION 1: Declarant, its successors or assigns, shall have the right, without the consent of the members of the Association, to subject additional Properties to this Declaration within seven (7) years of the original date of this instrument, such Properties to be developed substantially as the Properties contained herein.

However, neither Declarant, nor its successors or assigns, shall be bound to make such additions.

Such additions shall be made by recording in the Ontario County Clerk's Office a supplemental Declaration with respect to the additional Properties, which shall extend the scheme of the Declaration to such Properties.

SECTION 2: Additions to the Properties by the Association. Annexation of additional property by other than Declarant shall require the assent of seventy-five percent (75%) of members, at a meeting duly called for this purpose on the same notice, and in the same manner as is required for meetings and voting by the By-Laws.

**ARTICLE XII
GENERAL PROVISIONS**

SECTION 1: Duration & 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 land subject to this Declaration, their respective heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the owners of seventy-five percent (75%) of the Lots has been recorded, agreeing to change such covenants and restrictions, in whole or part.

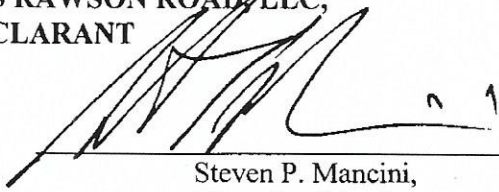
This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than eighty percent (80%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendments must be recorded in the Ontario County Clerk's office to become effective,

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

SECTION 3: Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of this Declaration.

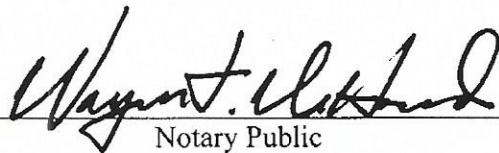
Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Expenses of enforcing the covenants herein contained shall be chargeable to the Owner violating these covenants and the expense so incurred by the Association shall constitute a lien on such Owner's Lot, collectible in the same manner as assessments under the prior provisions hereof.

**7203 RAWSON ROAD, LLC,
DECLARANT**

By: 
Steven P. Mancini,
Managing Member

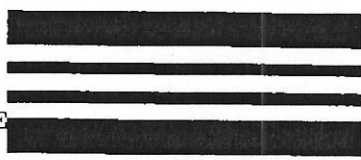
STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

On the 26 day of JUNE in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Steven P. Mancini, 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

WAYNE F. DeHOND
Notary Public, State of New York
Qualified in Monroe County
No. 02DE0903433
My Commission Expires Nov. 30, 2005

14



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D 1106/172 I
D 1132/730 I
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FIX SPINDELMAN BROVITZ AND GOLDMAN
295 WOODCLIFF DRVIE SUITE 200
FAIRPORT NY 14450

7203 RAWSON ROAD LLC
DRUMLINS II HOMEOWNERS ASSN IN
C

Index DEED BOOK
Book 01234 Page 0028
No. Pages 0014
Instrument DECLARATION
Date : 10/16/2009
Time : 8:53:13
Control # 200910160004
IN # IN 2009 013108
T/T # TX 2010 000719
Employee ID CLKSL

RECORDING \$ 93.00
SURCHARGE \$ 4.75
SURCHARGE \$ 14.25
TRANS TAX \$.00
TP-584 \$ 5.00
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\$.00
Total: \$ 117.00

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

TRANSFER TAX

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

TRANSFER AMT \$.00
TRANSFER TAX \$.00

JOHN H. COOLEY
COUNTY CLERK



**THIRD AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
THE DRUMLINS II HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDED DECLARATION is made the rd23 day of September, 2009 by 7203 RAWSON ROAD LLC, hereinafter called "**Declarant**", and by the **DRUMLINS II HOMEOWNERS ASSOCIATION, INC. ("HOA")**;

WHEREAS, **Declarant** and **HOA** are the owners of certain subdivided real property in the Town of Victor, Ontario County, New York (the "Properties"); and

WHEREAS, **Declarant** has subjected the Properties to those certain covenants, agreements, easements, restrictions, charges and liens pursuant to a Declaration recorded in the Ontario County Clerk's Office on October 14, 2003 in Book 1106 of Deeds at page 172, which Declaration was supplemented by Supplemental Declaration recorded in the Ontario County Clerk's Office on December 16, 2004, in Book 1132 of Deeds at page 730, and further amended by a First Amended Declaration recorded in the Ontario County Clerk's Office on June 29th, 2005 in Book of Deeds 1143 at page 446 and a Second Amended Declaration recorded January 9, 2008 in Book of Deeds 1198 at page 607 (together the "Amended Declaration");

WHEREAS, certain amendments are required to be made to the Amended Declaration by the US Army Corps of Engineers ("Corps") in connection with Permit No. 2001-01102 (the "Permit") regarding Federal wetlands on the Properties (the "Wetlands") and the required covenants and restrictions to preserve them;

WHEREAS, the Drumlins II Homeowners Association, Inc. ("HOA") is a New York not-for-profit corporation formed for the purpose described in its Certificate of Incorporation, and owns the common areas of the Properties and is charged with their maintenance and care;

WHEREAS, the HOA will now be responsible for the repair and replacement of the roofs on the homes on the Lots;

NOW THEREFORE, Declarant and the HOA hereby declare as follows:

