

**EXTENSION OF DECLARATION  
COVENANTS, CONDITIONS AND RESTRICTIONS  
TO  
STONEFIELD COMMONS AT BARKER ESTATES SUBDIVISION  
PHASE 3**

TA NO 88112104400  
BOOK 6890 PAGE 5

NO PAGES 3  
04/28/86 10:44:00

AT  
MONROE COUNTY CLERK

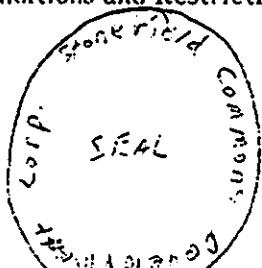
Whereas, Stonefield Commons Development Corp. is the owner of certain lands in the Town of Pittsford, County of Monroe and State of New York, being on Exhibit A attached hereto; and

WHEREAS, Stonefield Commons Development Corp. is the developer of a subdivision known as Stonefield Commons at Barker Estates Phase 3 on said land; and

WHEREAS, Stonefield Commons Development Corp. is sponsor of Stonefield Commons Homeowners Association, Inc. which homeowners association will function to regulate and operate the proposed development; and

WHEREAS, it is the intention of Stonefield Commons Development Corp. to extend the Declaration of Covenants, Conditions and Restrictions to such Phase 3 and consolidate said lands within the purview of Stonefield Commons Homeowners Association for the uniformity of management and administration.

NOW THEREFORE, the undersigned, Stonefield Commons Development Corp. does hereby extend to the lands described on Exhibit A annexed hereto the Declaration of Covenants, Conditions and Restrictions as the same were recorded in the Monroe County Clerk's Office on March 14, 1984 in Liber 6491 of Deeds, at page 70, which lands shall be encumbered by said Declaration of Covenants, Conditions and Restrictions according to its terms.



STONEFIELD COMMONS DEVELOPMENT CORP.

By:

William T. Lehman

STATE OF NEW YORK)  
COUNTY OF MONROE)

ss:

On this 16<sup>th</sup> day of January, 1986, before me personally came William T. Lehman to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Pittsford that he is the Secretary of Stonefield Commons Development, Corp., the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

PATRICIA ANN CUNEO  
Notary Public in the State of New York  
MONROE COUNTY  
My Comm. Expires 12/31/87

Notary Public

2579C  
12-16-85  
S.A.C.

Description of Lands of Stonefield Commons  
at Barker Estates Phase III

All that tract or parcel of land containing 3.87 acres, more or less, situate in Township 12, Range 5, Town Lots 12 and 49, Town of Pittsford, County of Monroe, State of New York, as shown on Drawing No. 2579C-03 dated August 1985, last revised December 16, 1985, entitled "Phase III-Flat Plan", as prepared by Sear-Brown Associates, P.C., and being more particularly bounded and described as follows:

Beginning at a point on the northerly right of way line of Barker Road (49.5' R.O.W.) Route 253 at the south easterly line of lands now or formerly Barker Estates (Liber 206, Page 76); thence

1. N 43° 00' 00" E, along the southeasterly line of the aforementioned lands of Barker Estates a distance of 104.27 feet to a point; thence
2. S 37° 30' 00" E, along the line of the aforementioned Barker Estates lands a distance of 0.92 feet to a point; thence
3. N 52° 30' 00" E, a distance of 14.00 feet to a point; thence
4. N 37° 30' 00" W, a distance of 3.27 feet to a point; thence
5. N 43° 00' 00" E, along the southeasterly line of the aforementioned Barker Estates lands a distance of 140.84 feet to a point; thence
6. N 47° 00' 00" W, along the northeasterly line of the Barker Estates lands a distance of 190.00 feet to a point; thence
7. N 28° 40' 00" E, along the easterly line of the Barker Estates lands a distance of 37.00 feet to a point on the southerly right-of-way line of Greenwood Park (60' R.O.W.), said point being the southwest corner of Stonefield Commons at Barker Estates Phase II (Liber 232, Page 2); thence
8. Easterly along the southerly right-of-way line of Greenwood Park, which is also the southerly line of aforementioned Stonefield Commons at Barker Estates, Phase II, along a curve to the left, having a radius of 643.88 feet, through a central angle of 28° 14' 10", a distance of 317.31 feet to a point of tangency; thence
9. S 39° 34' 10" E, continuing along the southerly right-of-way of Greenwood Park and the southerly line of Phase II, a distance of 285.78 feet to a point of curvature; thence

2579C  
12-16-85  
S.A.C.

