

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**OF
WOODCLIFF HOMEOWNERS ASSOCIATION, INC.**

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made the day of , 1987, by THE FAIRWAYS AT WOODCLIFF, hereinafter called "Declarant".

WHEREAS, Declarant is the owner of certain real property in the Town of Perinton, Monroe County, New York, more particularly described in 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 Woodciff 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", excepting therefrom the building Lots and the dedicated road as shown on the map of the Properties filed in Monroe County Clerk's Office as aforesaid.

Section 6. "Restricted Common Area" shall mean those areas specifically designated in Article X of this Declaration which are exclusively restricted in use and enjoyment to the owner of a particular unit.

Section 7. "Declarant" shall mean and refer to The Fairways at Woodciff, 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 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 suspend the right to the use of any facilities on the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- (c) 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.
- (d) the right of the individual members to the exclusive use of parking spaces and any sidewalks which may be provided for members upon the Common Area.
- (e) the right of invitees and business visitors of any Owner to ingress and egress over those portions of the Common Areas that lie within private roadways.
- (f) 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.
- (g) 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 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, shall exist for so long as such encroachments shall stand and do 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 2. 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 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.

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 members with the exception of the 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 only one vote regardless of the number of lots owned. When more than one (1) person holds an interest in any Lot, such persons shall constitute an organization which shall be a member entitled to cast one vote. The vote for such Lot shall be exercised as the persons who constitute the organization shall among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Each person who is a part of such organization shall severally be entitled to the other rights and subject to the other obligations of membership. Class B members shall be the Declarant or its successors or assigns, and shall be entitled to one vote for each Lot owned. The Class B membership shall cease and be converted into Class A membership on July 1, 1992, or when ninety percent (90%) of the Lots within the Association have closed and record title transferred, whichever is earlier. Prior to such date, Class A members shall not be entitled to vote for membership of the Board of Directors.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. 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 agrees to pay as of the date of transfer of title to the Association annual maintenance assessments or charges, such assessments to be established and collected as hereinafter provided. The annual maintenance assessments, 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. Once assessments have been established, during the period the Declarant owns more than forty—nine percent (49%) of the Lots, the maintenance assessment shall not be raised more than fifteen percent (15%) above the prior year's assessment except that an increase may be cumulative to the extent of the unused portion of the previous year or years' increases and the fifteen percent (15%) maximum increase.

Section 3. Due Dates for Annual Assessment. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless the Board otherwise provides, one-twelfth (1/12) of the annual maintenance assessment shall be due on the first day of each month. The Association or the Managing Agent shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or the Managing Agent setting forth whether the assessments on a specified Lot have been paid.

The Owner shall pay a prorated share of one-twelfth (1/12) of the monthly assessment at the time of acceptance of the deed.

Section 4. Effect of Nonpayment of Assessment and Remedies of the Association. Any assessment not paid within thirty (30) days after the due 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 Declarant or Owner personally obligated to pay the same, or may foreclose the lien against the home and Lot, and late charges, interest, costs and reasonable attorneys' fees for any such action shall 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 to 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 affect 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. Special assessments may be levied upon a vote of two-thirds (2/3) of both Class A members and Class B members.

ARTICLE VI EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, including repair and maintenance of sanitary and storm laterals, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: Paint, repair, replacement and care of roofs and sidewalks, gutters, downspouts, patios, decks, exterior building surfaces, trees, shrubs, grass, and other exterior improvements including snow plowing of driveways and common walkways. Such exterior maintenance shall not include glass surfaces or doors, screens, or screen doors. 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 cost of furnishing the necessary protection against such element.

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 Declarant, 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 parties. Judgment upon the award of the arbitrators may be taken in any court of law with jurisdiction thereof.

ARTICLE VIII USE OF PROPERTY

Section 1. Advertising and Signs. No sign or other advertising device of any nature shall be placed for display to the public view on any lot or other portion of the Properties (including temporary signs advertising property for sale or rent) except with the consent of the Board of Directors or the Architectural Review Committee if one has been appointed by the Board.

Section 2. Animals Including Birds and Insects. Except for fish or birds kept in a cage, and no more than two (2) dogs or two (2) cats, no animals shall be kept or maintained on any Lot or other portion of the Property except with the consent of the Board of Directors of the Association which may, from time to time, (i) impose

reasonable rules and regulations setting forth the type and number of animals, including birds and insects and (ii) prohibit certain types of animals, including birds or insects entirely. Notwithstanding the above, the Board of Directors of the Association shall have the right to require any Owner (or any tenant of any Owner, or any family member or guest of any Owner or tenant) to dispose of any animal, including birds or insects, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal 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, or if the animal could pose a threat to the health or safety of the Association members.