1. That all of the Properties shall be subject to the following provisions which are for the purpose of protecting the Wetlands and complying with the Permit, and which shall run with, burden and bind the Properties perpetually and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

a. Article VIII of the Amended Declaration regarding "Use of Property" is amended to add a Section E which shall read as follows:

EXHIBIT "D"

"E. The following restrictions shall apply to the "Restricted Area" which is shown on the attached Exhibit A:

- b. There shall be no construction or placing of buildings, fences, signs, billboards or other advertising material or other structures within the limits of the Restricted Area.
- c. There shall be no manipulation or alteration of the Restricted Area without first obtaining Department of the Army authorization.
- d. There shall be no removal, destruction or cutting of vegetation, spraying with herbicides, grazing of domestic animals or disturbance or manipulation of the Restricted Area without first obtaining Department of the Army authorization. Control of nuisance vegetation or any other manipulation within the Restricted Area shall only occur after receiving Corps of Engineer's concurrence that such management practices are necessary to insure the longterm success of the wetland mitigation program.
- e. Declarant and HOA shall limit the use of the Restricted Area to activities that are not inconsistent with the above restrictions. Declarant and HOA reserve to themselves and to their respective successors and assigns all rights accruing from their fee ownership of portions of the Restricted Area, including the right to engage in or permit or invite others to engage in all uses of the Restricted Area that are not expressly prohibited herein or are not inconsistent with the above restrictions.
- f. The Declarant and HOA expressly reserve the right consistent with the Amended Declaration and By-Laws to sell, mortgage, donate or otherwise convey the Restricted Area. Any conveyance shall remain subject to the terms and conditions of the Amended Declaration and the above restrictions and shall bind all future owners, occupants and users of the Properties.
- g. Subject to the Amended Declaration and By-Laws, and the above restrictions, Declarant and the HOA retain the right to maintain, renovate and replace any existing structures, road, trails and other improvements, if any, on the Restricted Area.
- h. Declarant and the HOA, consistent with the terms and conditions of the Amended Declaration and By-Laws and the above restrictions, shall retain the right of unimpeded access to the Restricted Area.

- i. Any notice required under these provisions shall be in writing and shall be deemed to be properly served if sent by personal delivery with receipt, by facsimile or other equivalent or similar means, or by nationally recognized overnight courier or U.S. certified mail, return receipt requested to the following:

Declarant and HOA:
197 West Main Street
Victor, New York 14564

If to the US Army Corps of Engineers:
Regulatory Branch
1776 Niagara Street
Buffalo, New York 14207-3199

- j. Severability. If any portion of the restrictions contained in this Third Amended Declaration are determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect. Provided, however, that should an action be commenced in a court of law to remove, terminate, modify or amend the above restrictions, the party seeking such removal, termination, modification or amendment shall notify the Corps of such action and not object to any attempt by the Corps to appear before and be heard by the court in such action.

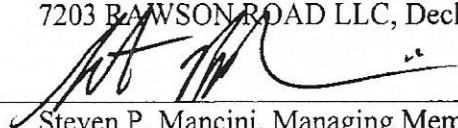
2. The above restrictions shall be covenants running with the land and shall constitute a burden on the Restricted Area and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Restricted Area or of membership interests therein shall be bound to all provisions of this Third Amendment to the Declaration to the same extent as the current parties. Declarant and HOA shall incorporate the terms of this Third Amended Declaration in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Restricted Area.

3. Article VII of the Amended Declaration shall be amended to add a new provision to the list of services to be provided to the Lots by the HOA:

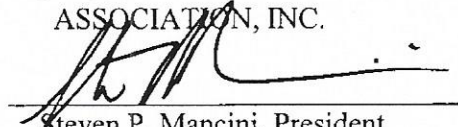
“roof repair and replacement”

The Declaration, as amended, shall remain in full force and effect.

7203 RAWSON ROAD LLC, Declarant

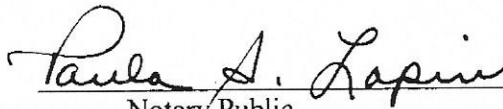
BY: 
Steven P. Mancini, Managing Member

DRUMLINS II HOMEOWNERS
ASSOCIATION, INC.

By: 
Steven P. Mancini, President

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On the 23rd day of September, in the year 2009, before me, the undersigned, a notary public in and for said state, personally appeared Steven P. Mancini, 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

PAULA A. LAPIN
Notary Public, State of New York
No. 4627286
Qualified in Onondaga County
Commission Expires June 30, 20 10

Proposed Description of
a Wetland Mitigation Restricted Area (DR-1)
through Drumlins Townhouses, Section 2
(Federal Wetland #2 & 3)

ALL THAT TRACT OR PARCEL OF LAND containing 3.517 acres more or less, situate in the Town of Victor, County of Ontario, and State of New York, as shown on the drawing entitled "The Drumlins, Conservation Easement Plan," prepared by BME Associates, having drawing number 2134-54, dated August 19, 2009, being more particularly bounded and described as follows:

Beginning at the intersection of the southeasterly boundary line of lands now or formerly of Joseph R. & Jolene T. Dibrango (T.A. #027.002-02-023) with the westerly right-of-way line of Rawson Road (66' Right-of-Way); thence

