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AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

The Villas at Cambridge Court Homeowners Association, Inc.
100 Railway Crossing

Town of Webster, New York,

November 18, 2021

Prepared by

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE VILLAS AT CAMBRIDGE COURT HOMEOWNERS ASSOCIATION, INC.

THIS AMENDED AND RESTATED DECLARATION of Covenants, Conditions and Restrictions is made the 18th day of November, 2021, by the Villas at Cambridge Court Homeowners Association, Inc.

WHEREAS, a Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") was recorded in the Monroe County Clerk's Office on April 1, 2008 in Liber 10598 of Deeds at page 135, and

WHEREAS, the Original Declaration and all Amendments and Supplements together shall be referred to as the "Former Declaration"; and

WHEREAS, the undersigned The Villas at Cambridge Court Homeowners Association, Inc. ("Association") consists of Members who are the Owners of certain subdivided real property in the Town of Webster, Monroe County, New York, more particularly described in the Declaration on page 29, said land in its entirety being hereinafter referred to as "Properties"; and

WHEREAS, The Association desires to subject the Properties to those certain covenants, agreements, easements, restrictions, charges, and liens as hereinafter set forth.

WHEREAS, the Former Declaration permits amendment of the Former Declaration with the consent of 66 2/3% of the Owners; and

WHEREAS, the requisite number of Owners have consented to this Amended and Restated Declaration of Covenants, Conditions and Restrictions; and

NOW, THEREFORE, the Association hereby declares that all of the Properties described in Schedule A to this Declaration, on Page 29, shall be subject to the following Covenants, Conditions and Restrictions, 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.

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
THE VILLAS AT CAMBRIDGE COURT HOMEOWNERS ASSOCIATION, INC.

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ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following words, phrases or terms when used in this Amended and Restated Declaration shall, unless the context otherwise prohibits, have the following meanings:

A. "ASSOCIATION" shall mean and refer to THE VILLAS AT CAMBRIDGE COURT HOMEOWNERS ASSOCIATION, INC.

B. "ASSOCIATION PROPERTY/COMMON AREAS" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned by or in possession of the Association.

C. "DECLARATION" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions, as it may from time to time be supplemented, extended or amended in the manner provided for herein.

D. "HOME" shall mean and refer to each completed dwelling, as evidenced by issuance of a Certificate of Occupancy by the Town of Webster, including garage, situated upon the Properties or any such structure or improvement on the Properties which is intended to be occupied as a residence or in conjunction with a residence.

E. "HOMEOWNER" shall mean and refer to the Owner of a completed dwelling situated upon a lot.

F. "LOT" shall mean and refer to any portion of the property (with the exception of Association Property/Common Areas as defined above) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the Town of Webster or (ii) shown as a separate lot upon any recorded or filed subdivision map.

G. "MEMBER" shall mean and refer to each holder of a membership interest in the Association, as such interests are set forth in Article III.

H. "OWNER" shall mean and refer to the holder of record title, whether one (1) or more persons or entities, of the fee interest in any Lot, whether or not such holder actually resides in the Home constructed on such Lot.

I. "PROPERTIES" shall mean and refer to all properties as are subject to this Declaration as described in Schedule A attached hereto, including all Lots and Association Property/Common Areas in Phases 1 through 5 of the Cambridge Court Subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

J. "SENIOR CITIZEN" shall mean an individual who has reached the age of fifty-five (55) years or older by December 31st of the calendar year of such individual's first occupancy of the Home.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Town of Webster, County of Monroe and State of New York, and incorporated by reference herein, all of which property shall be hereinafter referred to as "Properties".

Section 2.02. Mergers. Upon a merger or consolidation of this Association with another association as provided in its Certificate of Incorporation or By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants, conditions and restrictions established upon any other properties. Any such merger or consolidation, however, may not result in the revocation, change or addition to the covenants established by this Declaration within the Properties except as hereinafter provided.

ARTICLE III

THE ASSOCIATION STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS

Section 3.01. Formation of the Association. Pursuant to the Not-for-Profit Corporation Law of New York, the Association has been formed to own, operate, and maintain the Association Property/Common Areas, and has as the obligation to enforce the covenants, conditions and restrictions set forth in this Declaration. In addition, the Association has other specific rights, obligations, duties and functions as are set forth in this Declaration, the Certificate of Incorporation, and By-Laws, as they may be amended. Unless limited by either the Declaration, the Certificate of Incorporation or the By-Laws, the Association shall have all the powers and be subject to the limitations as a Not-for-Profit Corporation under the Not-for-Profit Corporation Law of New York.

Section 3.02. Membership. Only Owners shall be Members of the Association. Membership shall not be separated from the ownership of any of the interests described in the definition of the words "Owner" as found in Article I, above.

Section 3.03. Voting. There shall be one class of Membership. All Members shall vote equally, i.e., one (1) Member one (1) vote, regardless of the number of Lots owned.

Section 3.04. Interest in More Than One Lot. If any person or entity owns or holds more than one (1) Lot, such Member shall be entitled to not more than one (1) vote.

Section 3.05. Lots Owned or Held by More Than One Person or by Corporation. When any Lot is owned or held by more than one (1) individual (either as by the entirety, as owners in joint or common interest or as tenants in common) such Owners shall collectively be entitled to one (1) vote for such Lot. If such Owners cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot.

In the case of a Corporate, Trust, Estate, or LLC Owner, a vote may be cast by the appropriate authorized officer of such entity.

Section 3.06. Holder of Security Interest Not a Member. Any person or entity which holds an interest in a Lot only as security for the performance of an obligation is not a Member.

Section 3.07. Assigning Right to Vote. Any Owner shall be entitled to assign his or her right to vote, by power of attorney, by proxy or otherwise, provided that such assignment is made in accordance with the By-Laws of the Association. The By-Laws may require that the assignment specify the meeting or issue to which the voting right assignment applies.