Section 3. Protective Screening and Fences. Any screen planting, fence enclosures, or walls initially developed on a Lot or other portion of the Properties shall not be removed or replaced with other than a similar type of planting, fence, or wall except with the permission of the Board of Directors or the Architectural Committee if one has been appointed. Except for the foregoing, no fence, wall, or screen planting of any kind shall be planted, installed, or erected upon said parcel or other portion of the Properties unless approved by the Board of Directors or the Architectural Committee if one has been appointed. Notwithstanding the foregoing, no fence, wall, or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 4. 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 (all of which are referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors. All such trash shall be kept in an enclosed building. 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 Property designated by the Board of Directors or the Architectural Committee so as to provide access to persons making such pick-up. The Board of Directors or the Architectural Committee may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property. All incinerators or other facilities for the storage or disposal of Trash, shall be kept in a clean and sanitary condition.

Section 5. No Above Surface Utilities Without Approval. No facilities, including without limitation, poles and wires for the transmission of electricity 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 Properties without the prior written approval of the Board of Directors or the Architectural Committee.

Section 6. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance in 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 (i) be detrimental to or endanger the public health, safety, comfort, or welfare, (ii) be injurious to property, vegetation, or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulation or other governmental law, ordinance, or code.

Section 7. Dwelling in Other Than Residential Units. 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 Property except with the consent of the Board of Directors.

Section 8. Television and Radio Antennas. No outside television antenna shall be erected on any Lot or other portion of the Property except with the consent of the Board of Directors or the Architectural Committee.

Section 9. Landscaping. After the transfer of title by the Declarant to a Lot or other portion of the Property, no landscaping (specifically including but not limited to the removal of trees) shall be performed on such Lot or other portion of the Property except with the permission of the Board of Directors or the Architectural Committee. The Board of Directors or the Architectural Committee in its discretion may adopt and promulgate rules and regulations regarding landscaping of the Property and the preservation of trees and other natural resources and wildlife upon the Property. The Board of Directors or the Architectural Committee may designate certain trees, regardless of size, as not removable without written authorization.

Section 10. Residential Use Only. Except as provided in Section 11 below, the Property shall be used only for residential purposes and purposes incidental and accessory thereto.

Section 11. 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 Property except the conduct of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

Section 12. Outside Storage. Outside storage or parking of commercial or recreational vehicles, camper bodies, boats, and trailers shall be prohibited except as may be otherwise permitted by the Association's Board of Directors, (unless prohibited altogether by the applicable zoning requirements).

Section 13. Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Declarant, no work on any motor vehicles, boats, or machines of any kind shall be permitted outdoors on the Property, except with the consent of the Association's Board of Directors.

Section 14. Indoor Repair Work. All work with respect to the interior of any unit shall be done during normal work hours (8:00 A.M. to 6:00 P.M. Monday through Saturday) so as not to interfere with other owners use and enjoyment of their unit.

Section 15. Oversized, Commercial, or Unlicensed Vehicles. Unless used in connection with the construction or sale of Units by the Declarant, or maintenance of the Property, or unless otherwise consented to by the Board of Directors, the following shall not be permitted to remain overnight on the Property:

- (a) commercial vehicles of a weight of two (2) tons or more;
(b) unlicensed motor vehicles of any type.

Section 16. Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted within the Property unless authorized by the Board of Directors or the Architectural Committee.

ARTICLE IX

INSURANCE AND CASUALTY DAMAGE

Section 1. Insurance Coverage. The 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 Owner 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.

Section 2. Damage or Destruction. 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.

If the insurance proceeds are insufficient to complete the repairs, 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.

Section 3. Exclusive Use. The Association shall obtain and keep in full force and effect a policy of general liability insurance on the Common Area. The premium for this insurance shall be billed to the Association and the cost thereof shall be included in the annual assessment to the Owners.

Each Owner shall maintain their own policy of coverage insuring his contents, personal property and liability for injury occasioned to persons outside the Common Area.

ARTICLE X RESTRICTED COMMON AREA

Section 1. Exclusive Use. There are certain so-called "Restricted Common Areas" which are built on the Common Area but are restricted in use and enjoyment to the owner of a particular unit. The Restricted Common Areas in Woodcliff Homeowners Association are (a) the patios adjacent to the units and (b) the decks adjacent to the units. These decks and patios are for the exclusive use and enjoyment of the unit owner and the unit owner's guests and invitees, and are restricted in use as such.

