

March 2017

The Stony Point Homeowners Association is a not-for-profit New York Corporation that is governed by the applicable laws of New York Department of Corporations and the following:

P1-4 1. Certificate of Incorporation (14 July 1986)

P5-31 2. The Association By-Lays (March 11 1987)

P32-71 3. Declaration of Covenants, Conditions and Restrictions (recorded January 27, 1988) which has been supplemented and modified by the following Supplemental Declarations of Covenants, Conditions and Restrictions:

- P72-74 I. Recorded on December 2, 1988-(3 pages) in Liber 7509 of Deeds at page 334;
P75-77 II. Recorded on October 18, 1990 (3 pages) in Liber 8015 of Deeds at page 212;
P78-92 II. Recorded on August 22, (13 pages) 1997 in Liber 8908 of Deeds at page 189;
P91-94 IV. Recorded on September 19, 1997 (5 Pages) in Liber 8918 of Deeds at page 520;
P96-102 V. Recorded on January 18, 2017 (7pages) in book 11810 of Deeds at page 394

Note: In addition, each of the 19 Patio Homes (11 full maintenance & 8 Partial maintenance) have a signed contract between each address and the Stony Point Homeowners Association providing for Full and Partial Maintenance of their homes that added/replaced the original DCCR supplement wording for Patio homes.

4. The Association Hand Book is a summary of the original DCCRs and a repository of Board updates that have been adopted by the Board ongoing. - Current copy of this document is maintained on the Stonypt.org web site.

Note: per our HOA Attorney: The Original Offering Plan document and related updates have expired and are no longer an applicable governing document of our association.

Copies of the above document should be provided to all new residents by the prior resident. Additional copies are available from our property management company for the cost of coping and mailing.

TOWN HOMES	96
PATIO HOMES	
FM	11
PM	8
	<hr/>
	19
SINGLE FAMILY	41
TOTAL	156

CERTIFICATE OF INCORPORATION

CERTIFICATE OF INCORPORATION

OF

STONY POINT HOMEOWNERS' ASSOCIATION, INC.

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

IT IS HEREBY CERTIFIED THAT:

ARTICLE I: The name of the Corporation is:

STONY POINT HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II: The corporation is a corporation as defined in subparagraph (a) (5) of §102 of the Not-For-Profit Corporation Law; the corporation shall be a Type A corporation pursuant to §201 of the Not-For-Profit Corporation Law and the purpose or purposes for which the corporation is being formed are as follows:

A. To acquire, own, hold, improve, build upon, construct, maintain, operate, manage, or otherwise dispose of real or personal property consisting of the common areas, easements, or facilities (the "Common Areas") in a residential development (the "Development") to be developed by Jay Builders, Inc. (the "Sponsor"), a New York corporation, on lands situated in the Town of Webster, County of Monroe, State of New York, known as Stony Point Subdivision, all sections and phases;

B. To enforce any and all covenants, restrictions, conditions and agreements applicable to the Common Areas and dwelling units in the Development and particularly any Declaration of Covenants, Conditions and Restrictions or similar declaration or amendments or supplements thereto, (hereinafter referred to as the "Declaration") which may hereafter be made with respect to the Development, and which may hereafter be recorded among the land records of Monroe County, New York.

C. To make and perform any duties, obligations and contracts and do any acts and things, and exercise any powers, rights and privileges suitable, convenient, proper or incidental for the accomplishment of any objects enumerated herein.

D. To preserve the architecture and appearance of the Development; to own an interest in, operate and maintain the Common Areas; and generally to operate exclusively for the promotion of the social welfare and common benefit of the residents of the Development within the meaning of §501(c)(4), if applicable, and §528(a) of the Internal Revenue Code of 1954, as amended.

E. To have any and all powers, rights and privileges which a corporation organized under the Not-For-Profit Corporation Law, by law may now or hereafter exercise; provided, however, that nothing herein contained shall authorize corporation to undertake or carry on any of the activities or functions specified or described in §404(a)-(t) of the Not-For-Profit Corporation Law.

ARTICLE III: The office of the corporation is to be located in the County of Monroe, State of New York.

ARTICLE IV: The initial directors of the corporation until the first annual meeting are as follows:

Jay Zukoski

114 Heather Drive
Rochester, NY 14625

Hanna Zukoski

114 Heather Drive
Rochester, NY 14625

Mary Kielkowicz

490 Benton Street
Rochester, NY 14620

ARTICLE V: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is Weiner, Lawrence, Salzman & Ferris, P. C., 248 West Commercial Street, P. O. Box 390, East Rochester, New York 14445.

IN WITNESS WHEREOF, I have made, signed and acknowledged this Certificate of Incorporation this 14th day of July, 1986.

Malcolm M. Lawrence
Malcolm M. Lawrence

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this 14th day of July, 1986, before me, the subscriber, personally appeared MALCOLM M. LAWRENCE to me personally known and known to me to be the same person described in and who executed the foregoing Certificate of Incorporation, and he duly acknowledged to me that he executed the same.

Kim T. Foote
Notary Public

KIM T. FOOTE
Notary Public, State of New York
Qualified in Monroe County
Commission Expires March 30, 1987

ASSOCIATION BY-LAWS

BY-LAWS
OF
STONY POINT HOMEOWNERS' ASSOCIATION, INC.

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BY-LAWS
OF
STONY POINT HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
Name

The name of the Association shall be Stony Point Homeowners' Association, Inc.

ARTICLE II
Definitions

Section 1. The "Association" shall mean Stony Point Homeowners' Association, Inc., its successors and assigns.

Section 2. The "Board" shall mean the Board of Directors of the Association.

Section 3. The "Common Areas" shall mean those areas of land in Stony Point Landing Subdivision, Section 1, which have been conveyed to the Association, including all physical improvements therein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public.

Section 4. The "Association Property" shall mean the improvements installed in the Common Areas by the Sponsor and owned by the Association.

Section 5. The "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions applicable to the Development recorded or to be recorded among the land records in the Clerk's Office of Monroe County.

Section 6. The "Development" shall mean Stony Point Subdivision, Section 1, together with all buildings and improvements thereon, plus any additional sections of said subdivision made subject to the Declaration.

Section 7. "Town Home" shall include any single family residence located in the Development, attached by a common or party wall to an adjacent Town Home

Section 8. "Detached Home" shall include any single family home in the Development which is physically detached from any other home.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot in the Development, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or by conveyance in lieu of foreclosure.

Section 10. The "Sponsor" shall mean Jay Builders, Inc., a New York corporation, its successors and assigns.

Section 11. "Lot" shall mean any single family residential lot or resubdivided lot appearing on a duly filed subdivision or resubdivision map or maps of the Development.

ARTICLE III Objectives

The objectives of the Association shall be (a) to acquire, own, hold, improve, build upon, maintain, operate, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property consisting of the Association Property in the Development; (b) to enforce any and all covenants, restrictions and agreements applicable to the Common Areas, Association Property and the homes in the Development and particularly the Declaration or similar declaration as may be made with respect to the Development, and which hereafter may be recorded among the land records of Monroe County, New York; (c) to make and perform any duties, obligations and contracts and do any acts and things, and exercise any rights, privilege and powers suitable, convenient, proper or incidental for the accomplishment of any of the objectives enumerated herein; and (d) to preserve the architecture and appearance of the Development; to own, operate and maintain the Common Areas and the Association Property; and generally to operate exclusively for the promotion of the social welfare and common benefit of the residents of the Development within the meaning of §528(c)(4) of the Internal Revenue Code of 1954, as amended.

ARTICLE IV Office

Section 1. Office. The principal office of the Association shall be located in the County of Monroe, State of New York.

Section 2. Additional Offices. The Association may also have offices at such other places within the State of New York

as the Board may from time to time appoint or the business of the Association may require.

ARTICLE V Membership

Section 1. Membership. Membership in the Association shall include every person who is an Owner of a Lot (including Sponsor) which is subject by the Declaration to assessment by the Association. The membership shall consist of two classes. Class A Members shall be all the Owners including the Sponsor. Each Class A Member shall be entitled to only one vote regardless of the number of Lots owned. When more than one person holds such interest or interests in any Lot, all such persons shall be Members and 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 such Lot.

The Class B Member shall be the Sponsor, its successors and assigns. Until the Class B Membership terminates, the Class B Member shall be the only Class entitled to vote.

When a purchaser of a Lot takes title thereto from the Sponsor, he becomes a Class A Member and the membership of the Sponsor with respect to such Lot shall cease.

Section 2. Termination of Class B Membership. The Class B Membership shall terminate and be converted to Class A Membership as to each Lot then or thereafter owned by Sponsor upon the happening of either of the following events, whichever occurs first:

a. Seven (7) years after the transfer of the first Lot in the Development; or

b. When ninety percent (90%) of the total number of Lots shown on the filed subdivision map for Stony Point Subdivision, Section 1, plus the additional Lots shown on filed maps for subsequent sections of the subdivision and subjected to the Association's jurisdiction have been sold.

Section 3. Lien. The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation for payment of assessments is imposed upon each Owner and becomes a lien upon the Lot against which such assessments are made as provided by the Declaration. Failure to pay such assessments shall not result in the suspension of Membership or the right to vote but may result in the loss in a delinquent Member's right to the use of

the Association Property except any Association Property, Common Areas, or easements which provide ingress, access, and egress to his home.

ARTICLE VI
Meeting of Members

Section 1. Place of Meeting. Meetings of Members shall be held at the principal office of the Association or at such other place as may be fixed by the Board.

Section 2. Annual Meetings. A meeting of Members shall be held annually for the election of Directors and the transaction of other business. The first meeting shall be held on a date selected by the Board of Directors to occur within six months after the transfer of the first Lot in the Development. Thereafter annual meetings shall be held on the anniversary of such date, or such other time and date as the Board shall designate.

Section 3. Agenda at Annual Meetings. The order of business at the annual meeting of Members shall be as follows:

- (a) Calling the meeting to order.
- (b) Proof of notice of meeting or waiver thereof.
- (c) Reading of minutes of last annual meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Directors.
- (g) Transaction of other business.

Section 4. Special Meetings. Special meetings of Members for any purpose or purposes may be called at any time by:

- (i) the President of the Association, or
- (ii) any three (3) Directors of the Association, or
- (iii) by Members entitled to cast ten percent (10%) of the total number of votes entitled to be cast at such meeting, who may, in writing, demand the call of a

special meeting specifying the date and month thereof, which shall not be less than two (2) nor more than three (3) months from the date of such written demand. The Secretary of the Association upon receiving the written demand shall promptly give notice of such meeting, or if he fails to do so within five (5) business days thereafter, any Member signing such demand may give such notice.

The Meeting shall be held at the principal office of the Association or at such other place as may be fixed in the notice of the meeting.

Section 5. Special Meetings for the Election of Directors.

(a) If, for a period of one (1) month after the date fixed herein for the annual meeting of Members, there is a failure to elect a sufficient number of Directors to conduct the business of the Association, the Board shall call a special meeting for the election of Directors. If such special meeting is not called by the Board within two (2) weeks after the expiration of such period or if it is so called but there is failure to elect such Directors for a period of two (2) months after the expiration of such period, Members entitled to cast ten percent (10%) of the total number of votes entitled to be cast in an election of Directors may, in writing, demand the call of a special meeting for the election of Directors specifying the date and month thereof, which shall not be less than two (2) nor more than three (3) months from the date of such written demand. The Secretary of the Association upon receiving the written demand shall promptly give notice of such meeting, or, if he fails to do so within five (5) business days thereafter, any Member signing such demand may give such notice. The meeting shall be held at the principal office of the Association or at such other place as may be fixed in the notice of meeting.

(b) At any special meeting called on the demand of Members, notwithstanding the provisions of these By-Laws, the Members attending, in person or by proxy, and entitled to vote in an election of Directors shall constitute a quorum for the purpose of electing Directors, but not for the transaction of any other business.

Section 6. Notice of Annual and Special Meetings.

(a) Written notice of meetings shall state the date, hour and place and, unless it is an annual meeting, indicate

that it is being issued by or at the direction of the person or persons calling the meeting. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called. A copy of the notice of any meeting shall be given personally or by mail, to each Member entitled to vote at such meeting. If the notice is given personally or by first class mail, it shall be given not less than ten (10) nor more than fifty (50) days before the date of the meeting; if mailed by any other class of mail, it shall be given not less than thirty (30) nor more than sixty (60) days before such date. If mailed, such notice is given when deposited in the United States mail, the postage thereon prepaid, directed to the Member at his address as it appears on the record of Members, or, if he shall have filed with the Secretary of the Association a written request that notices to him be mailed to some other address, then directed to him at such other address.

(b) When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is being adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record on the new record date entitled to notice under paragraph (a) of this Section.

Section 7. Waivers of Notice. Notice of meetings need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

Section 8. List or Record of Members at Meetings. A list or record of Members entitled to vote, certified by the Secretary of the Association, shall be produced at any meeting of Members upon the request therefor of any Member who has given written notice to the Association that such request will be made at least ten (10) days prior to such meeting. If the right to vote at any meeting is challenged, the inspectors of election, or the persons presiding thereat, shall require such list or record of Members to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list or record to be Members entitled to vote thereat may vote at such meeting.

Section 9. Quorum.

(a) Members entitled to cast not less than twenty percent (20%) of the total number of votes entitled to be cast thereat shall constitute a quorum at a meeting of Members for the transaction of any business, except as otherwise expressly provided by law, by the Certificate of Incorporation of the Association, the Declaration, or elsewhere in these By-Laws.

(b) When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any Members.

(c) The Members present may adjourn the meeting despite the absence of a quorum.

Section 10. Voting.

(a) For the purpose of determining the Members entitled to receive notice of any meeting of Members or adjournment thereof, to vote at any meeting of Members or any adjournment thereof, or to express consent or dissent from any proposal without a meeting, or for the purpose of determining Members entitled to receive any distribution or the allotment of any rights, or for the purpose of any other action by the Members, the Board may fix, in advance, a date as the record date for any such determination of Members. Such record date shall not be more than fifty (50) nor less than ten (10) days before the date of such meeting.

(b) When a determination of Members of record entitled to notice of or to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board fixes a new record date under this section for the adjourned meeting.

(c) Directors shall be elected by a plurality of votes cast at a meeting of Members by the Members entitled to vote in the election, and any other corporate action to be taken by vote of the Members shall be authorized by a majority of the votes cast at a meeting of Members by the Members entitled to vote thereon, except as otherwise required by law, by the Declaration, or by the specific provision of the By-Laws.

(d) Upon direction of the presiding officer, or upon demand of any Member entitled to vote thereon, the vote upon any business before a meeting shall be by ballot, but otherwise any such vote may not be by ballot.

Section 11. Proxies.

(a) Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy.

(b) Every proxy must be signed by the Member or his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law. A proxy must be filed with the Association's secretary prior to the meeting at which it is to be used.

Section 12. Inspectors of Election.

(a) The Board, in advance of any meeting of Members, may appoint one or more inspectors of election to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a Members' meeting may, and on the request of any Member entitled to vote thereat shall, appoint one or more inspectors. In case any person appointed as inspector fails to appear or act, the vacancy may be filled by the Board in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability, and the oath so taken shall be signed by the inspector before the person presiding at the meeting and shall be filed with the Secretary of the Association. No Director, or candidate for Director at a meeting, one of the purposes of which is to elect Directors, shall act as inspector thereat.

(b) The inspectors shall determine the number of memberships outstanding and the voting power of each, the membership represented at the meeting, the existence of a quorum, the validity and the effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count or tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all Members. On request of the person presiding at the meeting or any Member entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated and of the vote as certified by them.

Section 13. Action by Members Without a Meeting. Whenever, under the New York Not-For-Profit Corporation Law, Members are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, by all of the Members entitled to vote thereon.

Section 14. Limitations on Voting. Only Town Home Members shall have the right to vote on any matter related to the Association's provision of and assessments for Town Home exterior maintenance services as described in the Declaration. No Member shall cast his vote in such a fashion to change the method of assessments in contradiction of the provisions and limitations of the Declaration and Exhibit B attached thereto.

Section 15. Special Assessments. Except where the Board has authority to impose special assessments, and after the Sponsor is no longer a Class B member, special assessment shall be authorized by a majority of the votes cast at a meeting of the members by the members entitled to vote thereon.

ARTICLE VII Board of Directors

Section 1. Management of the Affairs of the Association. The management of the affairs of the Association shall be vested in the Board which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation of the Association, or by the Declaration, or by these By-Laws directed or required to be exercised or done by the Members.

Section 2. Qualifications of Directors. Each Director shall be at least eighteen (18) years of age.

Section 3. Number of Directors. The Board shall consist of not less than three (3) nor more than nine (9) Directors. The number of Directors may be increased or decreased by action of a majority of the Members or a majority of the entire Board subject to the limitation that no decrease shall shorten the term of any incumbent Director.

Section 4. Election and Term. At each annual meeting of Members, Directors shall be elected for a term of three (3) years by a plurality of votes cast to hold office until the expiration of the term for which they are elected, and until their successors have been elected and qualified. In all elections of Directors, each Member shall be entitled to as many votes as shall equal the number of votes which, except for these provisions as to cumulative voting, such Member would be

NOTICE TO ALL STONY POINT HOME OWNERS

At the February 17, 2014 meeting of the Board of Directors of the Stony Point Homeowners Association and in accordance with the By-Laws Article XIII Amendments, the Board by unanimous vote of the Directors present did amend the By-Laws of Stony Point Homeowners' Association, Inc. to read as follows:

"Article VII Board of Directors, Section 2. Qualifications of Directors. Each Director shall be at least eighteen (18) years of age *and a member of the Association as described in the Declaration of Covenants, Conditions and Restrictions Article III Section 1.*"

R. Steven Bonnett
Secretary, Board of Directors
Stony Point Homeowners Association, Inc.

entitled to cast for the election of Directors multiplied by the number of Directors to be elected, and such Member may cast all of such votes for a single Director or may distribute them among the number to be voted for, or for any two or more of them, as such Member may see fit. Such right when exercised by a Member shall be termed cumulative voting in accord with Section 617, Not-For-Profit Corporation Law.

Section 5. Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of Directors, and vacancies occurring in the Board for any reason may be filled by a vote of a majority of the Directors then in office regardless of their number. A Director elected to fill a vacancy shall hold office until the next annual meeting at which the election of Directors is in the regular order of business and until his successor is elected and qualified.

Section 6. Nomination of Directors. Not later than four (4) weeks prior to the date set for each annual meeting of Members, the President of the Association shall appoint a committee of three (3) Members including not more than one (1) Director to nominate candidates for election as Directors at the annual meeting. The recommendations of the nominating committee, together with a brief description of each candidate, shall be transmitted to the membership at the same time the notice of annual meeting of Members is distributed. Additional nominations may be made from the floor by any Member at the annual meeting.

Section 7. Removal. Any or all of the Directors may be removed with or without cause by vote of the Members, or for cause by a vote of the Directors when there is a quorum of not less than a majority present at the meeting of Directors at which such action is taken.