1. S34°32'17"E, along said westerly right-of-way line, a distance of 280.04 feet to a point; thence
2. S56°26'26"W, a distance of 181.44 feet to a point on the easterly boundary line of Lot 244; thence
3. N47°03'17"W, along said northeasterly boundary line, a distance of 10.29 feet to the northeasterly boundary corner thereof; thence
4. S42°56'43"W, along the northwesterly boundary line of said Lot 244, and along the northwesterly boundary line of Lot 243 and Lot 242, a distance of 106.26 feet to a point; thence
5. S54°38'10"W, continuing along the northwesterly boundary line of said Lot 242 and along the northwesterly boundary line of Lots 241 and 240, a distance of 109.92 feet to a point; thence
6. S44°45'45"W, continuing along the northwesterly boundary line of said Lot 240 and along the northwesterly boundary line of Lot 239, a distance of 98.79 feet to the northeasterly boundary corner of Lot 238; thence
7. S66°45'27"W, along the northeasterly boundary line of Lot 238, a distance of 11.28 feet to a point; thence
8. S25°15'33"W, continuing along the northwesterly boundary line of said Lot 238 and along the northeasterly boundary line of Lot 237, a distance of 102.53 feet to

the northwesterly boundary corner of Lot 236; thence

9. S13°31'08"W, along the westerly boundary line of said Lot 236 and along the westerly boundary line of Lot 235, a distance of 93.44 feet to a point; thence
10. S05°45'16"W, continuing along said westerly boundary line of Lot 235 and along the westerly boundary line of Lots 234 and 233, a distance of 113.77 feet to the northwesterly boundary corner thereof; thence
11. S39°50'26"W, a distance of 13.54 feet to a point on the westerly boundary line of Drumlins Townhouses, Section 2; thence

The following three (3) courses along said westerly boundary line:

12. N50°09'34"W, a distance of 61.19 feet to a point; thence
13. N18°09'34"W, a distance of 110.24 feet to a point; thence
14. N03°26'26"E, a distance of 292.84 feet to a point on the southerly boundary line of lands now or formerly of Gregory D. & Jennifer K. Chudyk (T.A. #027.002-02-019); thence
15. S86°33'31"E, along said southerly boundary line, a distance of 101.76 feet to the southeasterly boundary corner thereof; thence
16. N26°56'26"E, along the easterly boundary line of said lands of Chudyk and along the easterly boundary line of lands now or formerly of Orioli-Deflice LLC (T.A. #027.002-02-020) and lands now or formerly of William L. Jr. & Sueko Mayo Jr. (T.A. #027.002-02-21), a distance of 340.00 feet to the southeasterly boundary corner of lands now or formerly of Patrick & Frances Chan (T.A. #027.002-02-022); thence
17. N50°00'13"E, along the southeasterly boundary line of said lands of Chan and along the southeasterly boundary line of aforementioned lands of Dibrango, a distance of 177.19 feet to the Point of Beginning.

Proposed Description of
a Wetland Mitigation Restricted Area (DR-2)
through Drumlins Townhouses, Section 2
(Federal Wetland #4)

ALL THAT TRACT OR PARCEL OF LAND containing 40,081 square feet more or less, situate in the Town of Victor, County of Ontario, and State of New York, as shown on the drawing entitled "The Drumlins, Conservation Easement Plan," prepared by BME Associates, having drawing number 2134-54, dated August 19, 2009, being more particularly bounded and described as follows:

Commencing at the intersection of the westerly right-of-way line of Rawson Road (66' Right-of-Way) with the northerly right-of-way line of Wellington Drive (60' Right-of-Way); thence

- A. S40°12'33"W, along said northerly right-of-way line, a distance of 34.92 feet to the Point of Beginning; thence
 1. S40°12'33"W, along said northerly right-of-way line, a distance of 472.24 feet to a point of curvature; thence
 2. Southwesterly, continuing along said northerly right-of-way line and along the arc of a curve to the right, having a radius of 270.00 feet, a distance of 57.01 feet to a point; thence
 3. N23°28'00"E, a distance of 361.04 feet to a point; thence
 4. N40°12'33"E, a distance of 183.10 feet to a point; thence
 5. S49°47'27"E, a distance of 110.00 feet to the Point of Beginning.

Proposed Description of
a Wetland Mitigation Restricted Area (DR-3)
through Drumlins Townhouses, Section 1
(Federal Wetland #5 & 7)

ALL THAT TRACT OR PARCEL OF LAND containing 2.914 acres more or less, situate in the Town of Victor, County of Ontario, and State of New York, as shown on the drawing entitled "The Drumlins, Conservation Easement Plan," prepared by BME Associates, having drawing number 2134-54, dated August 19, 2009, being more particularly bounded and described as follows:

Commencing at the southwesterly boundary corner of lands now or formerly of The Drumlins Homeowner's Association, Inc. (T.A. #027.36-01-111); thence

- A. N30°40'34"E, along the westerly boundary line of said lands of The Drumlins Homeowner's Association, Inc., a distance of 163.51 feet to the Point of Beginning; thence
1. S80°01'01"W, a distance of 265.41 feet to the northeasterly boundary corner of lands now or formerly of Lawrence F. & Sharon Flansberg (T.A. No. 027.002-01-059); thence
 2. S74°00'13"W, along the northerly boundary line of said lands of Flansberg, a distance of 65.78 feet to a point; thence