10. Southeasterly along the westerly right-of-way line of Stonington Drive (60' R.O.W.) along a curve to the right, having a radius of 30.00 feet, through a central angle of  $90^{\circ} 00' 00''$ , a distance of 47.12 feet to a point of tangency; thence
11. S  $00^{\circ} 25' 50''$  W, along the westerly right-of-way line of Stonington Drive a distance of 223.55 feet to a point of curvature; thence
12. Southwesterly, along a curve to the right, having a radius of 30.00 feet, through a central angle of  $90^{\circ} 02' 47''$ , a distance of 47.15 feet to a point of tangency, said point being on the northerly right-of-way line of Barker Road; thence
13. N  $89^{\circ} 31' 23''$  W, along said northerly right-of-way line of Barker Road, a distance of 168.80 feet to an angle point; thence
14. N  $88^{\circ} 36' 43''$  W, along said northerly right-of-way line of Barker Road, a distance of 474.64 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

STATE OF NEW YORK  
MONROE COUNTY, SS.

RECORDED ON 04/28/86  
TIME 10:44:00  
BOOK 6890 PAGE 3  
REEL 22  
OF

DEED  
AND EXAMINED  
PATRICIA L. MCCARTHY  
MONROE COUNTY CLERK

EXTENSION OF DECLARATION  
COVENANTS, CONDITIONS AND RESTRICTIONS  
TO  
STONEFIELD COMMONS AT BARKER ESTATES SUBDIVISION  
PHASE 2

TR. NO. 85085160901  
BOOK 6681 PAGE 347  
REEL FR  
NO. PAGES 3  
03/26/85 16 09 01

AT  
MONROE COUNTY CLERK

LIBER 6681 PAGE 347

WHEREAS, Stonefield Commons Development Corp. is the owner of certain lands in the Town of Pittsford, County of Monroe and State of New York, being part of Lot 12, Township 12, Range 5 of said Town, more particularly described on Exhibit A attached hereto; and

WHEREAS, Stonefield Commons Development Corp. is the developer of a subdivision known as Stonefield Commons at Barker Estates Phase 2 on said land; and

WHEREAS, Stonefield Commons Development Corp. is sponsor of Stonefield Commons Homeowners Association, Inc. which homeowners association will function to regulate and operate the proposed development; and

WHEREAS, it is the intention of Stonefield Commons Development Corp. to extend the Declaration of Covenants, Conditions and Restrictions to such Phase 2 and consolidate said lands within the purview of Stonefield Commons Homeowners Association for the uniformity of management and administration.

NOW THEREFORE, the undersigned, Stonefield Commons Development Corp. does hereby extend to the lands described on Exhibit A annexed hereto the Declaration of Covenants, Conditions and Restrictions as the same were recorded in the Monroe County Clerk's Office on March 14, 1984 in Liber 6491 of Deeds at page 70, which lands shall be encumbered by said Declaration of Covenants, Conditions and Restrictions according to its terms.

STONEFIELD COMMONS DEVELOPMENT CORP.

BY: William T. Lehan  
WILLIAM T. LEHAN, Secretary

STATE OF NEW YORK  
COUNTY OF MONROE ) ss:

On this 22 day of March, 1985, before me personally came WILLIAM T. LEHAN to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Pittsford that he is the Secretary of Stonefield Commons Development Corp., the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Peter A. Lupo  
NOTARY PUBLIC

## DESCRIPTION OF STONEFIELD COMMONS AT BARKER ESTATES-PHASE II

All that tract or parcel of land containing 5.20 acres of land, situate in Town Lots 12 and 49, Township 12, Range 5, Town of Pittsford, County of Monroe, State of New York, as shown on Drawing No. 25798-01 entitled "Stonefield Commons at Barker Estates, Phase II, Plat Map" dated July, 1984, as prepared by Sear-Brown Associates, P.C., and being more particularly bounded and described as follows:

Beginning at the southeast corner of Phase I, Stonefield Commons at Barker Estates (L. 225, P. 33), said point being on the westerly right-of-way line of Stonington Drive (60' wide); thence

1. S 31°07'53" W, along said right-of-way line, a distance of 6.10 feet to a point of curvature; thence
2. Southwesterly, along a curve to the left with a radius of 314.14 feet and a central angle of 20°39'36", a distance of 113.28 feet to a point of reverse curvature; thence
3. Southwesterly, along a curve to the right with a radius of 30.00 feet and a central angle of 79°57'33", a distance of 41.87 feet to a point of tangency; thence
4. N 89°34'10" W, a distance of 5.27 feet to a point; thence
5. S 00°25'50" W, a distance of 60.00 feet to a point; thence
6. N 89°34'10" W, a distance of 285.78 feet to a point of curvature; thence
7. Northwesterly, along a curve to the right with a radius of 643.88 feet and a central angle of 28°14'10", a distance of 317.31 feet to a point on an easterly property line of Barker Estates (L. 203, P. 17); thence
8. N 28°40'00" E, along the easterly line of Greenwood Park as filed in Liber 203, Page 17, a distance of 60.00 feet to a point, said point being on a curve of the northerly right-of-way line of said Greenwood Park (60.00' wide); thence
9. Northwesterly, along a curve to the right with a radius of 583.88 feet and a central angle of 03°19'24", a distance of 33.86 feet to a point; thence
10. N 35°09'50" E, along an easterly property line of Barker Estates (L. 209, P. 1), a distance of 303.88 feet to an angle point; thence

25798  
10/22/84  
R.D.W.

11. N 42°39'50" E, along an easterly line of said Barker Estates, a distance of 160.00 feet to a point, said point being a southwest corner of Lot No. 13 of Barker Estates, Section 1, (L. 203, P. 17); thence

12. S 71°00'10" E, along the southerly property line of said Lot No. 13, a distance of 104.05 feet to a point on the easterly property line of Barker Estates, Section 1 (L. 203, P. 17), said property line also being the westerly property line of Stonefield Commons at Barker Estates, Phase I; thence

13. S 18°59'50" W, along said westerly property line of said Stonefield Commons, a distance of 35.00 feet to a point; thence

14. S 55°55'53" E, along a southerly property line of Stonefield Commons at Barker Estates, Phase I, a distance of 332.00 feet to an angle point; thence

15. S 18°46'49" E, along a southerly boundary line of said Stonefield Commons, a distance of 72.76 feet to the Point and Place of Beginning.

Subject to any easements or encumbrances of record.

STATE OF NEW YORK  
MONROE COUNTY, SS.

RECORDED ON 05/26/85  
TIME 16 09 01  
BOOK 6681 PAGE 347  
REEL FR  
OF

DEED  
AND EXAMINED  
PATRICIA E. ADDUCK  
MONROE COUNTY CLERK

EXHIBIT I  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made the 31st day of August, 1983, by STONEFIELD COMMONS DEVELOPMENT CORP., hereinafter called "Declarant".

WHEREAS, Declarant is the owner of certain real property in the Town of Pittford, Monroe County, New York, more particularly described as all that tract or parcel of land situate in the Town of Pittsford, Monroe County, New York as shown on Schedule A attached hereto.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Stonefield Commons Homeowners Association, Inc., its successors and assigns.

Section 2. "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 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "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 Area.

Section 5. "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 is described as all of the premises herein described as "Properties".

Section 6. "Declarant" shall mean and refer to Stonefield Commons Development Corp., its successors and assigns



if such successors or assigns shall acquire more than one undeveloped lot from Declarant for the purpose of development.

## ARTICLE II

### 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 facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members approving such transfer. No such dedication or transfer shall be effective unless an instrument signed by 75% of each class of members, and their mortgagees, agreeing to such dedication or transfer has been recorded.

(c) the right of individual members to the exclusive use of parking spaces and any sidewalks which may be provided for members upon the Common Area.