Section 8. Resignation of Directors. Any Director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective, but no resignations shall discharge any accrued obligation or duty of a Director.

Section 9. Quorum of Directors and Voting. A majority of the entire Board shall constitute a quorum for the transaction of business or of any specified item or business. At all meetings of the Board, each Director shall be entitled to one

(1) vote. The vote of a majority of the Board present at the time of a vote, if a quorum is present at such time, shall be the act of the Board.

Section 10. Place and Time of Meetings of the Board.

(a) Meetings of the Board, annual, regular or special, shall be held in the State of New York.

(b) The first meeting of each newly elected Board shall be held at the office of the Association on the first business day following the annual meeting of Members.

(c) Regular meetings of the Board shall be held at such time and place as fixed by the Board.

(d) Special meetings of the Board shall be held at such time and place as fixed in the notice to the Directors, as provided in Section 11 of this Article.

Section 11. Notice of Meetings of the Board and Waiver Thereof.

(a) The first meeting of each newly elected Board may be held without notice.

(b) Regular meetings may be also held without notice to the Directors.

(c) Special meetings shall be held upon written notice to the Directors at the call of the President. Notice of a special meeting shall state the place, date and hour of the meeting, indicate that it is being issued by or at the direction of the person or persons calling the meeting, and specify the purpose thereof. A notice shall be given personally or by mail, not less than three (3) nor more than ten (10) days before the date of the meeting to each Director. Such notice shall be deemed to have been given when deposited in the United States mail, with postage thereon prepaid, directed to the Director at his address or if he has filed with the Secretary of the Association a written request that notices to him be mailed to some other address, then directed to him at such other address.

(d) Notice of any adjourned meeting of the Board, specifying the time and place of the next meeting, shall be given to the Directors who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the other Directors.

(e) Notice of a meeting need not be given to any Director who submits a signed waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

Section 12. Committees of the Board. The Board may, by resolution adopted by a majority of the entire Board, designate from among its members an executive committee and other standing committee, each consisting of three (3) or more Directors, and each of which, to the extent provided in such resolution, shall have all the authority of the Board, except as to the matters prohibited by §712 of the New York Not-For-Profit Corporation Law. The Board shall, by resolution adopted by a majority of the Board, designate and appoint an Architectural Review Committee and adopt such other procedural rules for the purpose of granting home owners in the Development permission to make architectural, structural, or decorative changes or alterations in the exteriors of homes, and to grant permission for the erection of decks, patios, and fences as provided for in the Declaration. In addition to designating and appointing such a Committee, the Board by resolution adopted by a majority of the Board shall enact rules and regulations establishing the process and procedures whereby such home owners may apply for permission to make such alterations and changes. Such rules and regulations, among other things, shall establish the time limits within which such Committee shall act after receiving an Owner's application for such permission, the contents of such application (plans, specifications, extent and time of construction, cost of construction, proof of compliance with applicable zoning and building codes, identification of contractor performing such work, a method whereby work will be financed, and provisions for liability or other required insurance), the method of communicating the Committee's approval or disapproval, and whether or not there shall be hearings or other proceedings relative to such application. Copies of such rules and regulations shall be distributed to the home Owners not less than ten (10) days prior to the effective day thereof. The determination of the Committee shall be binding upon the applicant Dwelling Unit Owner.

Section 13. Compensation of Directors. No salary or other compensation for services shall be paid to any Director of the Association for services rendered as such Director, but this shall not preclude any Director from performing any other service for the Association and receiving compensation therefor. Such compensation shall be reasonable and commensurate with services performed.

SPHON By-LAWS

Section 14. Powers and Duties of the Board. The Board shall have all the powers of the Association except those specifically conferred upon or reserved to the Members by Law, by the Certificate of Incorporation, or these By-Laws. Such powers, duties and authority of the Board shall include, but not be limited to by reason of enumeration, the following:

a. To determine, levy and collect the annual and special assessments and working capital contributions as provided for in the Declaration.

b. To collect, use and expend the assessments collected for the maintenance, care and preservation and operation of the Common Areas, the Association Property and the exteriors of the Town Homes and to perform such other services and functions as permitted and required by the Declaration.

c. To procure and maintain such insurance as shall be required or permitted by the Declaration, subject to the Association's right to omit the provision of liability or hazard insurance for the boat docks or slips based on cost and availability.

d. To repair, restore or alter the Association Property and the exteriors of the Town Homes and render such other maintenance and services as required under the Declaration of the Association.

e. To: promulgate rules and regulations relating to the use, operation and maintenance of the Common Areas and Association Property for the safety and convenience of the users thereof or to enhance the preservation and use of its Association Property or which, in the discretion of the Association, shall serve to promote the best interests of the Members; adopt regulations and rules concerning the use and rental to non-members of the boat slips and docks; and to establish and enforce reasonable monetary penalties for infractions thereof (except that no penalty shall deprive an Owner of the right to use the Association Property or to vote as a Member of the Association).

f. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the provisions of the Declaration or of any rules or regulations of the Association.

g. To pay all expenses incurred by the Association and all taxes owing by the Association.

h. To declare in its discretion the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive meetings of the Board of Directors.

i. To keep a complete record of the actions of the Board of Directors and the corporate affairs of the Association and such other records as it deems appropriate.

j. To issue, or cause to be issued, upon demand by any person, an "Assessment Certificate" as provided in the Declaration, setting forth the status of payment of assessment for any Lot.

k. Subject to the provisions of the Declaration, to dedicate or transfer all or any part of the Common Areas and Association Property for such purposes and subject to such conditions as may be agreed to by the Association and the transferee in order to effectuate those provisions of the Declaration relative to a merger or consolidation of the Association with another association, to the dissolution of the Association, or to the grant of easements to a public or municipal body or authority.

l. To exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Certificate of Incorporation, the Declaration, and By-Laws, and not reserved to the Members by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration.

m. As more fully provided in the Declaration as the same may hereafter be amended or supplemented, to:

(1) Fix the amount of annual assessments and special Assessments to be assessed and levied against each Lot and the time, or times and in the manner provided in the Declaration, including the right to impose special assessments (not exceeding the equivalent of three months of regular annual assessments) to cover the operations of the Association; and

(2) Take such action at law or in equity to foreclose the lien of, or otherwise collect, delinquent assessments as provided for in the Declaration.

n. Issue, or cause an appropriate officer to issue, upon demand by any person, a Certificate setting forth whether or not any assessment has been paid. A reasonable charge may

be made by the Board for the issuance of these Certificates. If a Certificate states an assessment has been paid, such Certificate shall be conclusive evidence of such payment.

o. Procure and maintain adequate liability and hazard insurance for the Town Homes, Common Areas, and Association Property and other insurance, but only as required or permitted under the Declaration. The Board, based on cost and availability, may elect not to provide hazard or liability insurance for those portion of the Association Property constituting the boat slips and docks.

p. Cause the Common Areas and Association Property and the exteriors of the Town Homes to be maintained, and to perform such other maintenance services required of it under the Declaration.

q. Prepare annual financial statements of the Association and furnish a copy of such statement to each Member annually on a date to be fixed by the Board.

r. To hire a professional manager to perform and exercise the powers of the Board of Directors in the management of the Development and in providing the services required of the Association. Any contract between the Association and such professional manager may be renewable but may not exceed three (3) years in term. The professional manager shall not be owned or controlled by Sponsor.

s. So long as Sponsor is a Class B member of the Association but in no event for a period later than three (3) years after the transfer of title to the first Lot in the Development, the Board may not, without the Sponsor's prior written consent increase or diminish the services rendered by the Association or take any other action which adversely affect the Sponsor's interests; but such consent shall not be required to permit the Board of Directors to authorize or make any expenditures, or collect annual or special assessments, which are necessary to comply with applicable state or municipal laws, rules, or regulations or to perform the unamended provisions of the Declaration.

ARTICLE VIII Officers

Section 1. Number. The officers of the Association shall be a President, one or more Vice-Presidents, a Secretary, a

Treasurer and such other officers as the Board may determine. Any two or more offices may be held by the same person, except the offices of President and Treasurer.

Section 2. Election and Term of Office. All officers shall be elected by the Board to hold office for the term of one year, and each shall hold the office for such term and until his successor has been elected and qualified. The Board may from time to time appoint such other officers as it considers are desirable to hold office at the pleasure of the Board.

Section 3. Duties of President. The President shall be the chief executive and operating officer in the Association and shall preside at all meetings of the Members and of the Board. He shall be an ex officio member of the standing committees and shall, in general, supervise and manage all the business and affairs of the Association, subject to the control of the Board. He shall have power to sign and execute all contracts and instruments of conveyance in the name of the Association, to sign checks, drafts, notes, and orders for the payment of money, and to appoint and discharge agents and employees, subject to the approval of the Board. He shall perform all the duties usually incident to the office of the President. By Board approved contract, the President's duty to sign checks, drafts, notes, and other instruments for the payment of money may be exercised by a manager or managing agent.

Section 4. Duties of Vice President. The Vice President shall in the absence or disability of the President, perform the duties and exercise the powers of the President. The Vice President have such powers and perform such duties as may be delegated to him by the President or prescribed by the Board.

Section 5. Duties of Secretary. The Secretary shall keep, or cause to be kept, minutes of all members of the Board, and minutes of all meetings of the Members, and also, unless otherwise directed, the minutes of all meetings of committees in books provided for that purpose. He shall give, or cause to be given, notice of all meetings of Members and Directors, and all other notices required by law or by these By-Laws, and in case of his absence or refusal so to do, any such notice may be given by any person thereunto directed by the President or by the Directors or Members upon whose request the meeting is called. He shall have charge of the books and records of the Association. He shall have the custody of the seal of the Association and affix the same to all instruments requiring it when authorized by the Directors or the President, and attest to same. He shall file all written requests that notices be

mailed to Members at an address other than that which appears on the record of Members. He shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Duties of Treasurer. The Treasurer shall have custody over funds, securities, evidences of indebtedness and other valuable documents of the Association; when necessary or proper he shall endorse on behalf of the Association for collection checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depository as the Board may designate. He shall receive and give or cause to be given receipts and acquittances for monies paid in an account of the Association and shall pay out of the Funds on hand all just debts of the Association of whatever nature upon maturity of the same; he shall enter or cause to be entered in books of the Association to be kept for that purpose of full and accurate accounts of all monies received and paid out on account of the Association, and whenever required by the President or the Directors, he shall render a statement of his accounts. He shall keep or cause to be kept such other books as will show a true record of the expenses, losses, gains, assets and liabilities of the Association; he shall at all reasonable times exhibit his books and accounts to any Director of the Association upon application at the office of the Association during business hours; he shall perform all other duties and acts incident to the office of Treasurer. If so required by the Board, he shall, before receiving any such funds, furnish to the Association a bond with a surety company as surety, in such form and amount as the Board from time to time shall determine. The premium upon such bond shall be paid by the Association.

Section 7. Removal of Officers. Any officer elected by the Board may be removed by the Board with or without cause,

Section 8. Vacancies Among Officers. If the office of any officer becomes vacant, the Board may elect any qualified person to fill such vacancy, who shall hold office for the unexpired term of his predecessor and until his successor is elected or appointed and qualified.

Section 9. Compensation of Officers. No salary or other compensation for services shall be paid to any officer of the Association for services rendered as such officer, but this shall not preclude any officer of the Association from performing any other service for the Association and receiving compensation therefor. Such compensation shall be reasonable and commensurate with services performed.

ARTICLE IX
Provisions Applicable to Officers and Directors Generally

Section 1. Contracts or Other Transactions. No contract or other transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, firm, association or other entity in which one or more of its Directors or officers are directors, employees, or officers, or have a substantial financial interest, shall be either void or voidable for this reason alone or by reason alone that such Director or Directors or officer or officers are present at the meeting of the Board, or of a committee thereof, which authorizes such contract or transaction, or that his or their votes are counted for such purpose:

(i) if material facts as to such director's or officer's interest in such contract or transaction and as to any such common directorship, officership or financial interest are disclosed in good faith or known to the Board or committee, and the Board or committee authorizes such contract or transaction by a vote sufficient for such purpose without counting the vote or votes of such interested Director or officer; or

(ii) if the material facts as to such Director's or officer's interest in such contract or transaction and as to any such common directorship, officership or financial interest are disclosed in good faith or known to the Members entitled to vote thereon, if any, and such contract or transaction is authorized by a vote of such Members.

If there was no such disclosure, knowledge or vote as provided in (i) and (ii) above, the Association may avoid the contract or transaction unless the party or parties thereto establish affirmatively that the contract or transaction was fair and reasonable to the Association at the time it was authorized by the Board, committee or the Members.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes such contract or transaction.

Section 2. Indemnification of Officers and Directors.

(a) Any person made a party to any action by or in the right of the Association to procure a judgment in its favor

by reason of the fact that he, his testator or intestate, is or was a Director or officer of the Association, shall be indemnified by the Association, to the extent permitted and in the manner provided by law, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with an appeal therein, except in relation to matters as to which such Director or officer is adjudged to have breached his duty to the Association under §717 of the Not-For-Profit Corporation Law of the State of New York, but such indemnification shall in no case include:

(i) Amounts paid in settling or otherwise disposing of a threatened action, suit or proceeding, or a pending action, suit or proceeding, with or without court approval, or

(ii) Expenses incurred in defending a threatened action, suit or proceeding, or a pending action, suit or proceeding, which is settled or otherwise disposed of without court approval.

(b) Any person, made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the Association to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust or other enterprise, which any Director or officer of the Association served in any capacity at the request of the Association, by reason of the fact that he, his testator or intestate, was a Director or officer of the Association, or served such other corporation, partnership, joint venture, trust or other enterprise in any capacity, shall be indemnified by this Association against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such Director or officer acted in good faith, for a purpose which he reasonably believed to be in the best interests of the Association and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. The termination of any such civil or criminal action, suit or proceeding by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption that any such Director or officer did not act in good faith, for a

purpose which he reasonably believed to be in the best interest of the Association, or that he has reasonable cause to believe that his conduct was unlawful.

Section 3. Payment of Indemnification.

(a) A person who has been wholly successful, on the merits or otherwise, in the defense of a criminal or civil action or proceeding of the character described in Section 2 of this Article shall be entitled to indemnification as guthorized in such Section.

(b) Indemnification shall be made by the Association only if authorized:

(i) by the Board acting by a quorum consisting of Directors who are not parties to such action or proceeding upon the finding that the Director or officer has met the standard of conduct set forth in Section 1(a) or (b) of this Article, as the case may be; or

(ii) if a quorum under subparagraph (i) above is not obtainable with due diligence:

(A) by the Board upon the opinion in writing of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct set forth in such sections has been met by such Director or officer; or

(B) by the Members upon a finding that the Director or officer has met the applicable standard of conduct set forth in such sections

c. Expenses incurred in a criminal or civil proceeding may be paid by the Association in advance of the final disposition of such action or proceeding if authorized under paragraph (b) of this Section.

d. Notwithstanding the foregoing paragraphs, a court may award indemnification pursuant to §725 of the Not-ForProfit Corporation Law of the State of New York.

ARTICLE X
Financial Matters

Section 1. Depositories. The Board shall select such depositories as it considers proper for the funds of the Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons specified by the Board.

Section 2. Contracts. The Board may authorize any officer or officers, agent or agents, in addition to those specified in these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

Section 3. Fiscal Year. The fiscal year of the Association shall be determined by the Board.

Section 4. Annual Report. The Board shall present at the annual meeting of Members a report of the financial and other affairs of the Association during the preceding year. The Board shall provide all Members, at the expense of the Association and within four (4) months of the end of each year, a copy of an annual certified or review financial statement of the Association prepared by an independent certified public accountant.

ARTICLE XI
Miscellaneous

Section 1. Corporate Seal. The corporate seal shall be circular in form and have inscribed thereon the name of the Association, the year of its organization, and the words "Corporate Seal" and "New York". The seal shall be in the charge of the Secretary. If and when so directed by the Board or the President, a duplicate of the seal may be kept and used by the Secretary, Treasurer, or other officer or duly appointed agent or employee of the Association.. The seal may be used by it or a facsimile to be affixed or impressed or reproduced in any other manner.

Section 2. Assessments. The obligations of Members with respect to assessments are governed by the Declaration, as the same may be amended from time to time.

ARTICLE XII Dissolution

The Association may be dissolved only by the vote of two-thirds (2/3) of the Members of the Association entitled to vote thereon, in accordance with Article 10 of the Not-For-Profit Corporation Law of the State of New York. Upon the dissolution of the Association, the assets, both real and personal, of the Association shall be dedicated to an appro-private governmental body or agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association's property shall be effective to divest or diminish any right or title of any Member vested in or among the Declaration and deed applicable to his property unless made in accordance with the provisions of the Declaration and deed. In the event of dissolution, the covenants, restrictions and agreements contained in the Declaration, other than those applying to assessments, shall remain in full force and effect. It shall be a requirement of the Association, prior to its dissolution, to establish an appropriate authority or corporation for enforcing such covenants, restrictions and agreements.

ARTICLE XIII Amendments

These By-Laws may be amended or repealed in conformity with the Certificate of Incorporation of the Association and the Declaration by the affirmative vote of two-thirds (2/3) of the Directors present at any meeting of the Board or by the affirmative vote of a majority of the membership entitled to vote for the election of Directors, provided, however, that no such amendment or repeal adopted by the Board shall become effective until thirty (30) days after notice thereof shall have been transmitted to the Members of the Association. The notice of any meeting of Members and the Board at which such action shall be considered shall contain a notice of the proposed amendment, or repeal. Any by-law adopted by the Board may be amended or repealed by the Members, and unless otherwise provided in the Certificate of Incorporation of the Association, the Declaration or these By-Laws, any By-Law adopted by the Members, may be amended or repealed by the Board. While the Sponsor is a

Class B member, but no longer than a period of three (3) years after the first Lot is transferred, neither the Board nor the Members shall amend these By-Laws so as to affect adversely the Sponsor's interests. The by-laws shall not be amended in any fashion so as to permit the imposition of any assessments for services, which under the Declaration and its attached Exhibit B are imposed on Town Home members only, upon Detached Home owners only, or to shift the burden of such assessments from Town Homes to Detached Homes or vice versa.