The following ten (10) courses through lands now or formerly of Drumlins II HOA Inc. (T.A. #027.02-02-099.12); thence

3. S83°18'01"W, a distance of 55.08 feet to a point; thence
4. N74°05'11"W, a distance of 80.38 feet to a point; thence
5. N18°35'20"W, a distance of 44.27 feet to a point; thence
6. N23°27'25"E, a distance of 104.47 feet to a point; thence
7. S82°20'58"E, a distance of 84.92 feet to a point; thence
8. N70°32'22"E, a distance of 158.66 feet to a point; thence
9. N65°57'18"E, a distance of 123.61 feet to a point; thence

10. N60°46'15"E, a distance of 91.99 feet to a point; thence
11. N53°19'08"E, a distance of 64.57 feet to a point; thence
12. N25°58'21"E, a distance of 42.77 feet to the southeasterly boundary corner of Lot 4; thence
13. N04°47'37"W, along the easterly boundary line of said Lot 4, along the easterly boundary line of Lots 3 thru 1 and through aforementioned lands of Drumlins II, HOA Inc., a distance of 218.35 feet to a point on the southerly right-of-line of Wellington Drive (60' Right-of-Way); thence
14. Easterly, along said southerly right-of-way line and along the arc of a curve to the left, having a radius of 330.00 feet and a chord bearing of N60°54'01"E, a distance of 153.96 feet to a point; thence
15. S06°00'04"W, through said lands of Drumlins II HOA Inc., a distance of 349.33 feet to a point on the aforementioned westerly boundary line of The Drumlins Homeowner's Association, Inc.; thence
16. S30°40'34"W, along said westerly boundary line, a distance of 287.79 feet to the Point of Beginning.

Proposed Description of
a Wetland Mitigation Restricted Area (DR-4)
through Drumlins Townhouses, Section 3
(Federal Wetland #8)

ALL THAT TRACT OR PARCEL OF LAND containing 37,734 square feet more or less, situate in the Town of Victor, County of Ontario, and State of New York, as shown on the drawing entitled "The Drumlins, Conservation Easement Plan," prepared by BME Associates, having drawing number 2134-54, dated August 19, 2009, being more particularly bounded and described as follows:

Beginning at the intersection of the northerly boundary line of lands now or formerly of Katherline Huston (T.A. #027.002-01-058) with the easterly boundary line of lands now or formerly of Kevin & Mary Hunt (T.A. No. 027.002-01-011.1); thence

1. N14°43'45"E, along said easterly boundary line, a distance of 235.24 feet to a point; thence
2. S84°44'58"E, a distance of 157.82 feet to a point on the westerly right-of-way line of Wellington Drive (60' Right-of-Way); thence
3. Southerly, along said westerly right-of-way line and along the arc of a non-tangent curve to the left, having a radius of 755.00 feet and a chord bearing of S01°36'03"E, a distance of 180.57 feet to the northeasterly boundary corner of aforementioned lands of Huston; thence
4. S81°32'52"W, along the aforementioned northerly boundary line of lands of Huston, a distance of 224.47 feet to the Point of Beginning.

Proposed Description of
a Wetland Mitigation Restricted Area (DR-5)
through Drumlins Townhouses, Section 3
(Federal Wetland #1)