Section 2. Maintenance. The Association has the responsibility for maintaining the patio and deck adjacent to each unit. However, any enclosure of a deck shall be the maintenance responsibility of the unit owner. The enclosures shall be defined to mean the interior ceiling wall, screens, interior flooring and any additions which the unit owner may make to the deck.

ARTICLE XI ADDITIONS TO PROPERTY OF THE ASSOCIATION

Annexation of additional property by the Association shall require the assent of 75% of the Owners, 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. Any property so annexed must be subjected to this declaration by recording in the Monroe County Clerk's Office a Supplemental Declaration extending this Declaration and any amendments thereto to such annexed property, and the annexation shall not be deemed effective until such document is recorded.

ARTICLE XII 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 Owners 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 seventy-five percent (75%) of the then Owners of the Lots 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 then Owners of the Lots, and thereafter by an Instrument signed by not less than 75 percent of the then Owners of the Lots. 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 affect 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 its hand and seal this day of , 1987.

THE FAIRWAYS AT WOODCLIFF DEERFIELD
TOWNHOUSE COMPANY, INC.

By: _____
Joseph T. Scuderi, President

MOSELY REALTY, INC.

By: _____

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Perinton, County of Monroe, State of New York; and being part of Town Lot 49, Township 12, Range 4, and more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Woodciff Drive, said point being 2723.57 feet easterly of the intersection of the southerly right-of-way line of Woodciff Drive and the northerly right-of-way line of the Pittsford-Victor Road, New York State Route 96, said point also being the northeast corner of Woodciff Development Lot 3.3 as filed in the Monroe County Clerk's Office Liber 6833 of Deeds, Page 35; thence along the following courses and distances;

1. S 03° 02' 08" W, a distance of 395.87 feet, along the easterly boundary line of said lot 3.3, to a point; thence,
2. S 37° 14' 06" E, a distance of 220.00 feet along the easterly boundary line of said lot 3.3, to a point; thence,
3. S 18° 20' 15" W, a distance of 404.81 feet along the easterly boundary line of said lot 3.3, to a point; thence,
4. S 84° 29' 16" E, a distance of 246.13 feet, along the northerly boundary line of lands now or formerly owned by the Skywood Properties, Company as filed in the Monroe County Clerk's Office, Liber 6888 of Deeds, Page 332, to a point; thence,
5. S 29° 08' 10" E, a distance of 70.99 feet, along the northerly boundary line of said Skywood Properties, Company lands, to a point; thence,
6. N 64° 19' 08" E, a distance of 49.51 feet, along the northerly boundary line of said Skywood Properties, Company lands, to a point; thence,
7. S 38° 08' 16" E, a distance of 48.33 feet, along the northerly boundary line of said Skywood Properties, Company lands, to a point; thence,
8. N 49° 25' 10" E, a distance of 168.30 along the westerly boundary line of Woodciff Development, Lot 3.2, as filed in the Monroe County Clerk's Office, Liber 6833 of Deeds, Page 35, to a point; thence,
9. N 08° 38' 03' W, a distance of 637.00 feet, along the westerly boundary line of said Lot 3.2, to a point; thence,
10. N 01° 16' 41" E, a distance of 425.44 feet, along the westerly boundary line of said Lot 3.2 to a point on the southerly right-of-way line of Woodciff Drive; thence,
11. On an arc to the left, having a radius of 520.00 feet, a distance of 405.60 feet, along the southerly right-of-way line of Woodciff Drive, to the point of beginning.

Intending to describe a parcel of land containing 5.62 acres.

2 SCHEDULE A Cont'd

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6 ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Perinton,
County of Monroe and State of New York, more particularly bounded and described
as follows:

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10 Commencing at the northwest corner of Area "F" as described and conveyed in a
deed from Skyline of Rochester, Inc. to Skywood Properties Company, dated
12 September 11, 1986 and recorded in the Monroe County Clerk's Office on September
12, 1986 in Liber 6973 of Deeds at page 220 and running thence (1) S 81° 35' 33"
14 E, a distance of 440.67 feet to a point on the westerly boundary line of
Woodciff Development Lot 3.2, as recorded in Monroe County Clerk's Office,
16 Liber 6833 of Deeds, page 35; thence (2) S 08° 38' 03" E, along the westerly
boundary line of said Woodciff Development Lot 3.2, a distance of 46.31 feet
18 to a point; thence (3) S 49° 25' 10" W along the westerly boundary line of
said Woodciff Development Lot 3.2 and continuing into lands of Skywood
20 Properties Company a total distance of 168.30 feet to a point; thence (4) N
38° 08' 16" W a distance of 48.33 feet to a point; thence (5) S 64° 19' 08" W a
22 distance of 49.51 feet to a point; thence (6) N 29° 08' 10" W a distance of
70.99 feet to a point; thence (7) N 84° 29' 16" W a distance of 246.13 feet to
24 a point on the easterly line of Woodciff Development Lot 3.3 as recorded in
Monroe County Clerk's Office in Liber 6833 of Deeds at page 35; thence (6) N
18° 20' 45" E 123.78 feet to the point and place of beginning.