ARTICLE XIV
Construction

In the case of any conflict between the Certificate of Incorporation and the Association and these By-Laws, the Certificate of Incorporation of the Association shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

W I T N E S S E T H :

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AT
MONROE COUNTY CLERK

WHEREAS, Jay Builders, Inc. a New York corporation, with its main office at 114 Heather Drive, Rochester, New York 14625 (hereinafter called the "Sponsor") is the owner of the real property described in Exhibit "A" attached hereto and made a part hereof, and intends to develop the real property as a residential subdivision ("Stony Point Landing") containing 38 residential lots and other land (the "Common Areas") to be deeded to Stony Point Homeowners' Association, Inc. ("the Association") to construct and sell residences on such lots, to improve the Common Areas, and to later expand Stony Point Landing by subdividing further portions of the real property into as many as 121 additional residential lots for the sale and construction of residences and additional improved Common Area, for social, recreational and cultural purposes for the use and benefit of the residence owners and their guests; and

WHEREAS, the Sponsor desires to provide for the preservation of the architecture and appearance of and values and amenities in Stony Point Landing and for the maintenance and care of the Common Areas and the exteriors of certain of the residences, and, to this end, desires to subject the real property described in Exhibit "A" to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth (hereinafter collectively referred to as the "covenants and restrictions"), each and all of which are for the benefit of said real property and each residence owner; and

WHEREAS, the Sponsor has deemed it desirable, for the efficient preservation of the architecture and appearance of and values and amenities in the Development, that there be an agency to which will be delegated and assigned the powers of maintaining and administering the Common Areas, and exteriors of some of the residences, administering and enforcing the covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter described; and

WHEREAS, there has been incorporated under the laws of the State of New York, ~~was~~ a Not-For-Profit corporation, Stony Point Homeowners' Association, Inc., for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, the Sponsor declares that the real property described in Exhibit "A" (as well as any additional property annexed and made subject to this Declaration) is and shall be

RECORDED

held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth in this Declaration, which shall be deemed covenants and restrictions running with the land.

ARTICLE I Definitions

The following words when used in this Declaration or any supplemental Declaration (unless the context shall otherwise require) shall have the following meanings:

- a. The "Association" shall mean Stony Point Home-owners' Association, Inc., its successors and assigns.
- b. The "Board" shall mean the Board of Directors of the Association.
- c. The "Declaration" shall mean this instrument and all of its included terms, provisions, covenants and restrictions, including any amendments thereto.
- d. The "Development" shall mean those portions of the real property described in Exhibit "A" attached comprising Stony Point Landing, Section 1 (hereinafter called "Section 1"), as shown on the map thereof filed in said Clerk's office, together plus any further portions of the real property described in Exhibit "A" which are subdivided by Sponsor into additional residential lots and Common Areas, as will be shown on future subdivision maps filed in said Clerk's office (and to be known as "Section 2" and "Section 3" of Stony Point Landing, together with all homes, buildings, roads, hiking trails, Common Areas improvements, easements, and other improvements included and constructed therein.
- e. The "Common Areas" shall mean any land in the Development (outside of the lots and any public highways) which is deeded by Sponsor to the Association.
- f. The "Association Property" shall mean the improvements installed by Sponsor in the Common Areas. The Association Property in Section 1 of the Development will include a private road (North Cove), trees, shrubs, and grass, utilities, a hiking trail (Dunbar Trail), a retention recharge basin, a small boat storage structure, post lamps, and pier and the Town Home driveways, sidewalks, and front, rear, and side yard landscaping. Proposed Section 2 and Section 3 will include

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similar property plus a recreation building, 2 tennis courts and parking area, a swimming pool, two private roads, a boat dock and 159 boat slips.

g. "Lot" shall mean any resident 1 lot shown on a filed subdivision or resubdivision map or 's of the Development.

h. "Town Home" shall mean any single family home in the Development which is physically attached to one or more adjacent Town Homes by one or more common party walls.

i. "Detached Home" shall mean any single family home in the Development which is physically unattached to any other home in the Development. The size, shape, design, and location of any Detached Home or Town Home in the Development shall rest within Sponsor's sole discretion, subject only to applicable local and State building codes, zoning laws, rules, ordinances and regulations, and Sponsor's contractual obligations to the purchaser of any home.

j. "Members" shall mean all those home owners who are members of the Association as provided in Article III, hereof, including the Sponsor (as to its unsold homes or lots), its successors and assigns.

k. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any lot (whether improved by a home or not) in the Development, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

l. "Sponsor" shall mean Jay Builders, Inc., a New York corporation, its successors and assigns.

ARTICLE II

Additions to Property Subject to This Declaration

Section 1. Additions to the Development by the Sponsor. Sponsor shall have the continuing right, while it is a Class A or Class B member of the Association, to annex and make additional real property subject to this Declaration and the Association's jurisdiction and assessments. Sponsor shall effect such annexation and subjection by recording an instrument amending this Declaration in said Clerk's Office. Such amending instrument shall refer to this Declaration, shall describe the real property to be annexed and made subject to

the Association's jurisdiction and may incorporate any additions or modifications to this Declaration which are necessary to reflect the different character of the annexed property, but which are not inconsistent with the purpose and scheme of this Declaration. Such amending instrument shall become effective upon the date of its recording in said Clerk's Office. Sponsor may exercise its continuing right hereunder at its discretion and without the approval or consent of the Association, the Members, or any of the owners. All such annexed lands may be subdivided and will become subject to the Association's jurisdiction automatically when the amendment is recorded.

Section 2. Mergers. Upon a merger or consolidation of the Association, with another association, the properties, rights and obligations of the Association may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the properties, rights and obligations of the 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 Development, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within the Development except as hereinafter provided.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Membership in the Association shall include Sponsor and every person or entity who is an owner of a Lot which is, or shall become, subject by the Declaration to assessment by the Association. Membership shall automatically attach and be appurtenant to, and inseparable from lot ownership. Any person acquiring title to a lot shall automatically and mandatorily become a member of the Association. The membership shall consist of two (2) classes, Class A Members and the Class B Member.

a. The Class A Members shall be all lot Owners, including the Sponsor. Each Class A Member shall have only one vote regardless of the number of lots owned.

b. The Class B Member shall be the Sponsor, its successors and assigns.

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c. Until the termination of the Class B Membership, the Class B Membership shall be the only Class entitled to vote. After the termination of the Class B Membership, the Class A Membership shall be the only Class entitled to vote.

d. After Sponsor transfers the fee title to a lot improved by a home to another party or entity, Sponsor's Class A membership with respect to such lot shall terminate and the new owner shall thereupon become the Class A member with respect to such lot and home.

e. If any Lot is owned or held by more than one person or entity, in joint or common ownership, or in such a fashion that the fee simple ownership of such Lot shall be divided legally or equitably among one or more persons or entities, such multiple owners shall collectively be entitled to only one vote in respect of such Lot, and the manner of casting such single vote shall be determined by such multiple Owners of such Lot. In the event a Lot is owned by a corporation, the vote in respect of such Lot shall be cast by an appropriate officer of the corporate owner.

f. Any person or entity which holds an interest in a Lot only as a security for the performance of an obligation, including a mortgagee, shall not be a Member.

g. Any Member, including the Sponsor, shall be entitled to assign his right to vote by power of attorney, proxy or otherwise, provided that such assignment is made pursuant to the Certificate of Incorporation or the By-Laws of the Association.

h. Only Town Home or Town Home lot owners (including Sponsor as to unsold lots or Town Homes) shall have the right to vote on any matter (including the Association's assessments) related to the Town Home exterior maintenance services described in Article IX, Section 2b, following.

i. Attached hereto and incorporated herein as Exhibit B, is the projected budget of the Association for the Association's first operating year. Exhibit B shows the Association's total assessments in various stages of the Development for Town Homes (labeled "Townhouse Assessments") and Detached Homes (labeled "Single-Family Assessments"). The Town Home assessments include the Association's charges for all services rendered Town Homes exclusively (as described in Article IX, section 2b following) plus a share of the common charges for maintenance and care of the Common Areas and Association Property. The Declaration shall not be: (a) amended to permit the imposition or shifting of any part of the assessments for

services rendered under Article IX, Section 2(b) exclusively to Town Homes from Town Home owners to Detached Home owners; or, (b) amended to change the ratio of assessments between Town Home and Detached Home owners for the common charges for Common Areas and Association Property care. No Member shall cast his vote to effect such prohibited action.

Section 2. Termination of Class B Membership. The Sponsor's Class B Membership shall be terminated and be converted to Class A Membership (as to each lot or home then owned by Sponsor) immediately upon the expiration of seven (7) years after Sponsor transfers the first home in the Development to a purchaser or when Sponsor has transferred ninety percent (90%) of the total number of lots in the Development (including the 38 lots in Section 1 initially subject to this Declaration plus the total number of additional lots made subject to this Declaration), whichever event first occurs. Sponsor may voluntarily relinquish control at an earlier time.

Section 3. Non-Suspension of Membership. The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation for payment of assessments is imposed upon each Owner and becomes a lien upon the lot against which such assessments are made as provided by the Declaration. If a Member fails to make payment of any annual or special assessment levied by the Association, such failure to pay shall not result in the suspension of such Member's membership in the Association or in the loss of the Member's right to use the Common Areas.

ARTICLE IV

Association's Common Areas and Association Property Rights

Section 1. Association Property. The Association Property shall consist of the the improvements described in Article I, paragraph (f). The Association will own, operate, repair, replace, manage, and maintain the Association Property, and will do all acts necessary and proper to accomplish these purposes, including the payment of all costs necessary to accomplish such purposes. The Association Property will be installed and constructed in the Common Areas.

Section 2. Common Areas. The Common Areas shall consist of the lands described in Article I, paragraph (e). The Association will own, operate, control, repair, replace, maintain, and manage the Common Areas, and will do all acts necessary and proper to accomplish these purposes, including the payment of all costs necessary to accomplish such purposes.

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Section 3. Permanent Easements on Town Home Lots; Right to Enter Town Homes; Electrical Connection Easement. The Association shall have, and hereby is granted:

a. A permanent easement to enter and go upon each of the Town Home lots in the Development with machinery, tools, equipment and personnel necessary for the purpose of providing the services required of the Association under the provisions of Article IX, Section 2b of this Declaration (exterior maintenance of Town Homes), for the purpose of repairing, replacing or restoring any Town Home within the Development which has been damaged or destroyed by fire or other casualty in accord with the provisions of Article XIII, Section 5 of this Declaration and for performing such other obligations of the Association under this Declaration.

b. A permanent easement to instal, repair and maintain electrical meters, wiring, conduits, connections, fuse boxes, circuit breakers, and all similar appurtenances in or on any Town Home and Town Home lot for the purpose of supplying electrical power to the postlamps installed by Sponsor, or the Association, in the Common Areas, or in the alternative, to connect up with and use the electrical system in any Town Home for such purpose and to instal all such electrical equipment and appurtenances to accomplish such purpose in the Town Home or in its lot.

c. The Association shall have the right to enter the interior of any Town Home within the Development solely to perform those services, if any, which the Association is required to perform by the terms of this Declaration including the maintenance of the electrical systems above described. However, such Town Home entry shall occur only during reasonable hours and only with the advance consent of the Town Home owner, which consent shall not be unreasonably withheld. In the event it shall be necessary for the Association to enter a Town Home under emergency circumstances, for the purpose of preserving life or property, no such consent shall be required.

Section 4. Permanent Easement on Detached Home Lots; Repair Right and Lien. The Association will have a permanent easement to enter a Detached Home lot with all personnel and equipment necessary to perform the lot or Detached Home clean up or repair which the owner has failed, or refused, to do in violation of any covenant or condition hereinafter set forth. The Association has no obligation, only the right, to effect such clean up and repair. The Detached Home owner shall be responsible to reimburse the Association for any expenses incurred promptly after billing by the Association. Any unpaid bills for such expenses shall constitute an Association assess-

ment and the personal; obligation of the Detached Home owner until paid. The Association shall not exercise its rights hereunder until thirty (30) days after a defaulting Detached Home owner has been given written notice to perform such work himself.

Section 5. Association's Title to Common Areas and Easements. Sponsor covenants for itself, its successors and assigns, that before the conveyance of the first home in any subdivision section of the Development, it will convey the Common Areas and Association's easements in that section to the Association by warranty deed free and clear of all covenants, conditions, restrictions, easements, encumbrances and liens, except and subject to the following:

a. Any covenants, conditions, restrictions, easements, encumbrances and liens created by or reserved pursuant to this Declaration;

b. Any state of facts an accurate survey may show;

c. Any covenants, conditions, restrictions, easements, encumbrances and liens set forth on such filed map;

d. Any resubdivision of lots which results in an exchange of property as hereinafter described;

e. If any part of the Common Areas conveyed to the Association encroach into or are included within the boundaries of any Town Home lot as shown on a resubdivision map thereof filed after a Town Home is constructed on such lot, then, on Sponsor's demand, the Association shall reconvey such encroaching or included part of the Common Areas to Sponsor. The Association covenants to execute all necessary deeds to effect such reconveyance. Sponsor shall have the right to execute such deed on behalf of and as agent for, or officer of, the Association. Conversely, Sponsor shall convey to the Association, as additional Common Areas, any land in a proposed Town Home lot as shown on the initially filed subdivision map which is not included in the bounds of the Town Home lot as shown on the resubdivision map filed after the Town Home is constructed. No consideration shall be paid for any of these retransfers.

ARTICLE V

Additional Rights of Association; Rules; Dock Use and Fees

Section 1. Additional Rights of Association in the Common Areas. Subject to the Sponsor's right to reconveyance of

portions of the Common Areas included in resubdivided Town Home lots, the Association shall have the right to dedicate or transfer all or any part of the Common Areas (including easements therein) to any public agency, authority or utility, or such other transferee as the Association may determine including private utilities such as cablevision companies providing services beneficial to the Development as a whole, for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof shall be effective unless an instrument, signed by Class A Members entitled to cast two-thirds (2/3) of the votes of Class A Membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the action is sent to every such Class A Member not less than ten (10) or more than fifteen (15) days in advance of any action taken.

Section 2. Rules. The Association shall have the right to promulgate rules and regulations relating to the use, operation and maintenance of the Common Areas and the Association Property for the safety and convenience of the users thereof, including, but not limited to by reason of enumeration, rules regulating vehicular parking, the swimming pool, the tennis courts, small boat storage, docks and boat slips, community recreation building, designation of "forever wild" areas, and landscaping. Copies of such rules and regulations shall be served on Members at least ten (10) days before they shall become effective. The Association may impose reasonable monetary penalties for rules' violations.

Section 3. Use of Water and Electricity from Homes. The Association shall have the right to use water and electricity from outdoor bibs and sockets on any home to water the lawns and other landscaping within the Common Areas, to facilitate the performance of the services Association is required to render under this Declaration, and to provide electric power for the postlamps installed in the Common Areas. The Association shall reimburse the owner of the home from which water is drawn or electricity is consumed for Association purposes but not for services provided exclusively for the home providing water or electricity. Such reimbursement shall be an amount of money equal to the difference between such owner's average water bill (as billed by the utility furnishing water) for the months of October through May, both inclusive, of the calendar year in which water is drawn, and the actual water bill for the month in which water is drawn. Reimbursement for electricity consumed shall be an amount of money equal to the kilowatt hours (or portions thereof) used multiplied by the kilowatt hour rate charged by the utility furnishing such power.

Section 4. Slip Fees and Use; Dock. The Association's assessments for the cost of ownership, operation, care, repair, and replacement of any boat slips or docks will be shared in and paid by all home owners in the Development. A dock will be available for general use by Members and permitted non-Members on a temporary basis but the Association will allocate the use of a boat slip to each home owner during each boating season (generally May through November), or for an extended number of consecutive seasons as the Association may determine. If a Member intends to use a boat slip during a particular season, he must notify the Association in advance in accord with procedural rules adopted by the Association for such purpose, in default of which, the Association may rent that boat slip to a non-member for that season only. Rents for non-member use will be determined by the Association. Any non-Members granted the use of slips or a dock must reside in the immediate vicinity of the Development and must not require motor vehicles to gain access to the Development. Non-member users of the boat slips may not park vehicles in the Development. All boat access to any dock or slips (by Members or permitted non-Members) shall be by water only, except for small boats which can be hand carried to the small boat storage area or pier in Section 1. The use of the small boat storage area and pier shall be determined by the Association in such a manner as to assure availability of use equally to all Members desiring such use. The Association shall have the right to promulgate rules and regulations from time to time implementing the foregoing provisions of this paragraph relative to the allocation and use of the slips and dock by Members and non-Members, safety, sanitation, and health measures, the fees to be charged non-Members, the use or fee agreements, and all other matters reasonably necessary to accomplish such purposes. Such regulations may impose reasonable monetary penalties for their violation. The regulations shall become effective ten (10) days after service of copies thereof upon Members.

ARTICLE VI Members Property Rights

Section 1. Common Areas. Each lot owner within the Development shall have, and hereby is granted, a non-exclusive permanent easement, to be enjoyed in common with all other owners in the Development, in and to the use of the Common Areas, and the Association Property, including but not limited to the use of all private roads for all vehicular and pedestrian ingress, egress, and access within the Development; provided, however, that the driveway, front, rear, or side yard, and sidewalk serving a Town Home (even if located in Common Areas) shall be limited to use by the Town Home owner

only, and, provided further, the use of the Association Property and the Common Areas shall be subject to the Association's rules and regulations, as well as the particular covenants and restrictions hereinafter set forth limiting such use.

Section 2. Easement Enjoyment By Others. The easements and rights granted herein to an owner may be used and enjoyed by such owner's guests, invitees, tenants, licensees or contract purchasers who reside in such owner's home. It shall be such owner's responsibility to advise the Association of the name of any tenant or contract purchaser occupying his home.

Section 3. Town Home Repair Easements. Each Town Home owner shall have a temporary easement over immediately adjacent Town Home lots and the Common Areas solely for the purpose of performing such routine maintenance of an owner's Town Home which is not provided by the Association. The exercise of such temporary easement right shall not impair the enjoyment of the adjacent Town Home lot or the Common Areas and shall be limited to an area reasonably necessary to effect such maintenance. Any owner, while exercising such temporary easement right, who damages the property or Town Home of an adjacent owner or the Common Areas, shall be responsible for all costs to repair such damage.

Section 4. Common Driveway Easements on Detached Home Lots 111 and 112, Section 1. Lots 111 and 112 in Section 1 of the Development shall be, and hereby are declared to be, subject to a common driveway easement for vehicular and pedestrian traffic over the southerly portion of said lots as said driveway easement is shown and described on the filed subdivision map for Section 1. Said easement shall be for the common benefit of the owners of Lots 110, 111, and 112 in Section 1, and their grantees, guests, invitees, and assigns only. The owners of said lots 110, 111, and 112 shall be responsible for the care, maintenance, snowplowing, repair, and replacement of the easement and any pavement therein, and the costs of such services shall be shared equally among the owners of said lots 110, 111, and 112. In the event the owners of said lots shall fail to perform their responsibilities with respect to the common driveway easement, the Association may, but shall not be obligated, to undertake and pay for such services and shall charge the cost thereof to the said owners. Any unpaid amounts owed to the Association for such services shall constitute a separate Association lien upon the lot of the defaulting owner, and shall be his personal obligation, until paid. No owner of any of said lots shall obstruct the common easement in any fashion so as to block or hinder the free and unencumbered flow of vehicular or pedestrian traffic. Such easements and obligations will be described in the deed of conveyance to any

Detached Home lot owner whose lot is subjected to or benefitted by such easements, including owners of such encumbered lots in future sections of the Development.