Section 3.08. Meeting and Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of this Declaration, the Certificate of Incorporation, By-Laws of the Association, as well as the Not-for-Profit Corporation Law of New York, as it may deem advisable for any meeting of its Members with regard to proof of membership in the Association and documentation of the right to vote. This may include the appointment and enumeration of duties for inspectors of votes, registration of Members for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as the Board shall deem appropriate.

Section 3.09. Selection of Directors. The nomination and election of Directors and the filling of vacancies on the Board of Directors of the Association shall be governed by the By-Laws of the Association.

Section 3.10. Powers and Duties of Directors. The powers and duties of the Board of Directors of the Association shall be as set forth in the By-Laws of the Association.

Section 3.11. Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities incurred as a result of performing their official duties for the Association. This includes fees of legal counsel, reasonably incurred by or imposed upon such director or officer in connection with any proceeding to which such officer or director may be a party or is involved, by reason of being or having been a director or officer of the Association. This indemnification applies to any settlement of a proceeding, whether or not the individual is a director or officer at the time such expenses are incurred. This indemnification shall not apply, however, in such cases where the director or officer is adjudged guilty of willful misfeasance (the wrongful exercise of lawful authority) or wrongdoing in the performance of duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement as being in the best interests of the Association. The foregoing right of indemnification

shall be in addition to, and shall not be exclusive of, all rights to which each director or officer may otherwise be entitled.

ARTICLE IV

PROPERTY RIGHTS AND EASEMENTS

Section 4.01. Association Property/Common Areas. The Association owns certain tracts of land within the Properties for the use and enjoyment of the Members, which land shall hereinafter be referred to as "Association Property/Common Areas".

Section 4.02. Right and Easement of Enjoyment in Association Property/Common Areas. Every Member (and such Member's guests, and invitees) shall have a right and easement of enjoyment in and to all Association Property/Common Areas, subject, however, to the rights of the Association and the Owners as set forth herein. Such easements shall be appurtenant to, and shall pass with, the interests of an Owner.

Every Member (and such Member's guests, and invitees) also shall have an easement for ingress and egress by vehicle or on foot over Association Property/Common Areas and the common utility and conduit easements described in Section 4.04 hereof. These easements will be subject to the rights of the Association as set forth in Section 4.03 herein.

Section 4.03. Rights of Association. With respect to the Association Property/Common Areas, and in accordance with the Certificate of Incorporation and By-Laws of the Association, the Association shall have the right:

- (a) to promulgate rules and regulations relating to the use, operation, and maintenance of the Properties for the safety and convenience of the users. These rules and regulations shall be made to ensure each Homeowner shall enjoy the peaceful and private use of their home without disruption from other Homeowners. Additionally, all steps will be taken to enhance the preservation of the facilities or which shall serve to promote the best interests of the Members.
- (b) to grant easements or rights of way to any public or private utility corporation, governmental agency, or political subdivision with or without consideration.
- (c) to dedicate or transfer all or any part of the land which it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee. Such a conveyance shall require the consent of sixty-six and two thirds (66 2/3 %) of the total votes of all Members who shall vote upon written ballot which shall be sent to every Owner not less than 30 days nor more than 60 days in advance of the canvass thereof.
- (d) to enter into agreements, reciprocal or otherwise, with other Homeowners' and residents' associations, condominiums, and cooperatives for the use of or sharing of facilities. Such agreements shall require the consent of sixty-six and two-thirds (66 2/3 %) of the total votes of all Members voting upon written ballot which shall be sent to every Member not less than

thirty (30) days nor more than sixty (60) days in advance of the vote on the proposed agreement.

(e) to authorize the light post serving each Lot to be connected to the panel box of the Owner's home, with the cost of consumption to be paid by the Owner.

(f) to maintain Association entrance or other signs whether located on Association Property/Common Areas or one or more Lots.

(g) to place, maintain, repair and replace electric meters and related connections on the exterior walls of a Unit so as to provide electricity to the Association's ponds.

Section 4.04. Common Utility and Conduit Easement. All pipes, wires, conduits and public utility lines located on each Lot shall be owned by the Owner of such Lot. Every Owner shall have an easement in common with other Owners to maintain and use all pipes, wires, conduits, drainage areas and public utility lines located on other Lots or on Association Property/Common Areas and servicing such Owner's Lot. Each Lot shall be subject to an easement in favor of the Owners of other Lots to maintain and use the pipes, wires, conduits, drainage areas and public utility lines servicing such other Lot and located on such other Lot.

Section 4.05. Maintenance of Association Facilities. In order to preserve and enhance the property values and amenities of the Property, the Association shall at all times maintain the facilities in good repair and condition, as set forth in this Declaration.

Section 4.06. Right of Association to Contract Duties and Functions. The Association may contract with any person, corporation, firm, trust company, bank, or other entity for the performance of its various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management agreements with other associations, both within and without the Properties.

Section 4.07. Environmental Considerations. In carrying out its responsibilities in enforcing the provisions of this Declaration, the Association shall consider the environmental impact of any existing or proposed activities on the Property or any portion thereof and, in its discretion, the Association may establish standards or guidelines aimed at reducing or eliminating any adverse environmental impact of such activities or take affirmative action to improve the quality of the environment.

Section 4.08. Common Access Easement. All Owners and their guests, licensees and invitees shall have an easement for ingress and egress in common with one another over any private rights of way, all walkways and drives located on the Association Property/Common Areas. The Association shall have an access easement to each Lot for the maintenance, repair and replacement of property or facilities, which are the responsibility of the Association.

Section 4.09. Distribution of Condemnation Awards. In the event all or part of the Association Property/Common Areas is taken in condemnation or eminent domain proceedings,

the award from such proceedings shall be paid to the Association. The Board of Directors of the Association shall arrange for the repair and restoration of the Association Property/Common Areas not so taken and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If there shall be a surplus of such proceeds, or if the Board of Directors of the Association shall elect not to repair or restore the remaining Association Property/Common Areas, then the proceeds shall be distributed in the same manner as insurance proceeds, in accordance with Article X of this Declaration. The Board of Directors of the Association shall promptly send written notice of any pending condemnation or eminent domain proceeding to all institutional first mortgagees of Lots whose names appear on the books or records of the Association. In the event of any dispute with respect to the allocation of the award, the matter shall be submitted to arbitration in accordance with the arbitration statutes of New York.