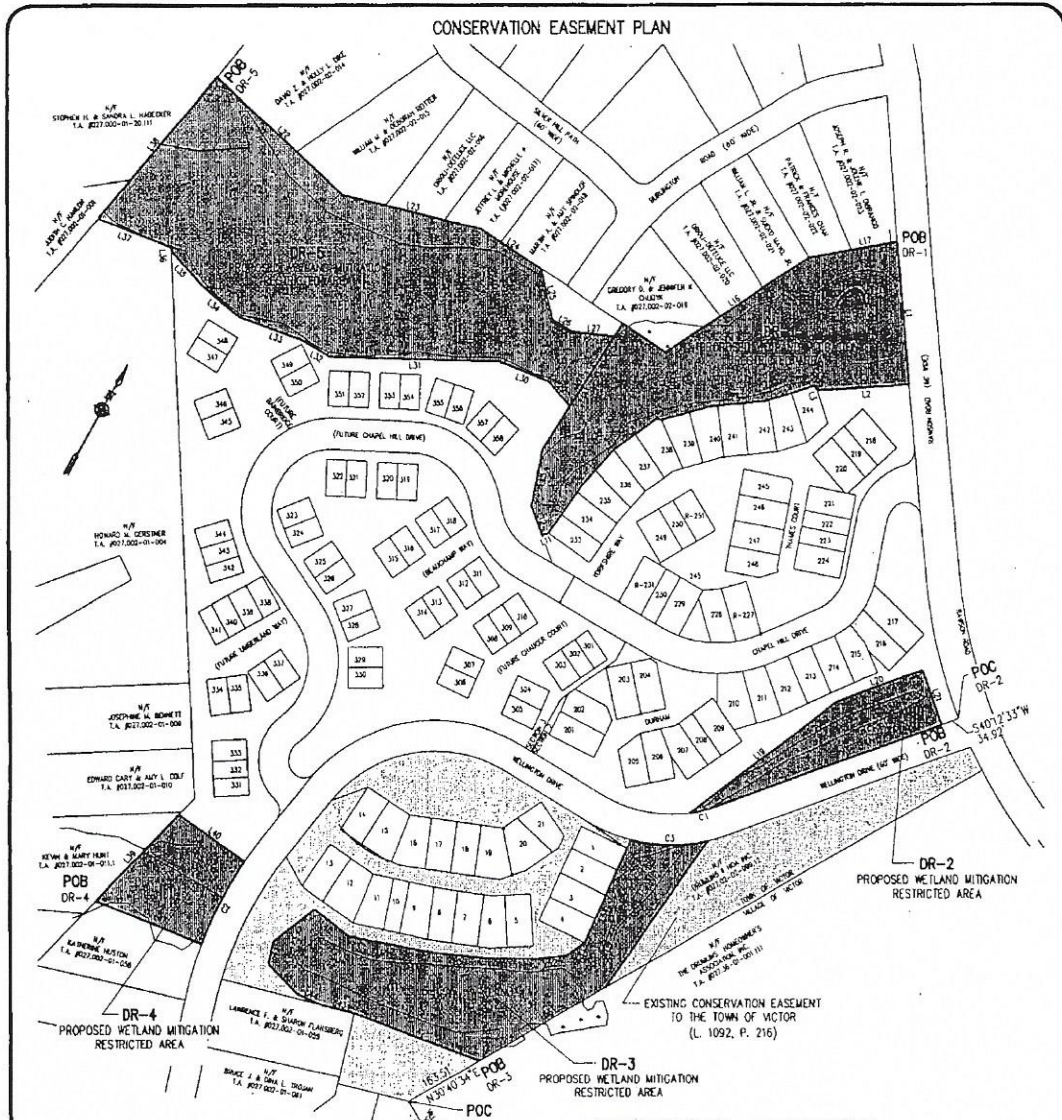
ALL THAT TRACT OR PARCEL OF LAND containing 6.097 acres more or less, situate in the Town of Victor, County of Ontario, and State of New York, as shown on the drawing entitled "The Drumlins, Conservation Easement Plan," prepared by BME Associates, having drawing number 2134-54, dated August 19, 2009, being more particularly bounded and described as follows:

Beginning at the intersection of the easterly boundary line of lands now or formerly of Stephen H. & Sandra L. Habecker (T.A. #027.000-01-20.111) with the southerly boundary line of lands now or formerly of David Z. & Holly L. Dike (T.A. #027.002-02-014); thence

1. S77°03'34"E, along said southerly boundary line and along the southerly boundary line of lands now or formerly of William M. & Deborah Reitter (T.A. #027.002-02-015), a distance of 340.00 feet to a point; thence
2. N73°26'26"E, continuing along said southerly boundary line of lands of Reitter, along the southerly boundary line of lands now or formerly of Orioli-Defelice LLC (T.A. #027.002-02-016) and lands now or formerly of Jeffery L. & Michelle A. Morehouse (T.A. #027.002-02-017), a distance of 282.00 feet to a point; thence
3. S86°33'34"E, continuing along said southerly boundary line of lands of Morehouse and along lands now or formerly of Martin A. & Amy Spindler (T.A. #027.002-02-018), a distance of 142.71 feet to a point; thence
4. S42°53'47"E, a distance of 101.91 feet to a point; thence
5. S88°43'24"E, a distance of 46.16 feet to a point; thence
6. N66°05'14"E, a distance of 85.21 feet to a point on the westerly boundary line of Drumlins Townhouses, Section 2; thence
7. S03°26'26"W, along said westerly boundary line, a distance of 163.79 feet to a point; thence
8. N70°34'48"W, a distance of 63.46 feet to a point; thence

9. S81°27'43"W, a distance of 105.86 feet to a point; thence
10. S61°30'51"W, a distance of 337.84 feet to a point; thence
11. N88°52'22"W, a distance of 62.60 feet to a point; thence
12. S80°06'38"W, a distance of 132.38 feet to a point; thence
13. N80°37'31"W, a distance of 102.66 feet to a point; thence
14. N70°28'00"W, a distance of 87.62 feet to a point on the easterly boundary line of lands now or formerly of Howard M. Gerstner (T.A. #027.002-01-004); thence
15. N32°12'35"W, along said easterly boundary line, a distance of 6.30 feet to a point; thence
16. S81°30'50"W, along the northerly boundary line of said lands of Gerstner, a distance of 154.72 feet to a point on the easterly boundary line of lands now or formerly of Judith C. Hanlon (T.A. #027.002-01-001); thence
17. N10°36'45"E, along said easterly boundary line of lands of Hanlon and along the aforementioned easterly boundary line of lands of Habecker, a distance of 363.93 feet to the Point of Beginning.