Section 5. Reservations Affecting Owner's Lot Fee Title, Easements, and Common Areas Rights. A home owner's Lot fee title, easements, and Common Areas and Association Property rights shall be subject nevertheless to the following:

a. Covenants, conditions, restrictions, easements, encumbrances and liens created by or pursuant to this Declaration, including but not limited to by enumeration: the Association's right to grant easements in and to the Common Areas; the Association's right to adopt reasonable regulations to govern the use of, the Common Areas and the Association Property; the Sponsor's right to reserve and dedicate easements; and Sponsor's right to have portions of the Common Areas included in resubdivided Lots reconveyed, all as specifically provided for in this Declaration;

b. Any state of fact an accurate survey may show;

c. Covenants, conditions, restrictions, easements, encumbrances, and liens set forth on the filed maps or resub-division maps of any portion of the Development.

Section 6. Encroachment and Utility Easements for Town Homes. If any part of a Town Home constructed by Sponsor (including but not limited to eaves, roof overhangs, foundation walls, siding material, gutters, fences, fireplaces, down-spouts, drain pipes, window sills, chimney flues, utility lines, wires, pipes, conduits, and any facilities, construction, or appurtenances within, or including, a party wall) encroaches into an adjacent Town Home lot, into the Common Areas, or into any dedicated or private utility or other easement granted or reserved pursuant to the Declaration, or if any pipes, drains, utilities, wires or other appurtenances originally installed or subsequently replaced within such granted or reserved easements shall encroach into any home lot, into the Common Areas, or into any other easement granted or reserved pursuant to the Declaration, Sponsor hereby grants to each Town Home owner, the Association, and to the owner or permitted user of such granted or reserved easement, a permanent and valid encroachment easement for any such encroachment and the maintenance thereof so long as such encroachment, or the replacement thereof, shall continue and does exist. In the event any Town Home shall be partially or totally destroyed as a result of fire or other casualty, and then rebuilt, repaired, or restored, encroachments similar in

nature, location, and extent to those above described shall be permitted, and Sponsor grants each owner a valid easement for such encroachments and the maintenance thereof.

ARTICLE VII

Sponsor's Easements and Town Home Lot Resubdivision Rights

Section 1. Construction Easement. During the period of time during which Sponsor is still constructing homes in the Development, Sponsor shall have a temporary easement throughout the Development for the purpose of constructing the homes, maintaining a sales office, completing and improving the Common Areas and the Association Property, installing utilities and dedicated roads, storing excavated dirt and construction materials, and for parking and storing all construction vehicles and equipment. The right to maintain a sales office shall include Sponsor's right to post sales and promotional signs and materials, erect and maintain at least one model home, and to have Sponsor's customers, vendors, laborers, subcontractors, and suppliers use the roads and Common Areas. The easement herein shall terminate when Sponsor has sold the last home in the Development. When the easement terminates, Sponsor shall clean up any area used by it, and shall restore the premises used to a neat and orderly fashion.

Section 2. Temporary Blanket Easement. Sponsor reserves a temporary but continuing blanket easement throughout the Development for the purpose of maintaining, repairing, replacing or restoring the Common Areas and the Association Property installed and for making repairs to the Town Homes pending the Association's take-over of such duties, and for the purpose of fulfilling the express warranties or agreements to repair contained in purchase contracts between the Sponsor and the individual home owners.

Section 3. Utility and Emergency Easements. To implement municipal and other services in the Development, Sponsor reserves the right to grant the following easements throughout the Development, including the Common Areas:

a. Utility Easements. Easements, whether or not the same are shown on any filed subdivision map of the Development, to the Town of Webster, any municipal special improvement district, any public or private utility, any public or municipal authority, or other entity for the installation, repair, maintenance, and replacement of dedicated sidewalks, public highways, sanitary and storm sewers, detention ponds, undedicated retention recharge basins, drainage swales and ditches, water lines, hydrants, electricity lines, telephone

lines, cable television lines, and all related pipes, cables, wires, conduits, grates, manholes, pavement and other appurtenances; provided that any such easements not shown on the filed maps shall not be located under, across, or touch any portion of a lot covered by a home, or any part of the Common Areas covered by a structure which is part of the Association Property.

b. Emergency Easements. It shall be deemed that Sponsor has granted an irrevocable and permanent easement over all Common Areas, roads and driveways in the Development for ingress and egress to the homes for the vehicles and personnel of all private and public emergency services such as ambulances, police, fire, and the maintenance crews and personnel of any municipality or improvement district thereof.

Section 4. Town Home Lot Resubdivision. Sponsor has the right to resubdivide any Town Home lot after a Town Home is constructed thereon and before it is transferred in order to make that lot's final boundaries coincide with: the approximate center line, or lines, of the common party wall or walls separating the Town Home from adjacent Town Homes; the exposed side and front walls of such Town Home; and the rear line of an included back yard (privacy area). Sponsor reserves the further right to file resubdivision maps for any lot for the purpose of correcting a boundary line or to eliminate any encroachments onto adjacent lots or the Common Areas. The foregoing reserved rights of resubdivision shall apply only to lots which are owned of record by Sponsor.

Section 5. Easements for The Association. Sponsor reserves the right to grant to the Association public and private utility easements over, under and across any part of the Development necessary to serve the Common Areas and the Association Property; provided however, that such additional easements shall not be across any part of a lot in the Development covered by a home, and no such additional easement shall impose any extra financial cost on the Association or its Members. Any damage to a lot shall be restored.

ARTICLE VIII Sponsor's Obligations

Section 1. Completion of Construction and Common Areas.

a. The Sponsor shall complete the following work in the Development at its sole cost and expense:

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(i) The construction of all homes, any Common Areas, any Association Property, and driveways, sidewalks, landscaping, retention recharge basins, and roads in the Common Areas;

(ii) The installation of all public sanitary and storm sewers, roads, water lines and hydrants, detention ponds, storm water drainage swales, pipes, conduits, facilities, appurtenances, and other utilities (which are not installed by the Town of Webster, any municipal special improvement district, any municipal authority or any private or public utility company or other entity) which may be required under the provisions of all applicable, local, state, and federal zoning, building and land subdivision laws, rules, and regulations, to permit and qualify a subdivision map or maps of the Development to be filed in said Clerk's Office.

b. The Sponsor's obligation to complete such work shall survive and continue until the same is fully completed.

c. Except for the existing purchase money, home construction or land development mortgages now or about to become liens on the Development, Sponsor will place no mortgages on the Common Areas. The purchase money, construction and land development mortgages will be subordinated to the Declaration and will not be a lien against the Common Areas.

Section 2. Sponsor's Operation and Maintenance of Common Areas, Association Property, and Town Home Exteriors.

a. After Sponsor files a subdivision map for a section of the Development, Sponsor shall be responsible to provide the services required of the Association under the Declaration for the care, maintenance, operation, replacement and repair of the Common Areas, the Association Property, and the Town Homes and Town Home lots in that section, until the transfer of the first home in that section to a purchaser, at which time the Association shall become responsible to provide such services for that section.

b. While Sponsor controls the Board, it will provide an annual review statement of the Association's financial affairs prepared by a certified public accountant to the Association, and Sponsor will not reduce the level of services required of the Association while it controls the Association.

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ARTICLE IX
Covenant For Assessments; Purpose of
Assessments; Services Performed by Association;
Obligations on Sponsor's Lots;
Collection of Assessments;
Working Capital Fund

Section 1. Imposition of Assessments, Lien, and Personal Obligation. Each initial or subsequent owner, by becoming an owner by the acceptance of a deed or otherwise, whether or not such deed or other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association: (i) annual assessments (maintenance charges), and (ii) special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. Each assessment, together with any interest or collection costs thereon as hereinafter permitted, shall be a charge and continuing lien upon the Lot or Lots against which the assessment is made and shall also be the personal obligation of the owner of such lot at the time the Assessment is made.

Section 2. Services to be Rendered by the Association and Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Development in connection with their use and enjoyment of the Common Areas, the Association Property, and the homes, including, but not limited to:

a. Common Areas and Association Property. The payment of all necessary and proper costs of owning, operating, managing, repairing, maintaining and replacing, as the case may be, the Common Areas, the Irondequoit Bay restricted slope areas, and the Association Property, including but not limited to: all pavement snow plowing, repair and replacement; retention recharge basin care and maintenance; all building, dock, slip, tennis court, swimming pool, and structural care, repair, cleaning, heating, decorating, furnishing, cooling, painting, replacement, reconstruction, and general maintenance; all landscape, tree, shrub, and grass, watering, cutting, replacement, maintenance, and trimming; postlamp and electrical repair, replacement and maintenance; all maintenance of "forever wild" wooded areas, and Irondequoit Bay restricted slope areas; payment of all taxes, insurance premiums, labor costs, material costs; renting or buying all necessary equipment; hiring and paying for all management and administrative personnel and services; and for the establishment or creation of reserves for such purposes; and

b. Exterior of Town Homes. The painting, staining, repair, replacement and care for roofs, gutters, leaders, exterior building surfaces, the exposed portion of any party wall, exterior fireplace chimneys or flues (whether or not installed by Sponsor), permitted privacy fences, (whether installed by Sponsor or not but subject to the provisions of this Declaration relieving Association of such obligation) and other exterior improvements installed on any Town Home by Sponsor, or the comparable replacements thereof; the repair, maintenance, replacement and care for any sanitary sewer laterals and storm sewers or water and drainage lines from the exterior wall of a Town Home to a dedicated pipe or sewer; the repair, maintenance, replacement, and care of facilities, pipes, conduits, utilities, or appurtenances installed or located outside of a Town Home and which are not owned or maintained by the Town of Webster, any municipal special improvement district, any municipal authority, or any private or public utility company or other entity; the snowplowing, repair, care, and replacement of the driveways and sidewalks serving each Town Home; the care, watering, cutting, and trimming of Town Home front, side and rear yard landscaping and grass; the care, repair and replacement of Town Home sensor operated post lamps (but not the electricity or bulb replacement costs); and the collection and removal of waste, rubbish, and garbage from the Town Homes. The exterior maintenance service to be provided to Town Home owners shall also include the cost of fire and casualty insurance maintained by the Association for the repair and reconstruction of the Town Home in the event of fire or other casualty loss or damage. In the event that the need for any such maintenance, replacement, or repair is caused by the willful or negligent act or omission of the owner, his family, guests or invitees, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such Town Home is subject for the month immediately succeeding the month in which the Association incurs expense for such repairs, replacement, or maintenance and shall be a lien and the personal obligation of the defaulting owner until paid.

The exterior maintenance required of the Association shall not include: foundation repair or replacement, repair, replacement or care of glass surfaces or windows, storm doors, screen doors, storm windows, screen windows, exterior lighting fixtures (other than sensor operated post lamps) or light bulbs, or other exterior improvements of a similar nature installed by the owner or by Sponsor; trimming, cutting, replacing, maintaining, repairing or caring for trees, shrubs, grass or other plantings, or any patio or deck within any privacy area enclosed by fences on any Town Home lot.

c. Independent Manager. The employment of a professional manager to supervise and arrange for all the work, services, and materials required in the operation, care, and maintenance of the Common Areas, the Association Property, the exterior of the Town Homes, and in providing all other functions and services required of the Association under the Declaration, including the cost of billing for and collecting the assessments. Such professional manager shall be paid a fee by the Association which is comparable to the customary fees received by persons or entities performing similar services within the community. The Board may enter into a renewable management agreement with such manager for an initial period not to exceed three (3) years. Such manager may not be owned by Sponsor.

Section 3. Payment of Annual Assessment. The annual assessments provided for herein for the lots which are situate in the bounds of a particular section of the Development as shown on a filed map of that section, shall commence on the day the first home in that section is transferred to a purchaser. The Association shall from time to time fix the amount of the annual assessments at a sum sufficient to pay the anticipated costs of maintaining, repairing, operating, owning, replacing, and managing, as the case may be, the Common Areas, the Association Property, and the exteriors of the Town Homes and in providing those services required and permitted of the Association under the provisions of this Article IX, as well as providing and paying for the various insurances and Town Home reconstruction required and provided for under Article XIII of the Declaration during the ensuing fiscal year of the Association, and any operating deficits previously sustained. The annual assessments fixed by the Association shall include such amounts as the Association shall deem proper to provide reserves for the replacement or repair of the Common Areas and the Association Property as well as those portions of the exteriors of the Town Homes which are the responsibility of the Association to maintain and repair, and such other items or materials for which the Association is responsible under the terms of the Declaration; provided, however that such reserves for the repair or replacement of a Town Home exterior shall not accrue or commence to be assessed until a Certificate of Occupancy for such unit has been issued by the appropriate municipal authority. Reserves for any item constituting a part of the Association Property or the Common Areas need not commence until such item is completed but may commence sooner. A Town Home owner's obligation for annual assessments shall be payable in equal monthly installments, or such other less frequent periods as shall be fixed by the Board, in advance. A Detached Home owner's obligation for annual assessments shall be payable in annual installments at a time to be fixed by the

Board. An owner's obligation to pay such annual assessments shall commence upon the transfer of his home to him by Sponsor. The portion of the Town Home owner's annual assessment due for the month of the transfer shall be adjusted from the date of the transfer to the close of such month and shall be paid to the Association at transfer. The Detached Home owner's obligation for the annual assessments for the year of transfer shall be adjusted and paid at transfer. Thereafter, the full amount of the monthly, annual, or other periodic, installment shall be paid directly to the Association. Any change in the commencement date and the amount of assessment against each lot or home for each assessment period shall be fixed by the Association at least thirty (30) days in advance of such date, and, the Association shall, at that time, prepare a roster of the lots and homes and the applicable assessments which shall be kept available for inspection at the Association's office by any owner. Written notice of the assessments shall thereupon be sent to every owner subject thereto; but the failure to send such notice shall not relieve an owner of the obligation and responsibility to pay such assessments.

Section 4. Special Assessments for Capital Improvements.
In addition to annual assessments, the Association may levy, in any assessment year, special assessments for capital improvements for that year only for the purpose of defraying, wholly or partly, Common Areas or Association Property replacement or restoration cost or for the purpose of providing required exterior Town Home repairs or restorations under Section 2b above (which for special assessment purposes shall include repair or replacement costs for North Cove and proposed roads "D" and "F" and one-half the costs of proposed road "E") and for which the contingency funds or reserves maintained by the Association are inadequate; provided that any such special assessment shall have the assent of two-thirds of the votes of any Class of members who are entitled to vote thereon at a special meeting duly called for this purpose. Town Home owners are the only Members entitled to vote on special assessments for capital improvements to Town Homes, their driveways, yards, sidewalks, North Cove and proposed roads "D" and "F". The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 5. Special Assessments for Non-Capital Items.
The Board, after Sponsor is no longer a Class B member, may impose special assessments to cover the operations and expenses of the Association. Such special assessments shall not exceed three (3) months of annual assessments.

Section 6. Non-Uniformity of Assessments. The annual and special assessments for capital improvements shall be imposed

differently on Town Home and Detached Home owners. In imposing and fixing such assessments, the Association's Board shall comply with the following provisions:

a. Assessments on Town Homes Only.

(i) Each Town Home lot owner in Section 1 shall be assessed 1/23rd of the annual "Townhouse Assessments" shown on Exhibit B attached (as such figure may be adjusted for changes in the cost of services) for Town Home services under section 2b of this Article and for the Town Homes' share of Common Area services under section 2a of this Article, plus 1/23rd of any Town Home exterior special assessments under section 4 of this Article.

(ii) If the Development expands as planned, each Town Home lot owner in Sections 1 and 2 shall be assessed 1/73rd of such total "Townhouse Assessments" (as so adjusted) and 1/73rd of such special assessments if any.

(iii) If the Development further expands as planned, each Town Home lot owner in Sections 1, 2, and 3 shall be assessed 1/118th of such total "Townhouse Assessments" (as so adjusted) and 1/118th of such special assessments if any.

b. Assessment: On Detached Homes.

(i) Each Section 1 Detached Home owner shall be assessed 1/15th of the total annual "Single-Family Assessments" shown on Exhibit B (adjusted for changes in cost of services) for Common Area services under said section 2a plus 1/15th of Common Area special assessments per Section 4 of this Article.

(ii) If the Development expands as planned, each Section 1 and 2 Detached Home owner shall be assessed 1/25th of the total annual "Single-Family Assessments" (as so adjusted) plus 1/25th of such Common Area special assessments pursuant to said Section 4, if any.

(iii) If the Development further expands as planned, each Detached Home owner in Sections 1, 2, and 3 shall be assessed 1/41st of the total annual "Single-Family Assessments" (as so adjusted) plus 1/41st of the Common Area special assessments under said section 4, if any.

c. Cost for Irondequoit Bay Restricted Slope Area and Wooded Areas. The Association is responsible to maintain the restricted wooded areas as well as the restricted Irondequoit Bay slope area. No provision is shown on Exhibit B for such

cost. In the event the Association incurs expense to repair or maintain such areas, the cost thereof shall be borne equally by all lot owners then in the Development through special assessment if necessary. All lot owners in Section 1 will pay 1/48th of such costs; all lot owners in Sections 1 and 2, if the Development expands as planned, shall pay 1/98th of such cost; and all lot owners in Sections 1, 2, and 3, if the Development expands as planned, shall pay 1/159th of such cost.

Section 7. Assessments on Sponsor's Unsold Homes or Lots. No home or lot owned by Sponsor shall be subject to the payment of any annual or special assessments until Sponsor notifies the Association in writing which of its unsold homes and lots in the Development shall become subject to the payment of such assessments. Thereupon, Sponsor immediately shall commence to pay the required monthly assessment installment or special assessment for each Lot designated in such notice. The annual assessment installments which are due for the month in which such notice is given shall be adjusted and prorated from the date of such notice to the close of such month. While any homes or lots owned by Sponsor are exempt from the payment of assessments, Sponsor shall pay to the Association each month, a sum of money equal to the Association's actual monthly expenses, reduced by the total assessments charged by the Association for that month upon all other lots in the Development then subject to assessment, including those of Sponsor which are not exempt from assessment. Sponsor shall have the right, but not the obligation, to be reimbursed by a home purchaser for those portions of Sponsor's payments for such home which represent reserves for any completed improvements. Such reimbursement to Sponsor may be collected upon the home transfer or at a later date.

Section 8. Certificates of Payment. The Association shall, upon demand at any time, furnish to any owner liable for said assessment, a certificate in writing, signed by an officer of the Association, or an officer or employee of any independent manager properly retained by the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Association shall be entitled to levy an administrative charge for any such certificate requested by any such owner in excess of one (1) per annual assessment period.