ARTICLE V

PARTY WALLS

Section 5.01. General Rules of Law to Apply. A wall built as part of original construction of a Home, which serves to separate two adjoining Homes, shall constitute a party wall. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply, so long as they are not inconsistent with the provisions of this Section.

Section 5.02. Easement. 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 limited only to the area of the other Owner's Lot reasonably necessary to effect said repairs. The 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.

Section 5.03. Sharing of Repair and Maintenance. 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.

Section 5.04. Destruction by Fire or other Casualty. 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. If the other Owner(s) thereafter make use of the wall, they too shall contribute to the cost of the restoration in equal proportions, without prejudice however, to the right of any Owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. Any restoration of the wall shall be of the same or similar materials as the original wall. All work shall be performed in a good and workmanlike manner.

Section 5.05 Negligence. To the extent that such damage is not covered and paid by the insurance, 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.

Section 5.06 Right of Contribution Runs with the Land. 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 VI

ASSESSMENTS

Section 6.01. Imposition, Personal Obligations, Lien. Each Owner, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges for the maintenance and operation of Association Property/ Common Areas ("Maintenance Assessments") and (b) special assessments for capital improvements or for repairs which may become necessary. These may be as a result of a casualty loss caused by nature, not otherwise covered by insurance and creating a budget deficit for the fiscal year ("Special Assessments"); hereinafter collectively referred to as "Assessments".

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Each Assessment (or installment payment thereof) together with such interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot against which the Assessment is made. It shall be the personal obligation of the Owner of such Lot at the time the assessment falls due.

Section 6.02. Purpose of Maintenance Assessment. The purpose of the Maintenance Assessment shall be to fund the maintenance, preservation, operation and improvement of the Association Property/ Common Areas and the promotion of the recreation, safety, and welfare of the Members of the Association. This includes but not limited to,

- (1) the payment of taxes on Association Property/ Common Areas,
- (2) any utility services to the Property which are commonly metered or billed,
- (3) all liability insurance covering the Association Property obtained pursuant to Article X of this Declaration,
- (4) the maintenance, repair and replacement of all facilities commonly serving the Members, whether on or off the Lots, such as, and not in limitation, any private rights of way, landscaped areas, and for such other needs as may arise.

In addition, the Maintenance Assessment shall be used to provide services to the Lots, including care for trees, shrubs, and grass and maintenance, trash removal and plowing of individual driveways. The Maintenance Assessment shall also be used to establish reserves for capital improvements that are required to be performed by the Association.

Section 6.03. Notice of Assessments. Assessments shall generally be on a full year basis. The Board of Directors of the Association shall fix the amount of the Assessment against each Lot at least 30 days in advance of each annual or other assessment period. Separate due dates may be

established by the Board of Directors of the Association for partial annual Assessments as long as said Assessments are established at least 30 days before they are due.

Written notice of the new Assessments shall be sent to every Owner subject thereto. Notwithstanding the foregoing, assessments may be changed more than once per year if circumstances so dictate.

Section 6.04. Assessments for Specific Lots. The Owner of each Lot subject to this Declaration shall be liable for the payment of full Maintenance Assessments, and Special Assessments, if any.

Section 6.05. Basis for Maintenance Assessment. The annual Maintenance Assessment chargeable to each Lot shall be apportioned by dividing the total annual Maintenance Assessment by the total number of Lots then subject to the lien of this Declaration.

Section 6.06. Change in Basis of Assessments. The Association may change the basis of determining the Maintenance Assessment provided for above by obtaining the consent of not less than sixty-six and two-thirds (66 2/3 %) of the total votes of Members voting in person or by proxy at a meeting duly called for this purpose. A written notice of which shall be sent to all voting Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. A written certification of any such change shall be executed by the Board of Directors of the Association and recorded in the Office of the Clerk of the County of Monroe.

Section 6.07. Special Assessments for Capital Improvements and Other Needs. In addition to the annual Maintenance Assessment, the Association may levy in any assessment year a Special Assessment. It is payable in that year and/or the following year for the purpose of defraying, in whole or in part, the cost of any capital improvements or for repairs which may become necessary as a result of a casualty loss caused by nature, not otherwise covered by insurance and creating a budget deficit for the fiscal year. This includes without limitation, the construction, reconstruction or replacement of, or repair of a capital nature to, the Association Property/ Common Areas, including the necessary fixtures and personal property related thereto.

For any Special Assessment for any capital improvement amounting to more than thirty (30%) of the then current amount of annual Maintenance Assessments, the consent is obtained of sixty-six and two-thirds (66 2/3 %) of the total votes of Owners voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners at least thirty days in advance, setting forth the purpose of the meeting. The Association shall establish one (1) or more due dates for each payment or partial payment of each Special Assessment and shall notify each Owner thereof in writing at least thirty (30) days prior to the first such due date.

Section 6.08. Non-Payment of Assessment. If an Assessment, or installment thereof, is not paid on the due date, established pursuant to Section 6.03 hereof, then such Assessment payment shall be deemed delinquent. Any delinquent assessment payment, together with such interest thereon, accelerated installments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien on the property. This shall bind such property in the hands of

the then Owner and such Owner's heirs, devisees, personal representatives, and successors. In addition to the lien rights, the personal obligation of the then Owner to pay such Assessment, shall remain such Owner's personal obligation and pass to such successors in title, to satisfy the lien prior to sale.

If the Assessment or any installment thereof is not paid within ten (10) days after the due date, the Association may impose a late charge or charges in such amount or amounts as the Board of Directors of the Association deems reasonable. This late charge shall not exceed ten percent (10%) of the amount of such overdue Assessment or installment thereof, provided such late charges are equitably and uniformly applied.