CONSERVATION EASEMENT PLAN



LINE	BEARING	LENGTH
L1 (DR-1)	S54°32'17"E	260.04
L2	S56°26'26"W	161.44
L3	N47°03'17"W	10.29
L4	S42°56'43"W	106.26
L5	S54°38'10"W	109.97
L6	S44°43'45"W	98.79
L7	S66°45'27"W	11.28
L8	S22°15'43"W	102.53
L9	S11°31'08"W	93.44
L10	S29°45'18"W	113.77
L11	S29°50'28"W	13.54
L12	N50°02'54"W	61.19
L13	N10°09'54"W	110.24
L14	N01°25'26"E	292.84
L15	S86°33'31"E	101.75
L16	N26°36'28"E	340.00
L17	N50°00'13"E	172.19
L18 (DR-2)	S41°12'33"W	472.24
L19	N23°28'00"E	361.04
L20	N49°12'33"E	163.10
L21	S49°47'27"E	110.00

LINE	BEARING	LENGTH
L22 (DR-5)	S77°03'34"E	240.00
L23	N17°26'26"E	282.00
L24	S86°33'31"E	142.71
L25	S42°34'47"E	101.91
L26	S86°43'24"E	46.15
L27	N66°05'14"E	85.21
L28	S31°26'26"W	163.79
L29	N70°24'46"W	63.48
L30	S81°27'43"W	105.56
L31	S61°30'51"W	337.84
L32	N86°32'27"W	67.60
L33	S80°06'38"W	132.36
L34	N80°37'31"W	102.86
L35	N70°28'00"W	67.62
L36	N57°12'35"W	6.30
L37	S81°30'50"W	154.72
L38	N10°36'45"E	363.93

LINE	BEARING	LENGTH
L39 (DR-4)	N14°47'45"E	235.24
L40	S84°44'56"E	157.82
L41	S81°32'52"W	224.47
L42 (DR-3)	S60°01'01"W	265.41
L43	S74°05'13"W	65.78
L44	S82°18'01"W	55.06
L45	N74°29'17"W	80.36
L46	N16°35'20"W	44.27
L47	N27°22'25"E	104.47
L48	S82°20'58"E	84.92
L49	N70°32'22"E	156.66
L50	N60°57'18"E	123.61
L51	N60°48'52"E	91.99
L52	N57°19'08"E	64.57
L53	N25°56'21"E	42.77
L54	N34°47'37"W	218.35
L55	S06°00'04"W	349.33
L56	S10°40'34"W	287.79

CURVE	RADIUS	CHORD BEARING	LENGTH
C1 (DR-2)	276.00	S01°36'03"E	57.01
C2 (DR-4)	735.00		180.57
C3 (DR-3)	330.00	N60°54'01"E	153.96

COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S ORIGINAL METED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY. UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7202 OF THE NEW YORK STATE EDUCATION LAW.

BME ASSOCIATES
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS
10 LIFT BRIDGE LANE EAST
FAIRPORT, NEW YORK 14450
PHONE 585-377-7360
FAX 585-377-7309

THE DRUMLINS
TOWN OF VICTOR ONTARIO COUNTY NEW YORK

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BME Associaes

DRAWN BY: AJS
DATE: 8-19-09

SCALE: 1"=200'
DWG NO. 2134-54





Ontario County Clerk Recording Page

Return To

RONALD S SHUBERT
34000 HSBC CENTER
BUFFALO, NY 14203

Matthew J. Hoose, County Clerk

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

Document Type: **DECLARATION**

Receipt Number: 90627

Grantor (Party 1)
DRUMLINS II HOMEOWNERS ASSN INC

Grantee (Party 2)

Fees	
Recording Fee	\$20.00
Pages Fee	\$55.00
State Surcharge	\$20.00
Notation Fee	\$1.00
Total Fees Paid:	\$96.00

Control #: 201208230068

Refers To
D 01106 0172
D 01198 0607

State of New York
County of Ontario

Recorded on August 23rd, 2012 at 10:36:37 AM
in Liber **01283** of **Deeds**
beginning at page **0337**, ending at page **0347**,
with a total page count of **11**.

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

SL

Do Not Detach

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
THE DRUMLINS II HOMEOWNERS ASSOCIATION, INC.

This instrument made this 12th day of July, 2012, is an Amendment to the Declaration of Covenants, Conditions and Restrictions -- The Drumlins II Homeowners Association, Inc. (the Declaration) which was recorded in the Ontario County Clerk's Office in Book 1106, Page ~~15~~ on October 14, 2003.

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WITNESSETH:

WHEREAS, the Board of Directors of The Drumlins II Homeowners Association, Inc. certify that pursuant to Article XII, Section 1 of said Declaration, the applicable provisions of the Declaration have been followed herein or are specifically waived by each and every Lot Owner; and

WHEREAS, Owners of 80% of more of the total number of Lots have approved this Amendment; and

NOW THEREFORE, the Declaration Article X, as amended by the second amended Declaration of Covenants, Conditions and Restriction, recorded in the Ontario County Clerk's Office in Book 1198, Page 607, on January 9, 2008, is deleted in its entirety and replaced by the following new Article X:

ARTICLE X

INSURANCE AND CASUALTY DAMAGE

Section 1. 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, (3) directors' and officers' liability insurance covering wrongful acts of officers and directors of the Association, (4) fidelity bond covering those who handle Association funds, and (5) workers' compensation insurance covering Association employees and those who perform work for the Association as follows:

A. Fire and Casualty. The policy shall cover the interests of the Association, the Board of Directors and all Lot Owners and mortgagees as their interests may appear. Coverage shall be for the full replacement value, if available, (without deduction for depreciation) of all improvements on the property under the "single entity" concept, i.e. covering the Units as initially built and including the wall to wall carpeting, lighting fixtures, bathroom fixtures, kitchen appliances, wall coverings, and all machinery servicing the Units and common facilities.