Section 9. Nonpayment of Assessment

a. Lien and Personal Obligation. Every assessment, together with the interest thereon and cost of collection hereof, as are hereinafter provided, from the time made and

until it is paid, shall constitute and continue as a lien on each Lot, and also shall be a personal obligation of the owner of such Lot on the date which such assessment is due and payable. But the personal obligations for assessments made but unpaid shall not thereafter pass to the lot owner's successors in title unless responsibility therefor shall be assumed by them, in writing. If any such assessment is not paid within thirty (30) days after the date upon which it is due and payable, such assessment shall bear interest from the date on which it was due and payable at the legal maximum rate permitted in the State of New York and the Association may impose a reasonable late charge.

b. Remedies of the Association. The Association may bring a legal action against any owner personally obligated to pay any assessment and/or may enforce or foreclose the Association's lien against the lot in respect of which any assessment, or interest thereon, has not been paid. In the event a judgment is obtained by the Association, such judgment shall include interest on the assessment as above provided and a sum, to be fixed by the court, to reimburse the Association for all costs, disbursements and expenses (including without limitation reasonable attorney's fees) incurred by the Association in connection with said action.

c. Suspension of Property Rights. If an owner is delinquent in the payment of assessments for a period in excess of thirty (30) days, the Board may elect to suspend such owner's use of the Association Property or Common Areas except any part of the Common Areas, Association Property or easements which provide access, egress, ingress, or utilities to such owner's home or which constitute the yards, sidewalks, or driveways of Town Homes.

Section 10. Subordination of the Association's Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money or collateral first mortgage of record now or hereafter placed upon any improved lot subject to such assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such improved lot pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure, including a deed given in lieu of foreclosure. Such foreclosure sale or transfer shall not relieve an improved lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

Section 11. Conveyance to Subsequent Grantees. Any deed conveying title to any improved lot shall contain the following covenant:

Grantee covenants that, as long as the grantee owns the premises herein, grantee will perform each and every obligation required to be performed by grantee under the Declaration of Covenants, Conditions and Restrictions made by Jay Builders, Inc., dated _____, 19____ and recorded in the Monroe County Clerk's Office in Liber _____ of Deeds, at page _____, as it may be amended from time to time, and as a member of the Stony Point Homeowners' Association, Inc., and grantee covenants and agrees to include this covenant in any deed conveying title to the premises described herein to any subsequent grantee.

Section 12. Reserves Reduction. While Sponsor controls the Board of the Association, no reserves collected for replacement shall be used to reduce projected annual assessments.

Section 12. Working Capital. The purchase agreements will require the initial purchaser of any Town Home to pay \$231.00 and of any Detached Home to pay \$42.00 to the Association as working capital. Such payment will be made at the closing of the home by the original purchaser. This advance will be used by the Association solely to fund its initial cash needs, as determined by the Board of Directors, such as the prepayment of insurance premiums and real estate taxes. Sponsor may advance funds to make such prepayments. Sponsor shall be entitled to be reimbursed from working capital by the Association for such advances made. In no event will working capital be used to defray any owner's (including the Sponsor's) obligation for assessments nor will Sponsor be entitled to reimbursement for money spent to maintain any Common Areas or exteriors of Town Homes prior to the Association's obligation to take over such responsibilities.

ARTICLE X Town Home Party Walls

Section 1. Definition. The term "Party Wall" as used herein shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support or fire wall protection between each adjoining Town Home situated or intended to be situated in the boundary line between adjoining

or adjacent Town Homes. "Party Wall" as herein used shall also include any fence erected by Sponsor, or any permitted erection or extension of a fence by a Town Home owner, extending from the rear of a Town Home and situated, or intended to be situated, on the boundary line between adjacent Town Homes.

Section 2. General Rules of Law to Apply.

a. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and liability for damage due to negligence or willful acts or omissions, shall apply to each Party Wall which is built as part of the original construction of the Town Homes located in the Development and any replacement thereof.

b. In the event that any portion of any structure, originally constructed by the Sponsor, including any Party Wall, shall protrude over an adjoining lot or Town Home, such structure or Party Wall shall not be deemed to be an encroachment upon the adjoining lot or Town Home. Owners shall neither maintain any actions for the removal of a Party Wall or projection nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said owners are granted perpetual easements to the adjoining owner or owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements, any structures, or Party Walls, if the same are constructed in conformance with the original structure or Party Wall constructed by the Sponsor, or if such Party Wall constitutes a permitted extension by the owner of a Town Home.

Section 3. Sharing of Repair and Maintenance. The cost of repair and maintenance of the unexposed portion of a Party Wall not covered by insurance maintained by the Association shall be shared equally by the owners making use of the Wall. The cost of repair and maintenance of the exposed portion of a party wall and a fence constituting a Party Wall shall be an expense of the Association, unless the necessity for such repairs or maintenance results from the negligence of the Town Home owner using such fence, or the Association is relieved of such obligation under the Declaration. If a Town Home owner, as hereinafter permitted, uses a portion of the Party Wall fence to enclose any portion of such owner's rear yard, the Association shall no longer be responsible for the repair or maintenance of any portion of such Party Wall fence constituting a part of such enclosure.

Section 4. Destruction by Fire or Other Casualty. If a Party Wall or Party Fence is destroyed by damage or fire or

other casualty, and such damage or destruction is not otherwise covered by insurance as set forth in Article XIII hereof, any owner who has used the Wall may restore it, and if the other owner or owners sharing such Party Wall thereafter make use, they 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 others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. Damage and Repair. Notwithstanding any other provisions of this Article, an owner, who by his negligent or willful act or omission causes the Party Wall to be exposed to the elements shall bear the whole cost of repairing such damage.

Section 6. Right to Contribution Runs With 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 7. Repair or Restoration. Any Party Wall which shall be repaired or restored pursuant to this Article shall be erected on the same spot where originally constructed by Sponsor, or subsequently replaced, and shall be of the same size, and the same or similar materials and like quality and construction.

Section 8. Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and their decision in respect of any dispute under this Article shall be by a majority of all of the arbitrators and shall be binding upon the parties to such dispute.

ARTICLE XI Use Restrictions Upon Town Homes

The following restrictions shall apply to Town Homes, and Town Homes Lots only.

a. Prohibited Maintenance. Except as hereinafter specifically set forth or provided, no owner may maintain, alter or repair the exterior of a Town Home. Such prohibited maintenance and repair includes, but is not limited to, those services to be provided by the Association as specified in Section 2b of Article IX.

b. Required Repairs. Town Home owners shall be solely responsible for Town Home exterior maintenance which the Association is not required to provide under the Declaration and for those repairs resulting from the negligence or wilful conduct of the Town Home owner.

c. Privacy Area Fences. If a Town Home owner is granted permission to construct and install a fence enclosing all or a portion of his rear yard (privacy area) under the provisions of Article XII following, the Association shall not be responsible for any maintenance within the privacy area, nor for the repair or maintenance of the fence enclosing the privacy area. The cost of such repair and maintenance shall be the sole responsibility of the owner. Should such owner fail to make such repairs, the Association may perform them and separately assess the defaulting owner the cost thereof. Such assessment shall be the Town Home owner's personal obligation and shall remain a lien until paid.

d. Interior Repairs. No Town Home owner shall make any interior alterations or repairs to a Town Home which would impair the structural soundness of any Party Walls, reduce the levels of fire safety in adjacent Town Homes, or diminish the heat and sound insulation between adjacent Town Homes.

ARTICLE XII

Use Restrictions On All Lots and The Common Areas

The use of any home (both Town Homes and Detached Homes), lot, or the Common Areas, by any Lot owner, occupant, guest or other person in the Development, shall be subject to the provisions of this Declaration, the By-Laws and the promulgated rules and regulations of the Association and the following specific covenants and restrictions shall apply to the Development:

a. Restriction on Home Alterations and Improvements. While Sponsor is a Class B Member of the Association, no home owner shall structurally, architecturally, or decoratively, alter, modify, or change the exterior of his home, the color of the home's original exterior paint or stain, or construct or install any patio, deck, platform, or fence without the advance written consent of Sponsor. In applying for such consent, the home owner shall submit plans and specifications of the changes proposed to Sponsor at its main office or place of business. Such consent will be deemed to have been granted by Sponsor if Sponsor has neither approved nor disapproved such application in a writing, delivered to the applicant by certified mail, return receipt requested, within sixty (60) days after such

written application and the plans and specifications have been delivered to Sponsor. After Sponsor no longer controls the Association, no home owner shall make such alterations or changes to the exterior of his home, or construct or install any patio, deck, platform, or fence without first securing the written approval of the Association, or a specifically designated Architectural Review Committee established by the Association for such purpose. The method of obtaining such approval from the Association, or its designated Committee, shall be in accord with rules and regulations promulgated by the Association at a regular or special meeting of the Association's Board. Copies of such rules and regulations shall be distributed to all home owners by the Association at least ten (10) days prior to their effective date. Nothing contained in this subparagraph shall be deemed to restrict Sponsor from erecting or installing a home deck, patio, fence, or platform at any time. All permitted structural changes, patios, fences, platforms, and decks must comply with Town of Webster zoning and building codes, rules, and regulations.

b. Prohibited Landscaping. No home owner, other than the Sponsor, or the Association after Sponsor no longer controls its Board, shall plant or install any trees, bushes, shrubs, gardens, or other plantings, or authorize the same to be done in the Common Areas, except with the prior consent of the Association given under such procedures as it shall adopt.

c. General Restrictions. The following general restrictions and covenants shall apply to all homes, lots, and Common Areas:

No exterior radio or television antenna or window or wall air conditioning unit may be installed, attached, or erected on any home, nor shall any television "satellite dish" antenna, or similar device, be installed or used on any lot. The provisions of this subsection shall not limit or prohibit the installation of an exterior central air conditioning or heat pump unit servicing a home in a location approved by Sponsor while it is a Class B member and thereafter by the Association by its Board or a committee appointed for such purpose.

No trailer, mobile home, camper, truck, motor home, recreational vehicle, or other similar vehicle, shall be parked in the Development for more than 72 hours except in a garage and no boat shall be parked or stored in the Development except in an closed garage or at a boat dock or in the small boat

storage area, and no shed, shack, outbuilding, or utility building may be placed or erected on any lot or the Common Areas, except those permitted by any easements or other rights granted to Sponsor.

No owner shall post any sign, advertisement or poster of any kind on the exterior of a home, or in any window of the home, or in the Common Areas or the Association Property without the prior written consent of the Board, except that signs advertising a home for sale may be placed on the exterior or window of a home or on its lot. This provision shall not limit any easements or other rights granted Sponsor.

Any owner who mortgages his home shall notify the Board providing the name and address of his mortgagee.

The Board shall, at the request of the mortgagee of a home, report any delinquent assessments due from the owner of such home without such owner's consent.

No nuisances shall be allowed in the Development, nor shall any use or practice be allowed which is the source of annoyance to residents of the Development or interferes with the peaceful possession and proper use of the Development by the residents.

No immoral, improper, noxious, commercial, industrial, offensive or unlawful use shall be made of the Development or any part thereof, including but not limited to the use of any of the Association Property as a public commercial marina for any purpose not specifically provided for in this Declaration, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Development shall be observed.

No residential lot in the Development shall be developed for multiple residences, a bar or restaurant, commercial marina, or other commercial use, but this provision shall not be interpreted to restrict the Association in its operation and rental of the boat docks and slips or in providing and fulfilling its other obligations and rights under this Declaration or to restrict Sponsor in the development and sale of homes.

Reasonable rules or regulations may be promulgated by the Board concerning the use of the property within the Development, and such rules or regulations shall be observed by the owners and residents, provided, however, that copies of

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such regulations are furnished to each member or occupant at least ten (10) days prior to the time that such rules or regulations are to become effective.

All assessments shall be paid when due.

No pets shall be maintained in any home or in the Development, except dogs, cats, caged birds, and other similar and usual domestic pets. No dog, cat, or other permitted domestic pet shall be permitted to run loose on any portion of the Development. There shall be no commercial breeding or other commercial use of animals in the Development.

No part of the Development shall be used or maintained for the dumping of any owner's rubbish, trash, garbage or other solid or liquid waste. All such materials shall be stored in a clean and sanitary condition in an appropriate container or receptacle in each home pending collection. Not sooner than eight p.m. of the evening immediately preceding the collection day of such materials, each owner shall place such materials wrapped in a plastic trash bag or other suitable container outside the home in an accessible place for pick-up by the refuse collection service.

During the course of construction or reconstruction of the Development, the Sponsor shall be permitted to maintain such construction facilities as the Sponsor deems, in its sole discretion, to be necessary, including but not limited to, model units, sales offices, storage areas, promotional and advertising material and sales signs.

No person shall park a vehicle or otherwise obstruct any other owner's ingress or egress to any garage, driveway, or parking space, nor may any vehicle be parked on any road in the Common Areas when such parking would obstruct access by emergency or service vehicles, or obstruct the general use of the road by other owners in the Development.

There shall be no exterior clothes lines for the purpose of hanging garments, rugs, or clothing, on any of the Lots.

No home or lot owner shall plant, cut, remove, "top", clear, clearcut, replace, trim, damage, destroy, or treat any trees, bushes, shrubs, or other plantings, or install any structures or improvements, or dig, remove, or otherwise alter any dirt, soil, rocks, on any portion of his lot, or in any portion of the Common Areas, which is included in an Irondequoit Bay Restricted Slope Area as identified on any filed subdivision map of the Development, or in any portion of the

Common Areas identified on a subdivision map as a "forever wild" area; such functions being reserved solely to the Association; and, further, no owner shall enter any such "forever wild" area except on foot.

No sale of food or alcoholic beverages shall be permitted from any private residence or Association Property, nor shall Sponsor, Association, or any home owner be permitted to apply for, or obtain, a liquor license from the New York State Liquor Authority or any other governmental or regulatory agency having jurisdiction thereof for the sale of alcoholic beverages in the Development.

No home owner shall enter any part of the Common Areas designated by the Association to remain in a natural state except on foot.

No home in the Development (Town Home or Detached Home) may be rented or leased by its owner except under a lease for a term of not less than six (6) months. Such lease shall contain provisions subjecting the tenancy to the Declaration.

No home owner shall tamper with, disconnect, or render inoperative any sensor operated post lamp installed by Sponsor, or the replacement thereof. Any home owner whose lot contains such a post lamp shall replace bulbs to keep the lamp operative.

Any homes constructed in the Development shall be limited to single family residential dwelling units or town houses (defined herein as Detached Home and Town Home respectively) with an attached or detached private garage for not more than three cars.

ARTICLE XIII Use Restrictions On Detached Homes

Each Detached Home Owner shall keep his Lot and the exterior of his Detached Home in good repair and in a neat and orderly condition in default of which the Association, after reasonable notice, may remedy any deficiencies and charge the costs to the Detached Home Owner. Any unpaid costs shall constitute an Association lien and the personal obligation of the Detached Home Owner.

ARTICLE XIV
Insurance and Reconstruction

Section 1. Insurance to be Carried. The Association, shall maintain, to the extent available: (i) fire and casualty insurance on the Common Areas, the Association Property and the Town Homes; (ii) liability insurance on the Common Areas and the Association Property; (iii) such other insurance as the Board of Directors shall deem necessary from time to time to protect its interests and the interest of the home owners in the Common Areas and the Association Property. The Board may omit such coverage for the boat docks and slips based on cost and availability despite the following provisions. The Association will maintain no fire, casualty, liability, or other insurance of any type to protect Detached Homes.

Section 2. Fire and Casualty Insurance. The Board shall be required to maintain, to the extent obtainable and to the amount determined by the Board to be reasonably necessary, the following insurance:

Association Property. Fire Insurance with extended coverage, water damage, vandalism, and malicious mischief endorsements insuring all of the Association Property including, without exception, all Association personal property, furniture, fixtures, equipment, and attachments, in amounts equal to the full replacement value of such property less a \$250.00 deductible feature.

Town Homes. Fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring all of the Town Homes in the Development (but not insuring furniture, furnishings, or other personal property or fixtures supplied or installed by Town Home owners), together with all wall to wall carpeting and wall covers installed by the Sponsor, all built-in fixtures, and all heating, air conditioning and other service machinery, contained therein, covering the interest of the Association, the Board of Directors and all Town Home owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Town Homes and the protected contents, less a \$250.00 deductible feature.

Each of such policies, or a master policy, providing coverage for the Town Homes shall contain a New York standard mortgagee clause in favor of each mortgagee of a Town Home which shall provide that the loss, if any, thereunder, shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provision in favor of the Board of Directors and the Insurance Trustee as hereinafter set forth. All such policies shall provide that the adjustment of loss

shall be made by the Board of Directors with the approval of the Insurance Trustee, and that the net proceeds thereof, if \$50,000.00 or less, shall be payable to the Association, and if more than \$50,000.00 shall be payable to the Insurance Trustee.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Town Home owners or of the invalidity arising from any act of the insureds or any Town Home owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days written notice to all of the insureds, including all mortgagees of Town Homes. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Town Homes, if required by such mortgagees, at least ten (10) days prior to the expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from the fire insurance company or otherwise of the full replacement value of the Town Homes and the insured contents thereof for the purpose of determining the amount of fire insurance to be effected pursuant to this section, and to prevent any insured from becoming a "co-insurer" under the terms of such policy.

Section 3. Director's Insurance. The Board may, but shall not be required, to obtain and maintain directors' and officers' liability insurance which shall cover their wrongful or negligent acts while performing their duties on behalf of the Association in such amount as the Board shall determine.

Section 4. Liability Insurance. The Board shall be required to obtain and maintain, to the extent and for terms available, public liability and property damage insurance protecting the Association, and the lot Owners, for personal injury or property damage resulting from any accident or other cause occurring on or in the Common Areas or the Association Property. Such insurance shall provide coverage in the amount of \$1,000,000.00 in the aggregate for all bodily injury or personal property damage claims. Such limit shall apply until the first meeting of the Board elected by the Class A Members. Thereafter, the Association shall be entitled to maintain such limits of coverage as it deems advisable. Such liability insurance shall include coverage for cross liability claims of one insured against another.

Section 5. Additional Town Home Owners Insurance; Contents Coverage. Town Home owners shall not be prohibited from carrying other insurance for their own benefit provided that

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such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Town Home owner.

In all events, it shall be the responsibility of the Town Home owner to provide such fire or other casualty insurance as he may determine to protect his personal property within the Town Home and such other property therein as is not covered by the insurance provided by the Association.

Section 6. Insurance Trustee. The Insurance trustee shall be a bank or trust company located in the County of Monroe in the State of New York, designated by the Board. All fees and disbursements for the Insurance Trustee shall be paid by the Board and shall constitute a common expense of the Association included in the annual assessment. In the event the Insurance Trustee resigns or fails to qualify, the Board shall designate a new Insurance Trustee which shall be a bank or trust company located in Monroe County in the State of New York. The fees charged by the Insurance Trustee shall be deemed a common charge payable by the Association from the assessments levied.

Section 7. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of a Town Home, as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration of such Town Home, including any of the covered property therein, and the Board 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. Any cost of such repair and restoration in excess of the insurance proceeds received shall constitute a common expense and the Board may assess all Town Home owners for such deficit as part of the special assessments.