If the Assessment or any installment thereof, is not paid within thirty (30) days after the due date,

- 1) the Association may impose a late charge or charges in such amount or amounts as the Board of Directors of the Association deems reasonable. This shall not exceed ten percent (10%) of the amount of such overdue Assessment or installment thereof. If this late charge is not paid within thirty (30) days after the due date,
- 2) the Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors of the Association from time to time, such rate not to exceed twenty four percent (24%) per annum,
- 3) the Board of Directors of the Association may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Owner and,
- 4) the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the property, and the cost of such proceedings, including attorneys' fees, shall be added to the amount of such Assessments, accelerated installments, if any, late charges and interest.

Once an Assessment is deemed delinquent as described above, any payments received from the Owner shall be applied in the following order: attorneys' fees, other costs of collection, late charges, interest, and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period. Dissatisfaction with the quantity or quality of maintenance services furnished by the Association, under no circumstances, shall entitle any Owner to withhold or fail to pay the Assessments due to the Association for the Lot owned by such Owner.

Section 6.09. Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise. It may carry forward as surplus any balances remaining. The Association shall not be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year. But it may carry forward from year to year such surplus as the Board of Directors of the Association in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Association.

Section 6.10. Assessment Certificates. Upon written request of Owner with respect to a Lot which he or she owns, (or any prospective purchaser, occupant, mortgagee or title insurer of such Lot), the Association within a reasonable period of time, shall issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Lot, as of the date of such certificate,

- 1) whether the Assessments, if any, have been paid,
- 2) the amount of such Assessments, including interest and costs, if any, due and payable as of such date,
- 3) whether any other amounts or charges are owing to the Association, e.g., for the cost of extinguishing a violation of this Declaration. A reasonable charge, as determined by the Board of Directors of the Association, may be made for the issuance of these certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser or lender on, or title insurer of, the property in question.

Section 6.11. Subordination of Assessment Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage of record now or hereafter placed upon any Lot subject to such Assessments. Such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

Section 6.12. Right to Borrow and Mortgage. In order to fulfill the purposes, set forth herein, the Board of Directors of the Association may borrow funds from any recognized lending institution, and in conjunction therewith mortgage its properties. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with note holders shall be subject solely to the decision of the Board of Directors of the Association acting in its absolute discretion.

Section 6.13. Repayment of Monies Borrowed. In order to secure the repayment of any and all sums borrowed from time to time, the Board of Directors of the Association is hereby granted the right and power:

to assign and pledge all revenues received and to be received by it under any provision of this Declaration including, but not limited to, the proceeds of the Maintenance Assessment hereunder,

to enter into agreements with note holders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Association covenants to:

- (1) assess the Maintenance Assessment on a given day in each year and, assess the same at a particular rate or rates,

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

ARTICLE VII

MAINTENANCE AND REPAIR

Section 7.01. Maintenance and Repair by the Association. With respect to Association Property/Common Areas, the Association shall maintain, repair and replace all improvements, including the private road, common area pathways, mailboxes and posts, catch basins, drainage ponds and common area landscaping, and the original tree that the builder put in the front flower bed. The Association shall be responsible for snowplowing of the private road. The Association shall also provide road re-sealing and re-surfacing, when needed.

In addition, the Maintenance Assessment shall be used to provide services to the Lots, including trash removal, snow plowing of individual driveways and landscaping services of trees, shrubs, and grass. The Board of Directors, at its discretion, shall determine the type and level of services provided and the standards applicable for each service. The Maintenance Assessment shall also be used to establish reserves for capital improvements that are required to be performed by the Association.

Except as provided above, The Owner shall be responsible for all maintenance, repair and replacements to their Home and all improvements located thereon, whether ordinary or extraordinary. This includes the selection and/or replacement of plants in the flower bed in front of the home.

The replacement bush must be one from a list developed by the Association Board or designated committee. If the Homeowner wants to plant a bush not on this list, then they must first submit a variance to the Board. The Homeowner is also responsible for maintenance of all other plantings around the home.

The Owner may take steps to control or remove ice, but may not use corrosive material or chemical that may harm or degrade the improvement over time. Additionally, and not in limitation of the foregoing, the water, storm sewer and sanitary sewer laterals servicing a Home shall be maintained at the sole cost and expense of the Owner.

All other personal services/facilities including, but not limited to cable television, internet and sprinkler used solely by the Owner, whether installed by the Owner or the Association, shall be paid for by the Owner. The lamp post in front of each Home and the photo cells shall be maintained by the Owner in working order.

The Board of Directors of the Association may, upon the affirmative vote of not less than three-fourths (3/4) of the entire Board of Directors, provide for additional maintenance with respect to the Lots to be undertaken by the Association or to discontinue the performance of some or all of the maintenance responsibilities of the Association with respect to the Lots.

Section 7.02 Maintenance of Lots and Homes. Except as specifically assumed by the Association as set forth above, individual Owners are responsible for the interior and exterior maintenance of their Lots and Homes. Since some Homes have shared driveways and roofs, should any disagreement occur between Owners, the Board of Directors will facilitate a settlement between the Owners. If Homes are not appropriately maintained by the Owner, then the Association, after notice, may maintain the Home and charge the Owner the cost of performing the maintenance, said charge shall be deemed to be a Maintenance Assessment and payable as such, and if unpaid the Association shall have the same rights and privileges as for the non-payment of Maintenance Assessments, including without limitation the right to place a lien on the Home and Lot and foreclose the lien.

Section 7.03. Repairs and Maintenance Which Are Not the Responsibility of the Association. Any maintenance, repair or replacement necessary to preserve the appearance and value of the Properties including but not limited to the appropriate maintenance of the Home by the Owner, which is occasioned by the failure or a negligent or willful act or omission of a Owner, shall be made at the cost and expense of such Owner. If such maintenance, repair or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Home and such cost shall be added to that Owner's Maintenance Assessment and, as part of that Assessment, shall constitute a lien on the Lot and Home to secure the payment thereof.