(d) the right of invitees and business visitors of any owner to ingress and egress over those portions of the Common Area that lie within the private roadways.

(e) the right of the Association to designate certain portions of the Common Area as parking lots for vehicles of owners, their invitees and business guests.

(f) the right of the Association to designate certain portions of the Common Area as sidewalks of owners, their invitees and business guests.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

### ARTICLE III

#### EASEMENTS

Section 1. Easements for Utilities. 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. Easements for Encroachments. Each lot, and the property included in the Common Area, shall be subject

to an easement for encroachments created by construction, settling and overhangs for all buildings constructed by Declarant. A valid easement for said encroachments, and for the maintenance of same, so long as such encroachments stand shall and does exist. In the event that any structure containing two or more living units is partially or totally destroyed and then rebuilt, or is in need of repair, the owners of the living units so affected agree that minor encroachments of parts of the adjacent living units on adjoining lots or on the Common Area due to such construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 3. Other Easements. There is hereby created a blanket easement upon, across, over and under all of the properties, for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna or cable system. By virtue of this easement it is expressly permissible to erect and maintain the necessary poles and other equipment on the Properties, and to affix and maintain electrical or telephone wires and conduits, sewer and water lines, on, above or below any residence or land owned by any owner. An easement is hereby granted to the Association, its officers, agents, employees, including

employees of any management company having a contract with the Association over all of the Common Areas, and to enter any residence to perform the duties of maintenance and repair of the residences or Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to any other residence. An easement is hereby reserved to Declarant to enter the Common Areas during the period of construction 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 construction and sale of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs and model units, provided that this does not unreasonably obstruct access by members of the Association.

Section 4. Limited Exclusive Easement to Owners.

Subject to the provisions of Section 3 above, each owner shall have an easement in the Common Area for the exclusive right to use that portion of the Common Area occupied by the concrete patio or wood deck appurtenant to his lot, the area beneath it and his courtyard entryway. Provided, however, no expansion of said easement areas beyond where originally constructed by the Sponsor shall be permitted without the written consent of the Association.

## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A members shall be all owners with the exception of Declarant and any other person or entity which acquires title to all or a substantial portion of the Properties for the purpose of developing thereon a residential community. Each Class A member shall be entitled to one vote for each lot owned. 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 they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B member shall be the Declarant or its successors or assigns, and shall be entitled to one vote for each lot owned. Class B membership shall cease and be converted to Class A membership on January 1, 1985. Prior to January 1, 1985, Class A members shall not be entitled to vote for members of the Board of Directors.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Prior to the issuance of a Certificate of Occupancy by the Town of Pittsford for a lot, the Declarant shall be obligated only for the difference between the actual Association expenses including reserves applicable to completed improvements as provided for in the Association's budget, and the Association charges levied on owners who have closed title to lots as projected in Schedule A of the Offering Plan filed with the Department of Law of the State of New York regarding these properties. Upon the issuance of a Certificate of Occupancy by the Town of Pittsford, 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 maintenance assessments or charges, including real estate tax charges for the Common Area, such assessments to be established and collected as hereinafter provided. The annual maintenance assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and

reasonable attorneys 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 his successors in title unless expressly assumed by them.

Section 2. Rate of Assessment. Maintenance assessments must be fixed at a uniform rate for all lots.

Section 3. Due Dates for Annual Assessment. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors, and, unless the Board otherwise provides one-twelfth of the annual maintenance assessment shall be due on the first day of each month. The Association shall, upon demand, and for a reasonable charge, furnish a Certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 4. Effect of Nonpayment of Assessment and Remedies of the Association. Any assessment not paid within 30 days after the date shall become a lien against that lot, and shall bear interest from the due date at the legal rate. The Association may bring an action at law against the owner

personally obligated to pay the same, or may foreclose on the lien against the property, and interest, costs and reasonable attorneys fees of any such action will be added to the amount of such assessment. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association the right and power to bring all actions against such owner personally for the collection of each charge, and to enforce the aforesaid lien 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. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 5. Subordination of the Lien to 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 assessment as to payments which became 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 6. Special Assessments may be levied upon a vote of two-thirds (2/3) of both Class A members, and a two-thirds (2/3) vote of the Class B members.