ARTICLE XV General Provisions

Section 1. Duration, Renewal and Amendment of Declaration. The covenants and restriction of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, an owner, their respective heirs, successors, distributees and assigns, and all persons or parties claiming under them for a period of thirty-five (35) years from the date this Instrument is recorded, after which time said covenants and restrictions shall be automatically extended and renewed for successive

periods of ten (10) years each unless an instrument signed by the then Owners of not less than sixty-seven percent (67%) of the Lots in the Development, has been recorded agreeing to terminate said covenants and restrictions; provided, however, that all easements created, granted, or reserved under the provisions of this Declaration, including but not limited to the easements and rights granted to lot and home owners under the provisions of Article VI, shall be perpetual, shall run with the land, and shall survive such termination of the covenants and restrictions or the destruction, reconstruction and relocation of the physical structures within the Development unless such easements, covenants, restrictions, and this Declaration are specifically abrogated by the unanimous consent of all the then Owners in a written and recorded instrument. While Sponsor is a Class B Member of the Association, there may be no amendment of the Declaration or of the Association's by-laws which would adversely affect Sponsor's interests. Except as above provided, the Declaration may be amended by an instrument signed by Members holding not less than sixty-seven percent (67%) of the votes of the Class A membership; provided there may be no amendment of the Declaration which would shift the burden of any assessments from Town Home owners to Detached Home owners, or vice versa, in derogation of the ratios shown on Exhibit B. Any amendment must be properly recorded to be effective. No such amendment shall terminate or modify the said easements granted to home owners, the Town of Webster, any special improvement district thereof, any municipal authority or public or private utility company, or the Association, except with the written consent of the beneficial holder of such easement. Sponsor shall have the continuing right to amend this Declaration to accomplish the annexation provided for above.

Section 2. Dissolution of Association and Disposition of Its Assets.

a. The Association may be dissolved only by the vote of two-thirds (2/3) of the members of the Association entitled to vote thereon, in accordance with the applicable provisions of the Not-For-Profit Corporation Law of the State of New York. Upon the dissolution of the Association, the Common Areas and the Association Property shall be dedicated to an appropriate governmental body or agency to be devoted to purposes as nearly as practicable the same to which they were required to be devoted by the Association.

b. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any Not-For-Profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable

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the same as to which they were required to be devoted by the Association. No such disposition of the Association's Property shall be effective to divest or diminish any right or title of any member or home owner vested in or among this Declaration in deed applicable to his property, including particularly the said easements granted to each home owner. unless made in accordance with the provisions of this Declaration and deed. In the event of dissolution, the covenants and restrictions contained in this Declaration, other than those applying to assessments, shall remain in full force and effect. There shall be a requirement of the Association, prior to its dissolution, to establish an appropriate authority or corporation for enforcing such covenants and restrictions.

Section 3. Conflict. In the case of any conflict between this Declaration, as the same may be amended from time to time, and the Certificate of Incorporation and the By-laws of the Association, as they may be amended from time to time, the provisions of this Declaration shall be controlling.

Section 4. Notices. Any notice required to be sent to any Member or Home owner of the Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Home owner on the records of the Association, and as to the Association, to any officer of the Association at its then address, at the time of such mailing.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Sponsor herein, has caused its seal to be hereunto affixed, and these presents to be signed by its duly authorized office on this 27th day of January, 1988.


JAY BUILDERS, INC.

By: Jay Zukoski
Jay Zukoski, President

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STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this 21st day of January, 1988, before me personally came JAY ZUKOSKI to me personally known, who, being by me duly sworn, did depose and say that he resides in Penfield, New York; that he is the President of Jay Builders, Inc., 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.



Notary Public

JANE T. PROBY
NOTARY PUBLIC, State of New York
Qualified in Monroe County
Commission Expires February 21, 1990

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Dec 2 1988

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND, situate in Town Lot 71, 75 and 76, Township 14, Range 7, Gore Tract, Town of Webster, County of Monroe, State of New York, as shown on a map entitled "Lands to be Conveyed by Melvin DeWitt, Boundary Map" prepared by Sear-Brown Associates, P.C., dated September 18, 1985, and having Drawing No. 3040-03, and being more particularly bounded and described as follows:

Commencing at a point of intersection of the centerline of Dickinson Road with the centerline of Summit Drive; thence

A. N 86° 12' 05" E, along the centerline of Dickinson Road, a distance of 1,475.00 feet to a point, said point being the intersection of said centerline with the southerly extension of a westerly property line of lands now or formerly Bay Village Homes, Inc. (1a) Account No. 063.17-01-12); thence

B. N 03° 47' 55" W, a distance of 25.00 feet to a point on the northerly right-of-way line of Dickinson Road, said point being the southwest corner of the aforementioned Bay Village Homes, Inc., lands and the southeast corner of Lot 11 as shown on a map entitled "Dickinson Heights" filed in the Monroe County Clerk's Office in Liber 141 of Maps, at Page 4, said point also being the Point of Beginning; thence

1. N 03° 47' 55" W, along the easterly line of the aforementioned Lot 11, a distance of 220.00 feet to a point at the northeast corner of Lot 11, said point having State Plane Coordinates of N=1,177,406.89; E=781,705.43; thence

2. S 86° 12' 05" W, along the northerly line of Lots 11 through 20 as shown on said map, a distance of 1050.00 feet to a point, said point being the northwest corner of Lot 20; thence

3. N 03° 47' 55" W, along the easterly line of Lot 25 and Lot 26, a distance of 174.00 feet to a point, said point being the northeast corner of Lot 26; thence

4. S 86° 12' 05" W, along the northerly lines of Lot 26, Summit Drive, and Lot 30 of said filed map, a distance of 912 feet, more or less, to the shore line of Irondequoit Bay; thence

5. Northeasterly, along the shore line of Irondequoit Bay, a distance of 3133 feet, more or less, to the southwesterly corner of lands conveyed to Melvin DeWitt by Liber 5546 of Deeds at Page 245; thence

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0 0 0 0 7 2 6 5 1 3 5

6. Continuing, northeasterly, along the shore line of Irondequoit Bay, a distance of 343 feet, more or less, to a point, said point being the northwest corner of lands of now or formerly Roworth; thence

7. S 20° 53' 00" E, along the westerly line of lands of now or formerly Roworth, a distance of 180 feet, more or less, to a point at the southwest corner of lands now or formerly Roworth; thence

8. N 86° 07' 00" E, along the southerly line of land of now or formerly Roworth, and the southerly line of Oak Point Trail, a distance of 634.24 feet to a point, said point being on the westerly right-of-way line of Circle Lane; thence

9. S 03° 53' 00" E, along the westerly right-of-way line of Circle Lane, a distance of 155.25 feet to a point, said point being the northeast corner of lands of now or formerly Swanson; thence

10. S 86° 07' 00" W, along the northerly line of lands of said Swanson, a distance of 66.16 feet to a point, said point being the northwest corner of lands of said Swanson; thence

11. S 19° 04' 00" W, along the westerly line of lands of now or formerly Swanson and lands of now or formerly Melvin DeWitt, a distance of 752.07 feet to a point, said point being on the right-of-way line of Dickinson Road, thence

12. Southerly, along a curve to the left having a radius of 216.00 feet through a central angle of 27° 50' 22", a distance of 104.95 feet to a point of tangency; thence

13. S 19° 04' 00" W, along the westerly line of Dickinson Road, a distance of 259.02 feet to a point, said point being at the northeasterly corner of lands of now or formerly Melvin DeWitt; thence

14. N 55° 01' 00" W, a distance of 223.63 feet to a point, said point being the northwest corner of lands now or formerly Melvin DeWitt; thence

15. S 25° 22' 15" W, along the westerly line of said DeWitt lands and lands of now or formerly Fauth and lands of now or formerly Sassenhausen, a distance of 318.89 feet to a point; thence

16. S 86° 12' 05" W, along the northerly line of lands of said Sassenhausen, a distance of 215.00 feet to a point at the northwest corner of lands of said Sassenhausen; thence

17. S 03° 47' 55" E, along the westerly line of Lot 2, Lot 3 and Lot 4 as shown on the aforementioned "Dickinson Heights" map, a distance of 174.00 feet to a point, said point being the northeast corner of Lot 5; thence

18. S 86° 12' 05" W, along the northerly line of Lot 5 through Lot 10 as shown on said map, a distance of 555.76 feet to a point, said point being the northwest corner of Lot 10; thence

19. S 03° 47' 55" E, along the westerly line of Lot 10, a distance of 220.00 feet to a point at the southwest corner of Lot 10, said point being on the northerly right-of-way line of Dickinson Road; thence

20. S 86° 12' 05" W, along the northerly right-of-way line of Dickinson Road, a distance of 50.00 feet to the point of Beginning.

EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PARCEL:

ALL THAT TRACT OR PARCEL OF LAND, containing 0.041 acres, more or less, situate in Township 14, Range 7, Gore Tract, Town of Webster, County of Monroe, State of New York, as shown on Drawing No. 3040-03, entitled "Lands to be Conveyed by Melvin DeWitt" as prepared by Sear-Brown Associates, P.C., dated September 18, 1965, last revised February 2, 1966, and being more particularly bounded and described as follows:

Beginning at a point on the westerly right-of-way line of Dickinson Road, said point being the northeasterly corner of lands now or formerly Melvin DeWitt, Tax Account No. 063.170-01-01; thence

1. N 65° 01' 00" W, along the northerly line of the aforementioned lands of Melvin DeWitt (Tax Account No. 063.170-01-01), a distance of 223.63 feet to a point at the northwest corner of said DeWitt lands; thence

2. N 25° 22' 15" E, through lands now or formerly of Melvin DeWitt, Tax Account No. 063.13-01-05, a distance of 8.00 feet to a point; thence

3. S 65° 01' 00" E, through said lands of Melvin DeWitt (Tax Account No. 063.13-01-05), a distance of 222.75 feet to a point on the westerly right-of-way line of Dickinson Road; thence

4. S 19° 04' 00" W, along the westerly right-of-way line of Dickinson Road, a distance of 8.04 feet to the Point of Beginning.

EXCEPTING AND RESERVING from this conveyance all that tract or parcel of land to be designated as Lots 310, 311, and 317 on a map entitled "Stony Point Landing" prepared by Sear-Brown Associates, P.C., being No. 3040-01C and Lot 115 as shown on a subdivision map prepared by Sear-Brown Associates, P.C. being No. 3040-24. As each phase of the project known as "Stony Point Landing" is commenced by the filing of a map in the Monroe County Clerk's Office a confirming deed will be executed by the grantor herein.

TOGETHER WITH all strips and gores and any riparian rights appurtenant thereto.

00007265187

STONE POINT HOMESOWNERS ASSOCIATION, INC.

EXHIBIT B

PROJECTED SCHEDULE OF REVENUE
AND EXPENSES FOR FIRST YEAR OF
OPERATION COMMENCING 01 AUGUST 1987

	SECTION I		SECTIONS I & II		SECTIONS I, II, & III		NOTES
	TOTALS	SINGLE-FAMILY	TOTALS	SINGLE-FAMILY	TOTALS	SINGLE-FAMILY	
Number of Townhouses	73		73		130		
Number of Single-Family Homes	25		25		41		
Projected Revenue	32,123		31,786		176,745		2
Townhouse Assessments	30,551		29,910		165,988		
Single-Family Assessments	1,572		1,796		10,757		
8 Per Townhouse Per Month	9120.85		8107.64		9127.72		
8 Per Single-Family House Per Year	2189.85		2177.14		2187.36		
Projected Expense	32,123	1,572	31,786	1,796	176,745	10,757	
Labor	0	0	0	0	5,776	1,366	
Lifeguards	0	0	0	0	4,376	1,120	2
Community Center Supervisor	0	0	0	0	1,400	250	3
Boating (Boat)	0	0	0	0	3,926	2,915	4
Electricity	852	399	1,689	129	12,515	2,453	
Postlighter Townhouses	307		1,100		1,781		5
Postlighter Senior Trail	564	319	580	129	560	130	4
Community Center, Pool, Ducks	0	0	0	0	18,237	2,453	7
Water	0	0	0	0	500	129	6
Sewer	0	0	0	0	300	77	9
Telephone	0	0	0	0	150	29	10
Postage	4,692	600	11,412	970	17,406	1,476	11
Depreciation and Maintenance	11,321	312	25,200	113	62,544	1,764	
Landscape Care	5,395		10,751		27,419	48	12
Tree Removal	2,775		12,815		15,720	60	13
Other Grounds Except Senior Trail	650		1,100		2,360	26	14
Townhouses	920		2,120		4,725	0	15
Senior Trail	657	157	657	110	652	210	16
Community Center	0	0	0	0	3,730	962	17
Swimming Pool	0	0	0	0	850	219	18
Ducks	0	0	0	0	1,284	310	19
Services and Supplies (Administration)	1,132	45	2,792	70	4,052	326	
Inspector	463	10	462	10	967	25	20
Recording Secretary	150	10	750	10	750	20	21
Copies, Postage, Supplies	500	25	1,700	50	2,000	100	22
Swimming Pool Supplies	0	0	0	0	700	181	23
Senior Council	1,130		3,370		8,786	70	24
Permit (Swimming Pool)	0	0	0	0	150	30	25
Senior Community Association Institute	100	10	100	30	100	10	26
Insurance	6,121	100	10,822	100	20,127	620	27
Accounting (Audit/Year Returns)	150	50	600	50	700	75	28
Legal	150	25	200	25	600	50	29
Taxes	250	130	250	69	500	0	
Real Estate	100	30	100	26	100	0	
New York State Franchise	250	99	250	64	250	0	
Federal Corporate Income	0	0	0	0	0	0	
Reserve Fund (C/M) Contribution	1,172	157	15,012	255	14,711	0	
Contingency	150	25	500	20	1,000	0	

STATE OF NEW YORK
MONROE COUNTY, SS.
RECORDED ON 01/27/88
TIME 14:17:00
BOOK 2,301 PAGE 152
REEL 10

DEED
AND EXAMINED
PATRICIA L. MCANULTY
MONROE COUNTY CLERK
JAN 27 1988

71

40

0 0 0 0 7 5 0 9 3 3 4

COUNTY OF MONROE

COUNTY CLERK'S OFFICE RECORDING PAGE

Patricia L. McCarthy - County Clerk
Carolee A. Conklin - Deputy County Clerk

TR NO. 88337114400
BOOK 7509 PAGE 334
REEL FR
NO. PAGES 2
12/02/88 14:44:00
MONROE COUNTY CLERK

MORTGAGE TAX

Serial # _____
City/Town \$ _____
S.M.A. \$ _____
Trans. Auth. \$ _____
Total \$ _____

PAID AT RECORDING

TRANSFER TAX

Transfer Tax # _____
Amount \$ _____

PAID AT RECORDING

RETURNED TO:

Box 138

STATE OF NEW YORK
MONROE COUNTY, SE.

RECORDED ON 12/02/88
TIME 11:44:00
BOOK 7509 PAGE 334
REEL FR
OF

DEED
AND EXAMINED
PATRICIA L. MCCARTHY
MONROE COUNTY CLERK

(10/87)

72

00007509335

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STONY POINT HOMEOWNERS' ASSOCIATION, INC.

JAY BUILDERS, INC., 1136 Shoecraft Road, Webster, New York 14580 (the "Sponsor"), hereby amends the Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in the Monroe County Clerk's Office on January 27, 1988, in Liber 7265 of Deeds, at page 152, as follows:

1. Stony Point Landing Subdivision, Section 2, as shown on a map thereof filed in the said Clerk's Office in Liber 253 of Maps, at page 3, hereby is annexed to and subjected to the Declaration and the jurisdiction of the Stony Point Homeowners' Association, Inc. (the "Association").

2. Article IX, §6(a)(ii) of the Declaration shall be amended to read as follows:

(ii) If the Development expands as planned, each Town Home lot owner in Sections 1 and 2 shall be assessed 1/75th of such total "Townhouse Assessments" (as so adjusted) and 1/75th of such special assessments, if any.

3. Article IX, §6(b)(ii) of the Declaration shall be amended to read as follows:

(ii) If the Development expands as planned, each Section 1 and 2 Detached Home owner shall be assessed 1/24th of the total annual "Single-Family Assessments" (as so adjusted) plus 1/24th of such Common Area special assessments pursuant to said Section 4, if any.

IN WITNESS WHEREOF, Sponsor has affixed its hand and seal this 17th day of June, 1988.

JAY BUILDERS, INC.

By: Jay Zukoski
Jay Zukoski, President

1 0 0 0 7 5 0 9 7 3 6

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this 17th day of June, 1988, before me personally came JAY ZUKOSKI to me personally known, who, being by me duly sworn, did depose and say that he resides in Penfield, New York; that he is the President of JAY BUILDERS, INC., 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.

LISA L. PAVIA
Notary Public in the State of New York
MONROE COUNTY
Commission Expires March 30, 1990

Lisa L. Pavia
Notary Public

A BILL

COUNTY OF MONROE
COUNTY CLERK'S RECORDING PAGE

RECEIPT

RETURN TO:

Klonick & Mendick
995 Perinton Hills of N.Y.
Fairport, N.Y.
*14456*INDEX DEED
BOOK B015 PAGE 212
NO. PAGES 2
INSTRUMENT DECLARATION OF CRAY BUILDERS INC*
STONY POINT HOMEOWNERS ASSOCIATION
" " " "
Ray Builders Inc.

MORTGAGE TAX

FILING FEE 10.00
2 PAGE FEE 6.00
TRANSFER FEE .00
AFFIDAVIT FEE .00
CAP GAINS FEE .00
MISC FEE .00
TOTAL 16.00SERIAL # _____
CITY/TOWN _____
S.M.A. _____
TRANS. AUTH. _____
TOTAL _____.00+ CSH: .00 CHK: 16.00
RECORDED BY: WHITE, MARCIA

PAID AT RECORDING

STATE OF NEW YORK
COUNTY OF MONROE ss:

TRANSFER TAX

RECORDED ON 10/18/90 AT 14:59:00TRANSFER TAX _____
AMOUNT .00BOOK B015 PAGE 212 OF DEEDPATRICIA L. MCCARTHY
MONROE COUNTY CLERK

PAID AT RECORDING

75

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
STONY POINT HOMEOWNERS ASSOCIATION, INC.

Jay Builders, Inc., 1136 Shoecraft Road, Webster, New York, 14580 (the Sponsor) hereby amends the Declarations of Covenants, Conditions and Restrictions (the Declaration) recorded in the Monroe County Clerk's Office on January 27, 1988 in Liber 7265 of Deeds at page 152, as follows:

1. Stony Point Landing Subdivision Section 3 as shown on a map thereof filed in the Monroe County Clerk's Office on May 9, 1990 in Liber 262 of Maps at pages 14 and 15, (and amended map filed in Liber 263 of maps at page 38) hereby is annexed and subject to the Declaration and the jurisdiction of Stony Point Homeowners Association, Inc. (the Association).