Section 7.04. Quality and Frequency of Maintenance and Repairs. All maintenance, repair and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Properties. The Association may establish reasonable schedules and regulations for maintenance, repair and replacement, which schedules and regulations shall take into account the useful life of materials and the enhancement and preservation of the appearance and value of the Properties.

ARTICLE VIII

ARCHITECTURAL CONTROLS

Section 8.01. Landscape Care. Landscape care of the Association Property/Common Area 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, or of a substantially similar nature without the written application to and approval by the Board of Directors of the Association.

Section 8.02. No Alterations, Additions, Rebuilding, Exterior Modification of any Kind, or Change to the Exterior. No alterations, additions, rebuilding, exterior modification of any kind,

or change to 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 of the Association.

Section 8.03. No Building, Fence, Wall or other Structure or Change in Landscaping. 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 be made, until the plans and specifications showing the nature, kind, size, 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.

Section 8.04. Approval of Variances. Each and every exterior change a Homeowner may want to make must be approved in writing in advance by the Association Board. Upon approval by the Board of Directors of the Association, they shall notify the applicant in writing of such approval or qualified approval. This notification shall set forth any qualifications or conditions of such approval and provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or portion of the Properties shall be final. Such Lot or portion of the Properties and such approval may not be revoked or rescinded thereafter, provided

(i) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in the Declaration and

(ii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, preservation, health or other code or ordinance.

Approval of any plans for use in connection with any Lot or portion of the Properties shall **not** be deemed a waiver of the right of the Board of Directors of the Association to disapprove similar plans or any of the features or elements included therein, if and when such plans, features or elements are subsequently submitted for use in connection with any other Lot or portion of the Properties.

Section 8.05. Written Notification of Disapproval. In any case where the Board of Directors of the Association disapproves any plans submitted, they shall notify the applicant in writing together with a statement of the grounds upon which such action was based. In any such case, the Board of Directors of the Association shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval. Any unapproved exterior changes will be reversed at the owner's expense at the direction of the Board of Directors of the Association.

Section 8.06. Inspection. Any agent of the Association may at any reasonable time or times, inspect the completed project to ensure that it conforms with the approved variance.

ARTICLE IX

ENCROACHMENT

Section 9.01. If any Home or other improvements associated with it, such as decks, walks or other improvements, encroaches on another lot by up to two (2) feet as a result of the original construction of the improvement, then there shall be an easement for such encroachment and for the maintenance of same as long as the Home shall stand.

ARTICLE X

INSURANCE AND RECONSTRUCTION

Section 10.01. Insurance to be Carried. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably obtainable and to the extent determined by the Board of Directors of the Association to be appropriate or relevant:

- (i) fire and casualty insurance on the Properties and the Homes
- (ii) liability insurance on the Association Property,
- (iii) directors' and officers' liability insurance,
- (iv) fidelity bond or surety bond, and
- (v) such other insurance as the Board of Directors of the Association shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage.

Coverages shall be as follows:

(i). Fire and Casualty. Coverage shall be for the unit value of each Home under the "all in" concept, i.e. covering the full replacement cost of the Homes (without deduction for depreciation) including the wall to wall carpeting, flooring, lighting fixtures, bathroom fixtures, built-in appliances, wall coverings and all machinery servicing the Homes and common facilities, and any improvements or alterations (including upgrading of appliances, kitchen cabinets, carpeting or lighting fixtures, and wall coverings) made by present or prior Owners or occupants, but excluding the land, foundations and the personal property of Owners and occupants,

The policy shall have the following provisions:

- (a) waiver of the right of subrogation with respect to individual Owners, their family members, and the officers and directors of the Association,
- (b) a provision that the policy cannot be canceled, invalidated, or suspended because of the conduct of someone over whom the Board of Directors of the Association has no control,

(c) cross-liability giving the Owners the right to sue the Board of Directors of the Association and vice versa with the insuring company agreeing to defend the defendant,

(d) a provision that the policy may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all known mortgagees of Lots, and

(e) waiver of reduction of pro-rata liability of the insurer as a result of insurance carried by the Owner,

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 Owners pursuant to Section 2 below.

This \$100,000.00 limitation may be raised or lowered from time to time upon approval of two-thirds (2/3) of the Board of Directors of the Association. All fees and disbursements of the Trustee shall be paid by the Association and shall be a common expense of the Owners.

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

(ii). Liability. The liability insurance shall cover the Association Property/Common Areas, the directors and officers of the Association, the managing agent, if any, and all Owners of Homes, but not the liability of Owners arising from occurrences within such Owner's Home or on such Owner's Lot. The policy shall include the following endorsements: (a) commercial general liability, (b) Bodily injury, (c) medical payments, (d) cross liability and (e) contractual liability.

(iii). Directors' and Officers' Liability. The directors' and officers' liability insurance shall cover the "wrongful" acts of a director or officer of the Association. This coverage shall provide for funds to be available to defend suits against officers and directors of the Association and to pay any claims which may result. The policy shall be on a "claims made" basis so as to cover all prior officers and members of the Board of Directors of the Association. The policy shall not provide for "participation" by the Association or by the officers or directors of the Association.

(iv). Fidelity Bond. The fidelity bond shall cover all directors, officers and employees of the Association and of the Association's managing agent, if any, who handle Association funds.

(v). Other Insurance. The Board of Directors of the Association may also obtain such other insurance as it shall deem necessary or desirable from time to time including “umbrella” catastrophe coverage.

(vi). No Liability for Failure to Obtain Above Coverages. The Board of Directors of the Association 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 available only at demonstrably unreasonable cost. The Board of Directors of the Association shall inform Owners as soon as practical if coverage is discontinued.

(vii). Deductible. With respect to property insurance, the deductible shall apply to each occurrence, not each item of damage. In the event of damage or destruction of any Home 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) 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.