#### ARTICLE VI

##### EXTERIOR MAINTENANCE

In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: Paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, and other exterior improvements including snow plowing of driveways and common walkways only. Such exterior maintenance shall not include glass surfaces or doors, screens, screendoors, patio fences, nor shall it include the maintenance or snow shoveling of individual sidewalks. In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests or invitees, the cost of such maintenance and repairs shall be added to and become a part of the assessment to which such lot is subject. The above obligation

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

## ARTICLE VII

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the dwelling units upon the properties and placed on the dividing line between the lots shall constitute a party wall for the purposes of this Declaration only, and to the extent not inconsistent with the provisions of this Article the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. 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 proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty any owner who has used the wall may restore it, and if the other owner thereafter makes use of the wall he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for

a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

Section 5. Right of Contribution Runs with the Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, except for disputes involving the Sponsor, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all of the arbitrators and be binding upon the party. Judgment upon the award of the arbitrators may be taken in any court of law with jurisdiction thereof.

## ARTICLE VIII

### USE OF PROPERTY

No lot shall be used except for residential purposes. No commercial or business activities shall be permitted upon the properties. No building shall be erected,

altered, placed or permitted to remain on any lot other than one attached single-family dwelling and a garage not exceeding one story in height. No motor vehicle other than a private passenger type, and no boat or trailer may be stored or parked on any portion of the properties, except in an enclosed garage, except for those vehicles making deliveries or providing services to the living units in the development. No advertising signs shall be placed or permitted to remain on the properties. No animals of any kind shall be raised, bred or kept in any dwelling or on any lot, except that dogs, cats or other domestic household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that no more than two pets in the aggregate may be kept in any such dwelling or lot. Garbage and rubbish shall not be dumped or allowed to remain on any lot except in accordance with the rules of the Association. Window air conditioners, laundry poles and lines outside of dwellings are prohibited. No radio, television or similar towers or antennae shall be erected on any lot or attached to the exterior of any dwelling without the prior consent of the Association. There shall be no obstruction to the Common Areas nor shall anything be stored in the Common Areas without prior consent of the Association. There shall be

no unusual or objectionable noise or odors allowed to emanate from the dwelling units.

These restrictions shall not apply to the business activities of Declarant or its successors during construction by Declarant or its successors upon any portion of the properties, or any additions thereto, so long as there are no undue delays. Except in any individual patio area adjacent to a dwelling unit and fenced at the time of purchase, no permanent planting or gardening shall be done, and such planting as is done within the patio areas shall be kept trimmed so as not to encroach on neighboring property. Annuals may be planted directly next to the foundation of the home or patio, however, once planted the maintenance of these is the responsibility of the home owner. No fences, hedges 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. No alteration or addition to or re-painting of the exterior of any dwelling unit shall be made unless it shall conform in architecture, material and color to the dwelling as originally constructed by Declarant. 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 harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. In the event that said Board or its designated committee fails to approve or disapprove such design and location within 60 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE IX

##### INSURANCE AND CASUALTY DAMAGE

The Homeowners Association will obtain and maintain in force and effect a policy of fire and other casualty insurance, in an amount, and with such coverage, as are acceptable to the Association, and with coverage adequate to cover the full replacement cost of any repair or reconstruction work on the owner's property. An annual evaluation shall be made by the Board of Directors to determine the adequacy of the insurance. Each homeowner will be issued a certificate from the master policy which will indicate the amount of coverage on the owner's unit and will name the owner and the Association as the insured.

The provisions of any mortgage on Common Areas or lots notwithstanding, in the event of damage or destruction by fire or other casualty insured against to any real property of the owner, the Association shall receive the proceeds of such insurance, and make such proceeds available to the owner for repair or replacement of the owner's property. The owner shall, upon receipt of notification of the availability of insurance proceeds, repair or rebuild such damaged or destroyed portions of the exterior of the owner's property in a good workmanlike manner substantially the same as the original plans and specifications of said property. If the owner refuses or fails to repair or rebuild the exterior within 30 days, the Association may repair or rebuild such exterior paying for the same from the insurance proceeds, and shall deliver to the owner any excess insurance proceeds.