2. Article VI "Members Property Rights" Section 4 of the Declaration shall be amended to read as follows:

"Common driveway easements on detached home lots 110, 111 and 112, Section 1, lot 316 and 317, Section 3, and lots 309, 310, 311, and 312 of Section 3. Lots 110, 111, and 112, Section 1 of the Development shall be, and hereby are declared to be, subject to a common driveway easement for vehicular and pedestrian traffic over the southerly portion of said lots as said driveway easement is shown and described on the filed subdivision map for Section 1. Lots 316 and 317 of Section 3 and lots 309, 310, 311 and 312 in Section 3 are also declared to be, subject to a common driveway easement for vehicular and pedestrian traffic over the southerly portion of said lots as said driveway easement is shown and described on the filed subdivision map for Section 3. Said easement shall be for the common benefit of the owners of lots 110, 111 and 112 in Section 1 and their grantees, guests, invitees and assigns only. Lots 316 and 317 in Section 3 of the Development shall be, and hereby are declared to be subject to a common driveway easement for vehicular and pedestrian traffic over the southwesterly portion of said lots, being approximately thirty (30) feet in width and approximately one hundred twenty-two (122) feet in length. Said easement shall be for the common benefit of the owners of lots 316 and 317 in Section 3 and their grantees, invitees and assigns only. This driveway easement shall terminate at such time when (and if) the owners of lots 316 and 317 construct individual driveways on their respective lots. Lots 309, 310, 311 and 312 in Section 3 of the Development shall be, and hereby are declared to be subject to a common driveway easement for

RECORD AND RETURN TO:
KLONICK & MENDICK
995 Perinton Hills Office Park
Fairport, NY 14450

RECORDED

*Detached Homes
on Private
Drives*

vehicular and pedestrian traffic over the easterly portion of said lots as said driveway easement is shown and described on the filed subdivision map for Section 3. Said easement shall be for the common benefit of the owners of lots 309, 310, 311 and 312 of Section 3 and their grantees, guests, invitees and assigns only. The owners of said lots 110, 111, 112 in Section 1, lots 316 and 317 in Section 3 and lots 309, 310, 311 and 312 in Section 3 shall be responsible for the care, maintenance, snowplowing, repair and replacement of the easement and any pavement therein, and the costs of such services shall be shared equally among the owners of said lots by the payment to the Association in the form of a separate assessment on detached homes for these lots only. Each homeowner shall pay one-ninth (1/9th) of the total annual assessment (as so adjusted). Any unpaid amounts owed to the Association for said services shall constitute a separate association lien upon the lot of the defaulting owner, and shall be his personal obligation, until paid. No owner of any of said lots shall obstruct the common easement in any fashion so as to block or hinder the free and unencumbered flow of vehicular or pedestrian traffic. Such easements and obligations will be described in the deed of conveyance to any detached home lot owner whose lot is subject to or benefitted by such easements."

3. Article IX, Section VI (b) of the Declaration entitled "Assessments on Detached Homes" shall be amended to include the following:

"iv. The owners of lots 110, 111 and 112 in Section 1 and the owners of lots 309, 310, 311 and 312, 316 and 317 in Section 3 shall be assessed an additional one-ninth (1/9th) of the total annual "common driveway assessments" as so adjusted."

IN WITNESS WHEREOF, Sponsor has affixed its hand and seal this 30 day of May, 1990.

JAY BUILDERS, INC.

By: Jay Zukoski
JAY ZUKOSKI, President

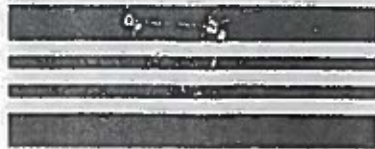
STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 30th day of May, 1990, before me personally came JAY ZUKOSKI, to me personally known, who, being by me duly sworn, did depose and say that he resides in Webster, New York; that he is the President of Jay Builders, Inc., 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.

Diane O'Hara Mendick

DIANE O'HARA MENDICK
Notary Public in the State of New York
Monroe County
My Commission Expires May 31, 1991

0 0 0 8 9 0 3 1 7 7



MONROE COUNTY CLERK'S OFFICE
County Clerk's Recording Page

Return To:

DIANE OHARA MENDICK
55 SULLYS TRAIL SUITE A
PITTSFORD NY 14534

JAY BUILDERS INC

JAY BUILDERS INC

Index DEEDS ✓

Book 08908 Page 0189

No. Pages 0013 (12+ cover)

Instrument DECL RESTR COVT

Date : 8/22/1997

Time : 10:29:00

Control # 199708220157

TT#

TT# TT 0000 001294

Employee ID NB

FILE FEE-S	\$	4.75
FILE FEE-C	\$	10.25
REC FEE	\$	39.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	54.00

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH

Maggie Brooks, County Clerk

MORTGAGE TAX

AMOUNT	\$	.00
BASIC MTG TAX	\$	.00
SPEC ADDIT MTG TAX	\$	.00
ADDITIONAL MTG TAX	\$.00
Total	\$.00

TRANSFER TAX

AMOUNT	\$.00
Transfer Tax	\$.00



D089080189

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SUPPLEMENTAL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

JAY BUILDERS, INC. 1136 Shoecraft Road, Webster, New York 14580 (the "Sponsor") hereby amends the Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in the Monroe County Clerk's Office on January 27, 1988 in Liber 7265 of Deeds at age 152, as follows:

1. Stony Point Landing Section 2, as shown on a map thereof filed in the said Clerk's Office in Liber 253 of Maps, at Page 3 is amended to provide for 30 Town Homes, 9 Detached Homes and 19 Detached Homes on Patio Lots instead of 52 Town Homes and 9 Detached Homes. Said Amended map for Section 2 was filed in the office of the Monroe County Clerk in Liber 289 at Page 44.

2. Article I shall be amended to add the following:

m. "Detached Home on a Patio Lot" shall mean any single family home in the Development which is physically unattached to any other home in the Development, but which is located on a reduced-size lot containing a minimum of six thousand (6,000) square feet. A Detached Home on a Patio Lot shall be considered a "Detached Home" for all purposes under the Declaration except where specifically set forth herein.

3. Article IV shall be amended to add the following:

Section 6. Permanent Easements on Detached Homes on Patio Lots: Right to Enter Detached Homes on Patio Lots: Electrical Connection Easements. The Association shall have, and hereby is granted:

a. A permanent easement to enter and go upon each of the Detached Homes on Patio Lots in the Development with machinery, tools, equipment and personnel necessary for the purpose of providing the services required of the Association under the provisions of Article IX, Section 28 of this Supplemental Declaration (exterior maintenance of Detached Homes on Patio Lots), for the purpose of repairing, replacing or restoring any Detached Homes on Patio Lots within the Development which have been damaged or destroyed by fire or other casualty in accord with the provisions of Article XIII, of the Declaration and for performing such other obligations of the Association under the Declaration.

b. A permanent easement to install, repair and maintain electrical meters, wiring, conduits, connections, fuse boxes, circuit breakers, and all similar appurtenances in or on any of the Detached Homes on Patio Lots for the purpose of supplying

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RECORD AND RETURN TO: DIANE D'HARA MENDICK, FSO.
55 Sully's Trail - Suite A
Pittsford, NY 14534

electrical power to the postlamps installed by Sponsor, or the Association, in Common Areas, or in the alternative, to connect up with and use the electrical system in any Detached Home on a Patio Lot for such purpose and to install all such electrical equipment and appurtenances to accomplish such purpose in the Detached Home on a Patio Lot or in its lot.

c. The Association shall have the right to enter the interior of any Detached Home on a Patio Lot within the Development solely to perform those services, if any, which the Association is required to perform by the terms of the Declaration and this Supplemental Declaration including the maintenance of the electrical systems above described. However, such entry shall occur only during reasonable hours and only with the advance consent of the individual owner of a Detached Home on a Patio Lot, which consent shall not be unreasonably withheld. In the event it shall be necessary for the Association to enter a Detached Home on Patio Lots under emergency circumstances, for the purpose of preserving life or property, no such consent shall be required.

4. Article IX §2 shall add the following language:

d. Exterior of Detached Homes on Patio Lots. The repair, maintenance, replacement and care for any sanitary sewer laterals and storm sewers or water and drainage lines from the exterior wall of a Detached Home on a Patio Lot to a dedicated pipe or sewer; the repair, maintenance, replacement, and care of facilities, pipes, conduits, utilities, or appurtenances installed or located outside of a Detached Home on a Patio Lot and which are not owned or maintained by the Town of Webster, any municipal special improvement district, any municipal authority, or any private or public utility company or other entity; the snow plowing, repair, care, and replacement of the driveways and sidewalks serving each Detached Home on a Patio Lot; the care, cutting, and trimming of the front, side and rear yards of detached homes on patio lots; the rear yard landscaping and grass; the care, repair and replacement of Detached Homes on Patio Lots sensor operated post lamps (but not the electricity or bulb replacement costs); and the collection and removal of waste, rubbish, and garbage from the Detached Homes on Patio Lots. The exterior maintenance service to be provided to Detached Homes on Patio Lots shall also include the cost of fire and casualty insurance maintained by the Association for the repair and reconstruction of the Detached Homes on Patio Lots in the event of fire or other casualty loss or damage. In the event that the need for any such maintenance, replacement, or repair is caused by the willful or negligent act or omission of the owner, his family, guests or invitees, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such Detached Home on Patio Lot is subject for the month immediately

succeeding the month in which the Association incurs expense for such repairs, replacement, or maintenance and shall be a lien on the Lot and the personal obligation of the defaulting owner until paid.

5. Article IX, §6 (a)(iii) of the Declaration shall be amended to read as follows:

(iii) Each Town Home lot owner in Sections 1, 2 and 3 shall be assessed 1/96th of such "Townhouse Assessments" (as adjusted) and 1/96th of such special assessments, if any.

6. Article IX, §6(b) of the Declaration shall be amended to add the following:

(iv) Each owner of a Detached Home on a Patio Lot in Section 2 shall be assessed 1/19th of the total annual "Detached Home on a Patio Lot Assessment" (as so adjusted) plus 1/19th of said Common Area special assessments pursuant to said Section 4, if any.

7. Article IX, §13. Working Capital shall be amended so that the first sentence shall be as follows: The purchase agreements will require the initial purchaser of any Town Home to pay \$231.00, of any Detached Home to pay \$44.00, and of any Detached Home on a Patio Lot to pay \$190.00.

8. Article XIII Use Restrictions on Detached Homes shall be amended to add the following:

Each owner of a Patio Home on a Detached Lot shall keep his Lot and the exterior of his home in good repair and in a neat and orderly condition. Each owner shall be required to maintain the exterior of his Detached Home on a Patio Lot in the same frequency and standard as that of the Town Homes as established from time to time by the Board of Directors of the Stony Point Home Owners Association, Inc. If an owner of a Patio Home on a Detached Lot fails to comply with this paragraph, then the Association, after reasonable notice, (but not less than thirty (30) days) may remedy any deficiencies and charge the costs to the owner of the Detached Home on a Patio Lot. Any unpaid costs shall constitute an Association lien and shall also be the personal obligation of the Owner of the Detached Home on a Patio Lot pursuant to Article IV Section 4 of the Declaration.

9. Article XIV §1. of the Declaration shall be amended to read as follows:

Section 1. Insurance to be Carried. The Association shall maintain, to the extent available: (i) fire and casualty

insurance on the Common Areas, the Association Property and the Town Homes and Detached Homes on Patio Lots: (ii) liability insurance on the Common Areas and the Association Property; (iii) such other insurance as the Board of Directors shall deem necessary from time to time to protect its interests and the interest of the home owners in the Common Areas and the Association Property. The Board may omit such coverage for the boat docks and slips based on cost and availability despite the following provisions. The association will maintain no fire, casualty, liability, or other insurance of any type to protect Detached Homes, except Detached Homes on Patio Lots as provided for hereinabove.

10. Article XIV §2. Fire and Casualty Insurance. shall be amended to add the following:

Detached Homes on Patio Lots. Fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring all of the Detached Homes on Patio Lots in the Development (but not insuring furniture, furnishings, or other personal property or fixtures supplied or installed by the owners of the Detached Homes on Patio Lots), together with all wall to wall carpeting and wall coverings installed by the Sponsor, all built-in fixtures, and all heating, air conditioning and other service machinery, contained therein, covering the interest of the Association, the Board of Directors, and all Owners of a Detached Home on a Patio Lot and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Detached Homes on Patio Lots and the protected contents, less a \$250.00 deductible feature.

Each of such policies, or a master policy, providing coverage for the Detached Homes on Patio Lots shall contain a New York standard mortgagee clause in favor of each mortgagee of a Detached Home on a Patio Lot which shall provide the loss, if any, thereunder, shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provision in favor of the Board of Directors and the Insurance Trustee as hereinafter set forth. All such policies shall provide that the adjustment of loss shall be made by the Board of Directors with the approval of the Insurance Trustee, and that the net proceeds thereof, if \$50,000.00 or less, shall be payable to the Association, and more than \$50,000.00 shall be payable to the Insurance Trustee.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by the owner of a Detached Home on a Patio Lot, or of the invalidity arising from any act of the insureds or any owner of a Detached Home on a Patio lot, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days written

0 0 0 8 9 0 3 1 7 4

notice to all of the insureds, including all mortgagees of Town Homes. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Detached Homes on Patio Lots, if required by such mortgagees, at least ten (10) days prior to the expiration of the then current policies. Prior to obtaining any policy or any renewal thereof, the Board of Directors shall obtain an appraisal from the fire insurance company or otherwise of the full replacement value of the Detached Home on a Patio Lot and the insured contents thereof for the purpose of determining the amount of fire insurance to be effected pursuant to this section, and to prevent any insured from becoming a "co-insurer" under the terms of such policy.

11. This Amendment was approved by at least Sixty-Seven Percent (67%) of the owners of Lots in the Development. A copy of the approval is attached hereto as Exhibit "A" and made a part hereof.

IN WITNESS WHEREOF, Sponsor has affixed its hand and seal this 6 day of October, 1995

JAY BUILDERS, INC.

BY: [Signature]
Jay Zukoski, Pres.

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this 6th day of October, 1995, before me personally came, JAY ZUKOSKI, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Webster and that he is the President of Jay Builders, Inc., the corporation described in and which executed the within Instrument; that he signed his name thereto by order of the Board of Directors of said corporation.

[Signature]
Notary Public

5

BERNARDETTE HOLLENDER
Notary Public
Commission Expires 10/15/95

5

83

We, the undersigned homeowners at Stony Point Landing Subdivision, consent to and approve the 11th Amendment to the Offering Plan of the Stony Point Homeowners Association, Inc. and the Supplemental Declaration of Covenants Conditions and Restrictions of Stony Point Landing Subdivision which provide that the Section 2 subdivision map be amended to provide for 30 Town Homes, 9 Detached Homes and 19 Detached Homes on Patio Lots instead of 52 Town Homes and 9 Detached Homes.

<u>Date</u>	<u>Address</u>	<u>Property Owner(s)</u>
<u>Oct 10</u> , 1995	<u>693 North Cone Dr.</u>	<u>Steven J. Kuznetsov</u> <u>Katherine Kuznetsov</u>
<u>Oct 10</u> , 1995	<u>684 Admiralty Way</u>	<u>Will J. Schorn</u> <u>Ronda A. Schoppel</u>
<u>Oct 10</u> , 1995	<u>1060 Admiralty Way</u>	<u>Danae Bred</u>
<u>Oct 14</u> , 1995	<u>720 Admiralty Way</u>	<u>Jeffrey S. Kessell</u>
<u>Oct 14</u> , 1995	<u>750 Marine Cir</u>	<u>Dynette Mammara</u> <u>Sam Mammara</u>
<u>Oct 14</u> , 1995	<u>752 Marine Cir</u>	<u>James Breda</u>
_____, 1995	_____	_____
_____, 1995	_____	_____
_____, 1995	_____	_____
_____, 1995	_____	_____

We, the undersigned homeowners at Stony Point Landing Subdivision, consent to and approve the 11th Amendment to the Offering Plan of the Stony Point Homeowners Association, Inc. and the Supplemental Declaration of Covenants Conditions and Restrictions of Stony Point Landing Subdivision which provide that the Section 2 subdivision map be amended to provide for 30 Town Homes, 9 Detached Homes and 19 Detached Homes on Patio Lots instead of 52 Town Homes and 9 Detached Homes.

<u>Date</u>	<u>Address</u>	<u>Property Owner(s)</u>
10/23, 1995	659 N. Circle	[Signature]
10/26, 1995	636 Midway Lane	Kathryn Macintosh
11/1, 1995	614 N. W. Circle	[Signature]
11/3, 1995	612 W. W. Circle	[Signature]
11/5, 1995	614 W. W. Circle	[Signature]
11/5, 1995	659 North Circle	[Signature]
____, 1995	_____	_____
____, 1995	_____	_____
____, 1995	_____	_____
____, 1995	_____	_____

We, the undersigned homeowners at Stony Point Landing Subdivision, consent to and approve the 11th Amendment to the Offering Plan of the Stony Point Homeowners Association, Inc. and the Supplemental Declaration of Covenants Conditions and Restrictions of Stony Point Landing Subdivision which provide that the Section 2 subdivision map be amended to provide for 30 Town Homes, 9 Detached Homes and 19 Detached Homes on Patio Lots instead of 52 Town Homes and 9 Detached Homes.

<u>Date</u>	<u>Address</u>	<u>Property Owner(s)</u>
6 Oct, 1995	806 Admiralty Way	X [Signature] [Signature]
6 Oct, 1995	666 Naet Cove Dr	X [Signature] X [Signature]
6 Oct, 1995	738 Mariner Dr	[Signature] [Signature]
6 Oct, 1995	1736 Mariner Dr	[Signature]
6 Oct, 1995	796 Admiralty Way	[Signature]
9 Oct, 1995	776 Admiralty Way	[Signature] [Signature]
9 Oct, 1995	784 Admiralty Way	[Signature]
9 Oct, 1995	792 Admiralty Way	[Signature]
9 Oct, 1995	764 Admiralty Way	[Signature]
9 Oct, 1995	660 Admiralty Way	[Signature]

We, the undersigned homeowners at Stony Point Landing Subdivision, consent to and approve the 11th Amendment to the Offering Plan of the Stony Point Homeowners Association, Inc. and the Supplemental Declaration of Covenants Conditions and Restrictions of Stony Point Landing Subdivision which provide that the Section 2 subdivision map be amended to provide for 30 Town Homes, 9 Detached Homes and 19 Detached Homes on Palio Lots instead of 52 Town Homes and 9 Detached Homes.