The policy shall have the following provisions, endorsements and coverages:

- (i) extended coverage, sprinkler leakage (if applicable), debris removal, vandalism, malicious mischief, windstorm and water damage, (ii) inflation guard, or Blanket property limits
- (iii) coverage for loss of maintenance assessments from Lot Owners forced to vacate because of fire or other insured against casualty, (iv) waiver of any right to claim by way of subrogation against individual Lot Owners and the members of their households and families, the Association, the officers and directors of the Association, and the managing agent, if any, for the Association, (v) that the insurance purchased by the Board of Directors shall be deemed primary coverage and any policies obtained by individual Lot 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 Lot Owners or mortgagees, (vi) a provision that the policy cannot be cancelled, invalidated or suspended because of the act or neglect of someone over whom the insurance has no control, (vii) a provision that the policy may not be cancelled (including cancellation for non-payment of premium), substantially modified, invalidated or suspended, without at least 30 days' prior written notice to all of the insureds (10 days notice for non-payment of premium), including all mortgagees of Lots reported to the insurance carrier or its agent, and (viii) a provision that adjustment of loss shall be made by the Board of Directors.

Prior to obtaining any new fire and casualty insurance policy, the Board of Directors shall obtain a valuation from an insurance company or from such other source as the Board of Directors shall determine to be acceptable 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 effected pursuant to this Section.

The proceeds of all policies of physical damage insurance, if \$100,000.00 or less, shall be payable to the Association, and if \$100,000.00 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 Article X, Section 2 of this Declaration. This \$100,000.00 limitation shall increase automatically by 5% each calendar year commencing 2013 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 insured peril supersedes the customary right of a mortgagee to have the proceeds of insurance coverage applied to the mortgage indebtedness.

The interest of the Association, each Lot Owner and such Lot Owner's known mortgagee shall be acknowledged on the policy, as their interests may appear. Each Lot 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.

Certificates or endorsements to the policy, together with proof of payment of premiums, shall be furnished by the Board of Directors to all mortgages of Lots requesting the same for a reasonable charge.

B. Liability. The liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Lot Owners as their interests may appear, but not the liability of Lot Owners arising from occurrences within such Owner's Unit or on such Owner's Lot. The policy shall include the following endorsements: (i) commercial 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 a Lot Owner because of negligent acts of the Association or any other Lot Owner, (v) contractual liability, and (vi) host liquor liability coverage 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.

Until the first meeting of the Board of Directors after the first annual meeting of Lot Owners, this public liability insurance shall be in a combined single limit of \$1,000,000.00 covering all claims for bodily injury and property damage arising out of a single occurrence.

C. Directors' and Officers' Liability. The directors' and officers' liability insurance shall cover the "wrongful" acts (wrongful performance or failure to perform) of a director or officer of the Association, as well as the Association's Managing Agent. The policy shall be on a "claims made" and shall include all prior officers and members of the Board of Directors, and any deductible provision shall apply only to each claim. 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 governmental regulations.

D. Fidelity Bond. The fidelity bond shall cover all directors, officers and employees of the Association and 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 three (3) months' aggregate assessments on all Lots, plus the amount of reserves and other funds on hand. It shall provide that the bond may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least 30 days' prior written notice to the Association (10 days notice of non-payment of premium) and

to all institutional first mortgagees of Lots whose names appear on the records of the Association.

The Board of Directors shall, at the request of any Lot Owner, Lot mortgagee, or prospective Lot Owner or Lot mortgagee, increase the amount of such bond to meet the reasonable requirements of any existing or proposed holder or insurer of any mortgage made or to be made on any Lot.

E. Workers' Compensation. To the extent deemed reasonable and necessary by the Board of Directors, workers' compensation insurance shall be obtained. Such insurance shall cover any employees of the Association, as well as any other person performing work on behalf of the Association.

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, and hired and non-owned vehicle 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. With respect to property insurance, the deductible shall apply to each occurrence, not each item of damage. The Association may pay the portion for which an individual Owner is responsible, and the amount so paid, together with interest and costs of collection (including attorney's fees), shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration.

Section 2. Restoration or Reconstruction After Fire or Other Casualty; Responsibility for Insurance Deductible. In the event of damage to or destruction of any Unit or Units, insured through insurance obtained by or through the Association, 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, or the Insurance Trustee, as the case may be, 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 ($\frac{3}{4}$) or more of the Units in a building are destroyed or substantially damaged and the Owners of 75% 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 Board of Directors, 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 a Lot Owner until

there has first been paid off out of such Owner's share of such funds all liens on such Owner's Lot.

In the event that insurance proceeds are, for any reason, including the deductible amount or insurance trustee's fees, 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 Lot Owners of the damaged property, which special assessment shall be levied in proportion to the damage, as determined by the Board of Directors, 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:

- A. If the property is damaged from a cause which emanates 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.
- B. If the property is damaged from a cause which emanates from or within a Unit (the Owner or Owners of such Unit shall be responsible for the deductible amount.

The Association may, at its option, pay the deductible amounts for which an individual Owner is responsible, and the amounts so paid, together with interest and costs of collection (including attorney's fees), shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as Assessments under Article VI of this Declaration.