The owner is required to reimburse the Association for the cost of such repairs or reconstruction, and the Association has a lien on the owner's unit to secure such reimbursement. The lien is enforceable in the same manner as the lien for annual assessments.

#### ARTICLE X

##### ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

##### Section 1. Additions to the Property by Declarant.

Declarant, its successors or assigns, shall have the right, without the consent of the members of the Association, within

ten years of the date of this Instrument to bring within the scheme of this Declaration additional properties to be developed substantially as the properties contained herein. However, neither Declarant nor its successors and assigns shall be bound to make such additions. Such additions shall be made by filing in the Monroe County Clerk's Office a supplemental Declaration with respect to the additional properties, which shall extend the scheme of this Declaration to such properties. Such supplemental Declaration may contain additions and modifications to the covenants and restrictions contained in this Declaration which are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental Declaration revoke or modify the covenants established by this Declaration.

Section 2. Additions to the Property by the Association. Annexation of additional property by other than Declarant shall require the assent of two-thirds of both classes 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 XI

### -GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind



the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective heirs, successors and assigns for a period of 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 years each, unless an Instrument signed by the then owners of seventy-five percent (75%) of the homes has been recorded, agreeing to change said covenants and restrictions, in whole or in part. This Declaration may be amended during the first 30-year period by an Instrument signed by not less than 90 percent of the owners, and thereafter by an Instrument signed by not less than 75 percent of the owners. Any amendment must be recorded in Monroe County Clerk's Office to be 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set is hand and seal this 31st day of August, 1983.

STONEFIELD COMMONS DEVELOPMENT CORP.

By

Donald J. Lieber  
Donald J. Lieber, President

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:  
TOWN OF PITTSFORD)

On this 31st day of August, 1983, before me personally came DONALD J. LIEBER to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Rochester, New York; that he is the President of Stonefield Commons Development Corp., the corporation described in, and which executed the within Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto be like order.

~~IPATHEIA MICH OMO~~  
~~Notary Public for the State of New York~~

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Patricia Ann Cugo  
Notary Public

SCHEDULE A

2579A  
8/15/83  
A.P.P.  
REV. 9-7-83

DESCRIPTION OF STONEFIELD COMMONS  
AT BARKER ESTATES, PHASE I

All that tract or parcel of land, containing 3.77+ acres, situate in part of Town Lots 12 and 49, Township 12, Range 5, in the Town of Pittsford, County of Monroe, State of New York, as shown on Drawing No. 2579A-12 entitled "Stonefield Commons at Barker Estates, Phase I, Plat Map" dated September 7, 1983, as prepared by Sear-Brown Associates, P.C., and being more particularly bounded and described as follows:

Beginning at the northeast corner of Lot No. 9 of Barker Estates, Section I (L. 203, P. 17), said point being on the southerly right-of-way line of Stonington Drive (60.00' wide); thence

1. S  $71^{\circ}00'10''$  E, along said right-of-way line, a distance of 25.23 feet to a point of curvature; thence

2. Southeasterly, continuing along said right-of-way line along a curve to the right with a radius of 167.60 feet and a central angle of  $70^{\circ}38'03''$ , a distance of 206.62 feet to a point of tangency; thence

3. S  $00^{\circ}22'07''$  E, along the westerly right-of-way line of Stonington Drive, a distance of 522.80 feet to a point of curvature; thence

4. Southwesterly, continuing along said right-of-way line along a curve to the right with a radius of 246.57 feet and a central angle of  $31^{\circ}30'00''$ , a distance of 135.56 feet to a point of tangency; thence

5. N  $18^{\circ}46'49''$  W, along the phase line between Phase I and "Future Phases" of Stone Field Commons, a distance of 72.76 feet to an angle point; thence

6. N  $55^{\circ}55'53''$  W, along the said phase line, a distance of 332.00 feet to a point of intersection with the southerly extension of the easterly line of said Barker Estates, Section 1; thence

7. N  $18^{\circ}59'50''$  E, along said easterly property line of Barker Estates, Section 1, a distance of 595.00 feet to the point and place of beginning.