Section 10.02. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of any improvement, insured through insurance obtained by the Board of Directors of the Association, as a result of fire or other casualty, the Board of Directors of the Association shall arrange for the prompt repair and restoration of the damaged property and the Board of Directors of the Association, 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. In the event that insurance proceeds are, for any reason, insufficient to pay all of the costs of restoring or repairing the property to the same condition as formerly existed, the Board of Directors of the Association shall levy a Special Assessment to make up the deficiency, taking into account any negligence which, in the opinion of the Board, contributed to the damage and loss. In the event that insurance proceeds exceed the cost of repair and

reconstruction, such excess funds shall be retained by the Association and used in any manner approved by the Board of Directors of the Association.

Section 10.03. Insurance Carried by Owners. Owners of Homes shall carry insurance for their own benefit, including insurance on their personal property and furnishings, and covering liability within their Home as well as any deductible on the Association Master Insurance Policy. Such policies shall contain waivers of subrogation. Such policies are frequently referred to as "HO-6" policies. The liability of the carriers issuing insurance procured by the Board of Directors of the Association shall not be affected or diminished by reason of any such additional insurance carried by the Owner.

ARTICLE XI

GENERAL COVENANTS AND RESTRICTIONS

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

Section 11.01. Senior Citizens. A Lot shall be used for single family residential purposes for Senior Citizens (55 years of age or older, as further described below) only. While any person or entity may acquire title to a Lot, that Lot may be used only for single family residential purposes for Senior Citizens only as follows:

- (a) Each Home shall be occupied by at least one Senior Citizen. Notwithstanding the age restriction established above, the surviving spouse or life partner of a Senior Citizen or the divorcee of a Senior Citizen may remain in the Home regardless of age.
- (b) A child or grandchild may reside with their parents or grandparents, provided however, that at least one Senior Citizen resides in the Home and provided that such child or grandchild is over the age of nineteen (19) years by December 31st of the calendar year of such individual's first occupancy of the Home.

Section 11.02. One Home. Only one single family dwelling and garage shall be erected, altered, placed or permitted to remain on any Lot.

Section 11.03. Pets. The Board of Directors of the Association may, from time to time, impose reasonable rules and regulations concerning pets. Provided an Owner obtains the prior written consent from the Board of Directors of the Association, an underground pet containment system may be installed. Assuming the Owner has installed an underground pet containment system, a pet may be let outdoors within the area of the underground pet containment system in the company of a responsible person but need not be leashed. No above ground or visible pet containment enclosures shall be permitted. The Board of Directors of the Association shall have the right to require any Owner, any tenant of any Owner, or any family member or guest of any Owner or tenant to remove any pet, if, in the opinion of the Association, acting in its sole discretion,

such pet is creating a nuisance because, e.g., the Owner does not clean up after the animal, the animal is too noisy or the animal is not properly controlled. Owners will be responsible for any damage done to the Association Properties/Common Areas by their pets or those of their tenants, guests, or invitees.

All dogs must be restrained, and all waste removed and disposed of in conformance with the "Dogs and Domestic Animals Webster Town Code".

Section 11.04. Out Buildings, Protective Screening and Fences. No outbuilding, fence, or wall of any kind shall be installed or erected upon any portion of the Association Properties/Common Areas. No screen planting of any kind shall be planted, installed or erected upon any portion of the Association Properties/ Common Areas unless approved by the Board of Directors of the Association. Adherence to Town code and zoning requirements of the governing municipality shall be the sole responsibility of the Lot Owner.

Section 11.05 Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors on any portion of the Association Properties/Common Areas, except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours of a scheduled pick-up, at such place on the Lot or other portion of the Association Properties/Common Areas designated by the Board of Directors of the Association so as to provide access to persons making such pick-up. The Board of Directors of the Association may, in its discretion, adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Association Properties/ Common Areas.

Section 11.06. No Above Surface Utilities Without Approval. No facilities, including without limitation, poles, antennas, dishes or wires for the transmission of electricity, electronic or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the Association Properties/ Common Areas without the prior written approval of the Board of Directors of the Association.

Section 11.07. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Association Properties/ Common Areas nor shall anything be done thereon that may be or become a nuisance or annoyance to the area or to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances, shall be controlled so as not to be detrimental to or endanger the public health, safety, comfort or welfare, be injurious to property, vegetation or animals, adversely affect property values or otherwise produce a public nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code.

Section 11.08. Pools. No in-ground or above ground pools shall be permitted on any portion of the Association Properties/ Common Areas.

Section 11.09. Dwelling in Other Than Residential Home. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Association Properties/ Common Areas, except with the consent of the Board of Directors of the Association.

Section 11.10. Antennas. No outside radio, telegraphic, television or other electronic antenna, dish or other transmitting or receiving device shall be erected on any Lot or other portion of the Association Properties/ Common Areas, except with the consent of the Board of Directors of the Association. The Board of Directors of the Association in regulating antenna or dishes shall abide by the requirements of the Federal Telecommunications Act of 1996, as amended.

Section 11.11. Trees and Other Natural Features. No trees shall be removed from any Lot or portion of the Association Properties/ Common Areas, except with the permission of the Board of Directors of the Association. The Board of Directors of the Association, in its discretion, may adopt and promulgate rules and regulations regarding the preservation or replacement of trees and other natural resources and wildlife upon the Association Properties/ Common Areas.

Section 11.12. Snowmobiles. No snowmobile or similar motor vehicle shall be operated on any portion of the Association Properties/ Common Areas except with the consent of the Board of Directors of the Association, subject, however, to the Town of Webster Zoning Code and the Parks and Recreation Law of the State of New York.

Section 11.13. Commercial and Professional Activity on Property. No wholesale or retail business, including any salon, studio, laboratory, home industry or medical or dental office, shall be conducted in or on any Lot or other portion of the Association Properties/ Common Areas without the consent of the Board of Directors of the Association. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

Section 11.14. Outside Storage. Outside storage or parking for more than two (2) consecutive days or for more than 5 days of any calendar month of any commercial or recreational vehicle, unlicensed vehicle, camper, boat, or trailer shall be prohibited without the consent of the Board of Directors of the Association.