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28 BEING AND INTENDING HEREBY to describe and convey all of Area "F" referred
to above and a portion of Area "B" as conveyed to Skywood Properties Company by
30 deed from Skyline of Rochester, Inc. to Skywood Properties Company dated April
24, 1986 and recorded in the Monroe County Clerk's Office on April 24, 1986 in
Liber 6888 of Deeds at page 332.

32
34 SUBJECT TO easements of record affecting the premises, if any.

CERTIFICATE OF INCORPORATION

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**CERTIFICATE OF INCORPORATION
OF
WOODCLIFF HOMEOWNERS ASSOCIATION, INC.**

Under Section 402 of the Not-for-Profit Corporation Law

**HARTER, SECREST & EMERY
700 MIDTOWN TOWER
ROCHESTER, NEW YORK 14604-2070**

CERTIFICATE OF INCORPORATION
OF
WOODCLIFF HOMEOWNERS ASSOCIATION, INC.

Under Section 402 of the Not-for-Profit Corporation Law

The undersigned, for the purpose of forming a corporation under Section 402 of the Not-for-Profit Corporation Law, hereby certifies:

1. The name of the Corporation is Woodciff Homeowners Association, Inc.
2. The purposes for which the Corporation is to be formed are to hold real property and to provide maintenance, preservation and architectural control of the residence lots and common area within the Woodciff Subdivision located in the Town of Perinton, County of Monroe, State of New York; to promote and protect the interests, health, safety and welfare of the residents within the above property and any additions thereto; and to enforce all covenants, easements, restrictions and agreements relating to or affecting said property.

In addition to the foregoing corporate purposes, the Corporation may do any other act or thing incidental to or in connection with the foregoing purposes or in the advancement thereof, and to do lawfully all and everything necessary, suitable and proper for the attainment of any of these purposes, the accomplishment of any of these objects, or the furtherance of any of the powers hereinabove set forth; and to have, enjoy and exercise all of the rights, powers, privileges and exemptions which are now or may hereinafter be conferred upon not-for-profit corporations organized under the laws of the State of New York, as they now exist or may be amended or supplemented and to do lawfully all and everything necessary, suitable and proper for the attainment of any of these purposes, the accomplishment of any of these objects, or the furtherance of any of the powers hereinabove set forth; and to have, enjoy and exercise any and all rights, powers, privileges, and exemptions which are now or which may hereinafter be conferred upon non-profit corporations organized under the laws of the State of New York, as they now exist or may be amended or supplemented.

No part of the net earnings of the Corporation shall inure to the benefit of any member, trustee, director, officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation) and no member, trustee, officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

The foregoing clauses shall be construed both as objects and powers, in furtherance, and not in limitation, of the general powers conferred by the laws of the State of New York, and it is expressly provided that the enumeration herein of specific objects and powers shall not be held to limit or restrict in any way the general powers of the Corporation.

- 2 3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section
4 102 of the Not-for-Profit Corporation Law and is a Type A corporation under
6 Section 201 (Purposes) of the Not-for-Profit Corporation Law. The
8 limitations of the Corporation's purposes set forth in this Certificate of
10 Incorporation are in compliance with its Type A status.
- 6 4. The office of the Corporation shall be located in the County of Monroe.
- 8 5. The Secretary of the State of New York is hereby designated as the agent of the
10 Corporation upon whom process in any action or proceeding against it may be
12 served. The post office address to which the Secretary of State shall mail a copy
of process against the Corporation which may be served upon him is 86 Scio
Street, Rochester, New York 14604.
- 6 6. The names and addresses of the initial directors of the Corporation are:

14 Donald F. Morgan
16 86 Scio Street
Rochester, New York 14604

8 Henry E. Snyder
20 86 Scio Street
Rochester, New York 14604

22 Joseph T. Scuderi
24 5794 Widewaters Parkway
Dewitt, New York 13214

26 IN WITNESS WHEREOF, this Certificate has been signed by the subscriber this
28 13th day of January, 1987 and the subscriber does by her signature hereto affirm the
truth of the statements contained herein under penalty of perjury.

30
32
34 Margaret I. Esmay
700 Midtown Tower
36 Rochester, New York 14604