In the event of damage to or destruction of any common property or facility of the Association, insured through insurance obtained by the Association, 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 Lot

Owner or any other party shall have priority to receive any portion of such surplus over such Lot Owner's mortgagee.

Section 3. Insurance Carried by Unit Owners. Each Unit 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 which may not be covered by fire and casualty insurance obtained by or through the Association, provided, however, that (i) such policies contain waivers of subrogation, if available, and (ii) 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.

Attached to this Amendment is a certification of the Board of Directors of the Association certifying that the required consents of 80% or more of the Lot Owners have been received and filed with the Board of Directors.

THE DRUMLINS II HOMEOWNERS ASSOCIATION, INC.

By: *Douglas Chamberlain*

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

On the 12 day of JULY in the year 2012, before me, the undersigned, personally appeared DOUG CHAMBERLAIN 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.

Carolyn M. Walker
Notary Public

CAROLYN M. WALKER
Notary Public, State of New York
No. 01WA6111382
Qualified in Monroe County
Commission Expires June 7, 2016

CERTIFICATION OF RECEIPT OF CONSENT OF LOT OWNERS

The undersigned being ___ all, majority of the members of the Board of Directors of The Drumlins II Homeowners Association, Inc., (the Association) do hereby certify pursuant to the Declaration recorded in the Ontario County Clerk's Office in Book 1106, page 15, that

1. Consents to the above amendment have been received from those Lot Owners set forth on Exhibit I attached hereto and have been filed with the Board of Directors; and
2. The number of Lot Owners consenting thereto exceeds the minimum number required to amend pursuant to Article XII, Section 1 of the Declaration.

By Thomas J. Palmer

By Edward J. [unclear]

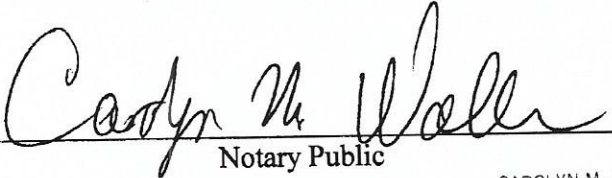
By W. Chamberlain

By Dianne Brown

By _____

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

On the 12 day of July in the year 2012, before me, the undersigned, personally appeared THOMAS BORMAN, 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.

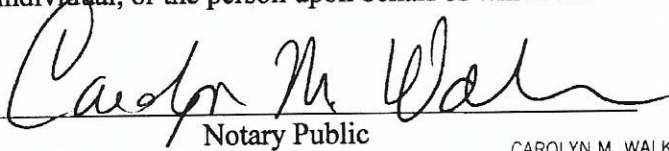


Notary Public

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

CAROLYN M. WALKER
Notary Public, State of New York
No. 01WA6111382
Qualified in Monroe County
Commission Expires June 7, 2016

On the 12 day of July in the year 2012, before me, the undersigned, personally appeared EDWARD DEMAY, 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.

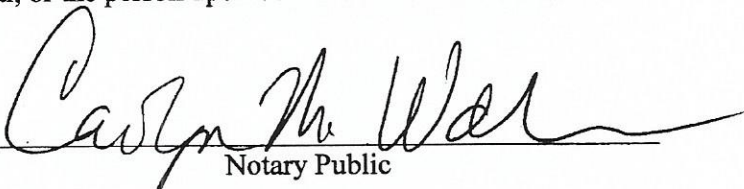


Notary Public

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

CAROLYN M. WALKER
Notary Public, State of New York
No. 01WA6111382
Qualified in Monroe County
Commission Expires June 7, 2016

On the 12 day of July in the year 2012, before me, the undersigned, personally appeared DOUG CHAMBERLAIN, 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.

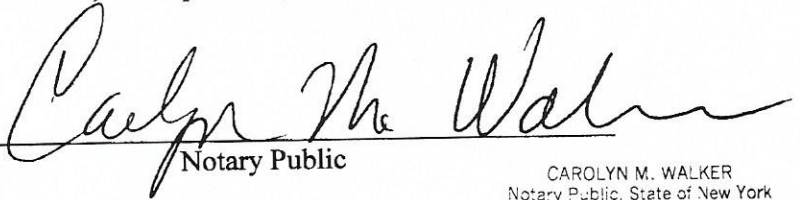


Notary Public

CAROLYN M. WALKER
Notary Public, State of New York
No. 01WA6111382
Qualified in Monroe County
Commission Expires June 7, 2016

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

On the 12 day of July in the year 2012, before me, the undersigned, personally appeared DAVID 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/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.




Notary Public

CAROLYN M. WALKER
Notary Public, State of New York
No. 01WA6111382
Qualified in Monroe County
Commission Expires June 7, 2010

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

On the _____ day of _____ in the year 2012, before me, the undersigned, personally appeared _____, 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.



Notary Public

CAROLYN M. WALKER
Notary Public, State of New York
No. 01WA6111382
Qualified in Monroe County
Commission Expires June 7, 2010

Box (RSS)

AMENDMENT TO DECLARATION

THE DRUMLINS II HOMEOWNERS
ASSOCIATION, INC.

Dated: July 12, 2012

Ronald S. Shubert, Esq.
Phillips Lytle LLP
3400 HSBC Center
Buffalo, New York 14203

Doc # 01-2570733.1