Section 11.15. Outdoor Repair Work. With respect to a Lot or other portion of the Association Properties/ Common Areas, no work on any motor vehicles, boats, or machines of any kind, other than minor servicing and maintenance, shall be permitted outdoors on such Lot or portion thereof, except with the consent of the Board of Directors of the Association.

Section 11.16. Oversized, Commercial and Unlicensed Vehicles. Unless approved by the Board of Directors of the Association or used in connection with the maintenance of the Association Properties/ Common Areas, the following shall not be permitted to remain overnight on the Association Properties/ Common Areas for more than 48 hours within any month:

- (a) any vehicle that cannot fit into a garage of a Home with the overhead garage door closed,
- (b) commercial vehicles of a weight of two (2) tons or more, unless garaged,
- (c) unlicensed motor vehicles of any type, unless garaged.

Section 11.17. Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted on the Association Properties/ Common Areas.

Section 11.18. Permanent Outdoor Recreational Equipment. No permanent outdoor recreational equipment shall be permitted.

Section 11.19 Awnings and Window/Door Coverings. No awnings, shutters, window guards or other exterior window, storm door and/or door coverings, decorative or protective, may be installed without the prior written consent of the Board of Directors of the Association.

Section 11.20 Machinery. No machinery, generators, solar panels, refrigeration or heating devices, other than those originally provided with the Home or lighting fixture other than standard electric lights shall be installed or operated in or about any Home without prior written consent of the Board of Directors of the Association.

Section 11.21 Unauthorized Parking. Vehicles parked in unauthorized areas or in any manner impeding or preventing ready access to the Association Properties/ Common Areas or an occupant's driveway, shall be towed from the premises at the expense of the respective Owner of such vehicle. The Board of Directors of the Association, Managing Agent or authorized employee of either, may order such removal on behalf of the Association after giving reasonable notice to the Owner of the vehicle to remove such unauthorized parked vehicle, if such Owner can be readily located, and shall not be liable for any costs, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom. Notice is not required prior to removing a vehicle blocking the egress and ingress of another party or impeding access by emergency vehicles.

Section 11.22 No Open Fires. No open fires of any kind shall be permitted on any part of the Association Property/ Common Areas except within the confines of a fire pit which has been approved by the Board of Directors of the Association. All such fires shall be attended to at all times and shall be thoroughly extinguished upon completion of use.

Section 11.23 Lot Owner Improvements. No Lot Owner shall make changes or improvements to the exterior of the Home, its color, or its landscaping, unless he has first received the written permission of the Board of Directors of the Association. Once any changes or improvements have been made, the Lot Owner shall be solely responsible for its care and maintenance, which care and maintenance shall be of the highest standards as is the custom of the local community. The Owner shall be responsible for the watering of the lawn on its Lot.

Any exterior lighting shall not adversely impact the Association's property/ Common Area or the adjacent Homes. Exterior lighting type, style, location, intensity, duration of use, and any

other relevant matter shall be subject to the written consent of the Board of Directors of the Association prior to installation.

All mailboxes shall be the same throughout the Association Property, as per the Board of Directors of the Association specifications. The Board of Directors of the Association shall repair the mailboxes, as needed.

Each Home will have a lamp post with a photocell connected to it to insure it is lit from dusk to dawn. The Owner shall repair the light fixture and photocell and shall replace light bulbs when needed, in compliance with the guidelines of the Board of Directors of the Association. The Owner shall bear the cost of electricity consumed by the lamp post.

Holiday ornaments and decorations shall be permitted for the holiday season only. The holiday season is defined to be 30 days before and after the holiday.

Section 11.24 Flag Poles. No free-standing flag poles shall be permitted. Flag poles attached to the house up to (4) four feet in length are permitted.

Section 11.25 Association Property/ Common Area. All members shall have the right to use Association Property/ Common Area for their recreational pleasure, consistent with the terms of this Declaration, and subject to the following:

- (1) use shall be in common with all Members and not exclusive by any one Member;
- (2) use by one Member shall not be a disturbance or annoyance to another Member;

(3) Members are personally responsible for any damage they cause to Association Properties/ Common Areas, same being repaired and restored at the Member's sole cost and expense. If not promptly completed by the responsible Member, the Board of Directors of the Association shall have the option to complete repairs and restoration, and cost of such work shall be assessed to the responsible Member as a special assessment, shall be due upon invoicing by the Board of Directors of the Association, and shall be a lien upon the Lot of the responsible Member until paid in full.

Section 11.26. Maintenance of Home. All Owners shall keep the entirety of their townhome in good condition and repair. If an Owner fails to do so, the Board of Directors of the Association may repair the Home and charge the cost of so doing to the Owner to be treated as a special assessment and be enforceable as such.

Section 11.27. Leasing of Homes. Rental of Homes (whole or in part) is not permitted. A Home is not considered a rental unit if occupied by parents, grandparents, siblings, children or spouses of the Owner. Age guidelines set forth in Section 11.01 above must be adhered to.

ARTICLE XII

ENFORCEMENT AND AMENDMENT OF DECLARATION

Section 12.01. Declaration Runs with the Land. Each person or entity acquiring an interest in a Lot or other portion of the Properties or otherwise occupying any portion of the Properties, whether or not the deed, lease or any other instrument incorporates or refers to this Declaration, covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of this Declaration, including personal responsibility for the payment of all charges which may become liens against his property and which become due while he is the Owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Properties.

Section 12.02. Enforceability.

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

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

Section 12.03. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior to or subsequent thereto. No liability shall attach to the Association or any officer, director, employee, Member, agent, committee, or committee member thereof, or to any other person or organization for failure to enforce the provisions of the Declaration.

Section 12.04. Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto or collect moneys due, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is

(i) the Owner,

(ii) any family member, tenant, guest, or invitee of the Owner,

(iii) a family member or guest or invitee of the tenant of the Owner, or

(iv) a guest or invitee of (1) any member of such Owner's family or (2) any family member of the tenant of such Owner,

such costs shall also be a lien upon the Lot or other portion of the Properties owned by such Owner, if any.

Section 12.05. Amending or Rescinding. Unless otherwise specifically provided for herein, this Declaration may be amended or rescinded upon the consent in writing of the Owners of not less than sixty-six and two-thirds ($66 \frac{2}{3}$) of all Lots which are subject to this Declaration. In voting for such amendment or rescission, the Members' voting rights shall be as set forth in Article III hereof. The Owners of every Lot shall receive written notice of every proposed amendment or rescission at least 30 days prior to the date set for voting on said proposed amendment or rescission.

In the event that a proposed amendment materially and adversely affects mortgagees of the Homes, such mortgagees shall be notified of the proposed amendment by certified mail, return receipt requested and 51% of the mortgagees of the Homes must approve the amendment. If no response is received from a mortgagee within 30 days of receipt of the proposed amendment, it shall be presumed that the mortgagee consents to the amendment.

Section 12.06. When Amendment or Rescission Become Effective. Any amendment or rescission to this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the office of the Monroe County Clerk. Such instrument need not contain the written consent of the required number of Owners but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

Section 12.07. Duration. The provisions of this Declaration shall, unless amended or rescinded as hereinbefore provided, continue with full force and effect perpetually unless terminated or its duration shortened by affirmative vote of not less than 80% of the total number of Lot Owners.

Section 12.08. Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of adjudication by a

court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions.

Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and making and finding a determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interest of the Owners and other residents of the Properties to the end that the Properties shall be preserved and maintained as a high-quality community.

In granting any permit, authorization or approval, as herein provided, the Association may impose any conditions or limitations thereon as they shall deem advisable under the circumstances in each case in light of the consideration set forth in the immediately preceding paragraph hereof.

Section 12.09. Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 12.10. Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 12.11. Invalidity of Agreement or Declaration. The determination by any court of competent jurisdiction that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

ARTICLE XIII

GENERAL

Section 13.01. Headings and Captions. The headings and captions contained herein are for convenience only and shall not affect the meaning or interpretations of the content thereof.

Section 13.02. Notice. Any notice required to be sent to an Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner or mortgagee on the records of the Association at the time of such mailing.

Section 13.03. Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation or trust, and upon such assignment the successor

corporation or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the successor corporation or trust had been an original party. Any such assignment shall be accepted by the successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association. If the Association, for any reason, shall cease to exist without having first assigned its rights hereunder to a successor corporation or trust, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation or trust to take over the duties and responsibilities of the entity to exist, subject to the conditions provided for herein with respect to an assignment and delegation to a successor corporation or trust.

Section 13.04. Right of Association to Transfer Functions. Unless otherwise specifically prohibited herein or within the Certificate of Incorporation or By-Laws of the Association, any and all functions of the Association shall be fully transferable in whole or in part to any other homeowners or resident's association or similar entity.

ARTICLE XIV

EMERGENCY SITUATIONS

Section 14.01. Emergency Calls. 911 should be called in all cases where there is an immediate danger of life or property. Depending on the circumstances, other services, such as the utility company or water authority, should be contacted.

Schedule "A"

Conveys ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Webster, Monroe County, New York, being part of Lot No. 4, Section 13, Township 14, Range 4 and more particularly bounded and described as follows: Beginning at the intersection of the west line of Holt Road with the northwest line of the Penn Central Railroad; thence (1) running northwesterly along the northeasterly line of said Penn Central Railroad a distance of 2156.57 feet to an iron pipe; thence (2) running northerly on a line forming an interior angle of $115^{\circ} 58' 45''$ with the last described course a distance of 175.72 feet to a concrete monument; thence (3) running easterly on a line forming an interior angle of $91^{\circ} 00' 38''$ with the last described course a distance of 1432.53 feet to a point; thence (4) running southerly on a line forming an interior angle of $89^{\circ} 08' 37''$ with the last described course a distance of 594.07 feet to a point; thence (5) running easterly on a line forming an interior angle of $270^{\circ} 51' 23''$ with the last described course a distance of 503.33 feet to a point in the westerly line of said Holt Road; thence (6) running southerly on a line forming an interior angle of $89^{\circ} 08' 37''$ with the last described course and along the westerly line of said Holt Road a distance of 536.42 feet to the place of beginning. Said last course forming an interior angle of $63^{\circ} 52' 00''$ with the first course herein all as shown on a survey made by G. J. Hess dated January 30, 1970 and redated June 6, 1970.

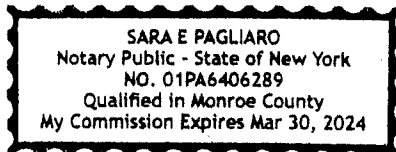
THE VILLAS AT CAMBRIDGE COURT HOMEOWNERS ASSOCIATION, INC.

By: Anita Gagliardi
Anita Gagliardi, President

STATE OF NEW YORK)

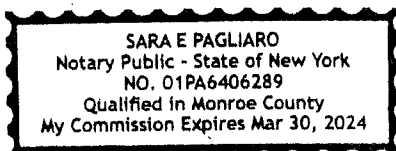
COUNTY OF MONROE) ss.:

On the 18th day of November in the year 2021 before me, the undersigned, personally appeared Anita Gagliardi, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Sara E. Pagliaro
Notary Public

The undersigned, as Secretary of The Villas at Cambridge Court Homeowners Association, Inc., hereby certifies that at a meeting of Owners on November 18th, 2021, duly called and held, at which a quorum was present, in person or by proxy, this Amended and Restated Declaration was approved by at least sixty-six and two-thirds percent (66 2/3 %) of the Members of the Association. Signature pages are on file with the Board.



Brenda Rubinstein
Brenda Rubinstein, Secretary