<u>Date</u>	<u>Address</u>	<u>Property Owner(s)</u>
<u>9 Oct. 1995</u>	<u>675 North Cove</u>	<u>John Lamb</u>
<u>9 Oct. 1995</u>	<u>679 North Cove</u>	<u>X. Howard / M. Smith</u> <u>J. Florence C. Smith</u>
<u>9 Oct. 1995</u>	<u>671 North Cove</u>	<u>Kay Kote</u>
<u>9 Oct. 1995</u>	<u>668 Admiralty</u>	<u>Mary Sue G</u>
<u>9 Oct. 1995</u>	<u>699 North Cove</u>	<u>Curt E. Ireland</u> <u>Thomas M. Ireland</u>
<u>10 Oct. 1995</u>	<u>691 North Cove</u>	<u>James H. H. H. H. H.</u> <u>James H. H. H. H. H.</u>
<u>10-10, 1995</u>	<u>800 Admiralty Way</u>	<u>Ken Kote</u>
<u>10-10, 1995</u>	<u>686 17th Ship Circle</u>	<u>W. H. H. H.</u>
<u>10-10, 1995</u>	<u>788 Admiralty Way</u>	<u>Linda Chapman</u>
<u>11-11, 1995</u>	<u>756 Admiralty Way</u>	<u>Curt E. Ireland</u>

We, the undersigned homeowners at Stony Point Landing Subdivision, consent to and approve the 11th Amendment to the Offering Plan of the Stony Point Homeowners Association, Inc. and the Supplemental Declaration of Covenants Conditions and Restrictions of Stony Point Landing Subdivision which provide that the Section 2 subdivision map be amended to provide for 30 Town Homes, 9 Detached Homes and 19 Detached Homes on Pallo Lots instead of 52 Town Homes and 9 Detached Homes.

<u>Date</u>	<u>Address</u>	<u>Property Owner(s)</u>
11 Oct, 1995	670 North Cove Drive	Mary Lynn Vickers
11 Oct, 1995	716 Mariner Circle	Lynda D. Keller
11 Oct, 1995	720 Mariner Circle	William Guttenberg
11 Oct, 1995	804 Admiralty Way	Joseph E. Kengert
12 Oct, 1995	696 Admiralty	Richard E. Hayde
12 Oct, 1995	646 Midship	Milton S. Liska
12 Oct, 1995	758 Mariner Cir.	James Ladner
12 Oct, 1995	680 Admiralty Way	John V. Vernon
12 Oct, 1995	780 Delville Way	John M. Parker
10-12-1995	163 NC Circle	Cliff Tucker

0 0 0 8 9 0 0 1

We, the undersigned homeowners at Stony Point Landing Subdivision, consent to and approve the 11th Amendment to the Offering Plan of the Stony Point Homeowners Association, Inc. and the Supplemental Declaration of Covenants Conditions and Restrictions of Stony Point Landing Subdivision which provide that the Section 2 subdivision map be amended to provide for 30 Town Homes, 9 Detached Homes and 19 Detached Homes on Pallo Lots instead of 52 Town Homes and 9 Detached Homes.

<u>Date</u>	<u>Address</u>	<u>Property Owner(s)</u>
10/15, 1995	655 Mariner Circle	Stony Point Landing Subdivision
10/15/95	640 Meadowlark	Henry and Jaynelle
10/15, 1995	631 Meadowlark	John and Jane
10/15, 1995	744 Mariner Circle	Charles J. Sullivan
10/16, 1995	676 Mariner Circle	John and Jane
10/16, 1995	702 Mariner Circle	Michael and Mary
10/16, 1995	722 Mariner Circle	Regina Miller
10/17, 1995	736 Mariner Circle	Paul Miller, MD
10/17, 1995	710 Mariner Circle	Salvatore E. Rossi
10/17, 1995	658 Meadowlark	Thomas J. Keller

We, the undersigned homeowners at Stony Point Landing Subdivision, consent to and approve the 11th Amendment to the Offering Plan of the Stony Point Homeowners Association, Inc. and the Supplemental Declaration of Covenants Conditions and Restrictions of Stony Point Landing Subdivision which provide that the Section 2 subdivision map be amended to provide for 30 Town Homes, 9 Detached Homes and 19 Detached Homes on Pallo Lots instead of 52 Town Homes and 9 Detached Homes.

<u>Date</u>	<u>Address</u>	<u>Property Owner(s)</u>
10/18, 1995	718 Mariner Circle	James Kramer
10/18, 1995	7062 Mariner Cir.	Lizzy & Tim Kellon
10/18, 1995	696 Midship Cir.	Frank & Linda
10/19, 1995	740 Mariner Circle	William E. Proctor
10-19, 1995	754 Mariner Circle	Clement P. Korman
10-19, 1995	708 Mariner Cir.	Eleanor A. Scott
10-23, 1995	632 MIDSHIP CIR	Richard & Joyce
10/24/95, 1995	748 Mariner Circle	Henry L. Tracy
_____, 1995	_____	_____
_____, 1995	_____	_____

MONROE COUNTY CLERK'S OFFICE
County Clerk's Recording Page

Return To:

DIANE OHARA MENDICK
55 SULLYS TRAIL SUITE A
PITTSFORD NY 14534

STONY POINT HOMEOWNERS ASSOCIA
JAY BUILDERS INC

FILE FEE-S	\$	4.75
FILE FEE-C	\$	10.25
REC FEE	\$	15.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	30.00

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH

Maggie Brooks, County Clerk

Index DEEDS

Book 08918 Page 0520

No. Pages 0005

Instrument DECL RESTR COVT

Date : 9/19/1997

Time : 11:35:00

Control # 199709190303

TT#

TT# TT 0000 003083

Employee ID KD

MORTGAGE TAX

AMOUNT	\$	.00
BASIC MTG TAX	\$	.00
SPEC ADDIT MTG TAX	\$	.00
ADDITIONAL MTG TAX	\$	.00
Total	\$	.00

TRANSFER TAX

AMOUNT	\$	.00
Transfer Tax	\$	.00



0089180520

/ 91

RECORD AND RETURN TO: Diane O'Hara Mendick, Esq.
55 Sully's Trail - Suite A
Pittsford, NY 14534

DECLARATION OF EASEMENTS
COVENANTS
CONDITIONS AND RESTRICTIONS

FOR LOTS 247 AND 248 OF
STONY POINT HOMEOWNERS ASSOCIATION, INC.

SECTION 2

JAY BUILDERS, INC., 1136 Shoecraft Road, Webster, New York, 14580 (hereinafter "Jay Builders") is the owner of Lots 247 and 248 of the Stony Point Landing Subdivision, Section 2, as shown on a Map thereof filed on August 1, 1996 in Liber 289 of Maps at Page 44.

W I T N E S S E T H

WHEREAS, the subdivision map shows an area for the construction of certain parking stalls for vehicular parking located on a portion of Lot 247 and 248; and

WHEREAS, Jay Builders desires to grant an easement to the Stony Point Homeowners Association, Inc. (hereinafter "Association") and the Owners of all Lots in the said Stony Point Landing Subdivision (hereinafter "Lot Owners") for vehicular parking over the said area as shown on the map; and

WHEREAS, Jay Builders desires to establish certain covenants and restrictions for the use and maintenance of the parking easement area; and

NOW THEREFORE, for good and valuable consideration and for the mutual benefit and protection of the parties hereto, and for each and every future owner of Lots 247 and 248 the following easement for parking is hereby imposed upon the use, improvement

92 2

RECORDED
AUG 11 1997
CLERK

RECORDED

and enjoyment of the property described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Easement Area").

1. The Association and Lot Owners, their grantees, successors, guests, invitees, tenants and licensees, shall have and enjoy a nonexclusive easement for the purpose of temporary parking for vehicles in the Easement Area.

2. Jay Builders and the Association shall have the right to enter the Easement Area for the purpose of installing the parking stalls, pursuant to the requirements of the Town of Webster, including excavation thereof, stoning and binder, and the continued routine maintenance and stripping of the stalls.

3. The parking of vehicles in the Easement Area shall be pursuant to the Rules and Regulations promulgated by the Association from time to time.

4. This Agreement shall run with the land, and shall be binding upon the heirs, assigns, vendees, grantees, devisees, tenants and occupants of said real property.

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year first written above.

JAY BUILDERS, INC.

By 
Jay Zukoski, President

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this 17th day of September, 1997 personally came Jay Zukoski to me personally known, who, being by me duly sworn, did depose and say that he resided in Webster, New York; that he is the President of Jay Builders, Inc., the corporation described in and which executed the within Instrument pursuant to the Board of Directors of said corporation; and that he signed his name thereto by like order.

Jeanine L. Stopka
Notary Public

JEANINE L. STOPKA, Notary Public
State of New York, Steuben County
Registration #4858309
My Commission Expires May 5, 1998

94

4

EXHIBIT "A"

P.N. 94280.01

EJF

SEPTEMBER 16, 1997

DRAFT DESCRIPTION
PARKING EASEMENT IN LOTS 247 & 248

RE: STONY POINT RESUBDIVISION
WEBSTER, NEW YORK

ALL THAT TRACT OR PARCEL OF LAND, SITUATED IN PART OF TOWN LOT 76, RANGE 7, TOWNSHIP 14, GORR TRACT, TOWN OF WEBSTER, COUNTY OF MONROE, STATE OF NEW YORK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHEASTERLY PROPERTY CORNER OF LOT 248 OF THE RESUBDIVISION OF PART OF SECTION 2 - LIBER 253 OF MAPS, PAGE 3, STONY POINT 1. ANDING SECTION 2, AS FILED IN THE MONROE COUNTY CLERK'S OFFICE AT LIBER 289 OF MAPS, PAGE 44; THENCE,

1. NORTH 35°07'55" WEST, ALONG THE EASTERLY PROPERTY LINE OF LOT 247, A DISTANCE OF 7.00 FEET TO A POINT; THENCE,
2. SOUTH 54°37'31" WEST, A DISTANCE OF 23.53 FEET TO A POINT; THENCE,
3. SOUTH 35°02'29" EAST, A DISTANCE OF 46.00 FEET TO A POINT; THENCE,
4. NORTH 54°37'31" EAST, A DISTANCE OF 23.61 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF LOT 248; THENCE,
5. NORTH 35°07'55" WEST, ALONG SAID EASTERLY PROPERTY LINE, A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY CLERK'S OFFICE

ROCHESTER, NY

Return To:

TREVETT CRISTO PC
2 STATE STREET
SUITE 1000
ROCHESTER, NY 14614-

STONY POINT HOMEOWNERS ASSOCIATION INC

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Receipt # 1535754

Index DEEDS

Book 11810 Page 394

No. Pages : 7

Instrument AMENDMENT TO DECLARATION

Date : 01/18/2017

Time : 11:06:33AM

Control # 201701180293

TT # TT0000010080

Ref 1 #

Employee : RebeccaZ

COUNTY FEE TP584	\$	5.00
MISCELLANEOUS COUNTY FEE	\$	0.00
COUNTY FEE NUMBER PAGES	\$	30.00
RECORDING FEE	\$	45.00
STATE FEE TRANSFER TAX	\$	0.00

Total \$ 80.00

State of New York

MONROE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

ADAM J BELLO

MONROE COUNTY CLERK

TRANSFER AMT

TRANSFER AMT

\$1.00



PT182-201701180293-7

96

68

AMENDMENT NUMBER 1 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The STONY POINT HOMEOWNERS ASSOCIATION, INC. hereby amends its Declaration of Covenants, Conditions and Restrictions (the "Declaration") which was recorded on January 27, 1988 in the Monroe County Clerk's Office in Liber 7265 of Deeds at page 152, which was supplemented and modified by the following Supplemental Declarations of Covenants, Conditions and Restrictions:

1. Recorded on December 2, 1988 in Liber 7509 of Deeds at page 334;
2. Recorded on October 18, 1990 in Liber 8015 of Deeds at page 212;
3. Recorded on August 22, 1997 in Liber 8908 of Deeds at page 189;
4. Recorded on September 19, 1997 in Liber 8918 of Deeds at page 520;

WHEREAS, the Association now wishes to revise and amend the Declaration; and

WHEREAS, the Association has received the approval of the required number of members to amend the Declaration as provided in Article XV of the Declaration;

NOW, THEREFORE, the Association hereby amends its Declaration as follows:

1. Article V Section 4 is hereby amended as follows:

A nonmember of the Association who rents a dock or a boat slip is permitted to park one (1) vehicle in the parking lot by the Marina. Any nonmember who parks a vehicle in the Marina parking lot shall do so in full compliance with any rules and regulations which may be adopted from time to time by the Board of Directors for the Marina parking lot.

2. Article XII c shall be revised to provide as follows:

Except for being parked in an enclosed garage, no trailer, mobile home, camper, truck, motorhome, recreational vehicle, boat or other similar vehicle shall be parked in the Development including on roadways and all driveways for more than 72 consecutive hours. Boats may not exceed two such parking occurrences for each residence during the time period from April 1 to November 1 of the calendar year.

3. Article XII c shall be revised as follows:

No sooner than 8 o'clock p.m. or dusk, whichever is earlier, of the evening immediately preceding the collection day of such materials, each Owner shall place such materials in a plastic trash bag or other suitable container outside the home in an accessible place for pickup by the refuse collection service.

4. The Association shall be responsible for the expense and the replacement of post lamp bulbs of post lamps on Townhomes and on Detached Homes on Patio Lots.
5. The Association shall be responsible for the repair and replacement of front garage lights for Townhomes. The expense for any repair and replacement of these Townhome exterior lights shall be an expense allocable solely to the Association.
6. The Association shall be obligated to reimburse the Owners of Detached Homes on Patio Lots a reasonable amount, as determined from time to time by the Board of the Association, for the estimated cost of electricity to post lamps on the Detached Homes on Patio Lots.

This Amendment was approved by the required number of Owners of lots in the development in order to amend the Declaration. The Secretary of the Association has on file in writing the tabulation of the required number of Owners in order to amend the Declaration

IN WITNESS WHEREOF, the Secretary of the Association has affixed his hand and seal this 7 day of January, 2017.

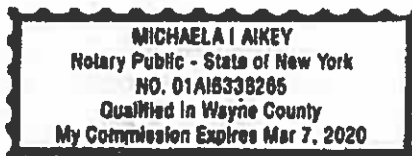
**Stony Point Homeowners
Association, Inc.**

By: Marie C. Nana, Secretary

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 7th day of January in the year 2017 before me, the undersigned, a Notary in and for said State, Joanne Nania personally appeared and is 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.

Michael A. Key
Notary Public



Addresses In Stony Point Home Owners Association

1	656 Admiralty Way	Webster
2	660 Admiralty Way	Webster
3	664 Admiralty Way	Webster
4	668 Admiralty Way	Webster
5	672 Admiralty Way	Webster
6	676 Admiralty Way	Webster
7	680 Admiralty Way	Webster
8	684 Admiralty Way	Webster
9	688 Admiralty Way	Webster
10	692 Admiralty Way	Webster
11	696 Admiralty Way	Webster
12	704 Admiralty Way	Webster
13	708 Admiralty Way	Webster
14	712 Admiralty Way	Webster
15	716 Admiralty Way	Webster
16	720 Admiralty Way	Webster
17	724 Admiralty Way	Webster
18	728 Admiralty Way	Webster
19	729 Admiralty Way	Webster
20	732 Admiralty Way	Webster
21	733 Admiralty Way	Webster
22	736 Admiralty Way	Webster
23	737 Admiralty Way	Webster
24	741 Admiralty Way	Webster
25	748 Admiralty Way	Webster
26	752 Admiralty Way	Webster
27	756 Admiralty Way	Webster
28	760 Admiralty Way	Webster
29	764 Admiralty Way	Webster
30	768 Admiralty Way	Webster
31	772 Admiralty Way	Webster
32	776 Admiralty Way	Webster
33	780 Admiralty Way	Webster
34	784 Admiralty Way	Webster
35	788 Admiralty Way	Webster
36	792 Admiralty Way	Webster
37	796 Admiralty Way	Webster
38	800 Admiralty Way	Webster
39	804 Admiralty Way	Webster
40	806 Admiralty Way	Webster
41	800 Ensign Dr.	Webster
42	801 Ensign Dr.	Webster
43	254 LaSalle Dr.	Webster
44	255 LaSalle Dr.	Webster
45	259 LaSalle Dr.	Webster
46	700 Mariner Circle	Webster

47	701 Mariner Circle	Webster
48	702 Mariner Circle	Webster
49	703 Mariner Circle	Webster
50	704 Mariner Circle	Webster
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52	706 Mariner Circle	Webster
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57	711 Mariner Circle	Webster
58	712 Mariner Circle	Webster
59	714 Mariner Circle	Webster
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61	716 Mariner Circle	Webster
62	717 Mariner Circle	Webster
63	718 Mariner Circle	Webster
64	719 Mariner Circle	Webster
65	720 Mariner Circle	Webster
66	721 Mariner Circle	Webster
67	722 Mariner Circle	Webster
68	723 Mariner Circle	Webster
69	724 Mariner Circle	Webster
70	725 Mariner Circle	Webster
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72	727 Mariner Circle	Webster
73	728 Mariner Circle	Webster
74	729 Mariner Circle	Webster
75	730 Mariner Circle	Webster
76	732 Mariner Circle	Webster
77	734 Mariner Circle	Webster
78	736 Mariner Circle	Webster
79	738 Mariner Circle	Webster
80	740 Mariner Circle	Webster
81	742 Mariner Circle	Webster
82	744 Mariner Circle	Webster
83	746 Mariner Circle	Webster
84	748 Mariner Circle	Webster
85	750 Mariner Circle	Webster
86	752 Mariner Circle	Webster
87	754 Mariner Circle	Webster
88	756 Mariner Circle	Webster
89	758 Mariner Circle	Webster
90	713 Mariner Circle	Webster
91	628 Midship Circle	Webster
92	629 Midship Circle	Webster
93	630 Midship Circle	Webster

94	632 Midship Circle	Webster
95	633 Midship Circle	Webster
96	634 Midship Circle	Webster
97	636 Midship Circle	Webster
98	637 Midship Circle	Webster
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101	640 Midship Circle	Webster
102	641 Midship Circle	Webster
103	642 Midship Circle	Webster
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108	648 Midship Circle	Webster
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119	663 Midship Circle	Webster
120	664 Midship Circle	Webster
121	666 Midship Circle	Webster
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123	668 Midship Circle	Webster
124	669 Midship Circle	Webster
125	670 Midship Circle	Webster
126	671 Midship Circle	Webster
127	672 Midship Circle	Webster
128	673 Midship Circle	Webster
129	674 Midship Circle	Webster
130	675 Midship Circle	Webster
131	676 Midship Circle	Webster
132	677 Midship Circle	Webster
133	678 Midship Circle	Webster
134	654 North Cove Dr.	Webster
135	658 North Cove Dr.	Webster
136	659 North Cove Dr.	Webster
137	662 North Cove Dr.	Webster
138	663 North Cove Dr.	Webster
139	666 North Cove Dr.	Webster
140	667 North Cove Dr.	Webster

141	670 North Cove Dr.	Webster
142	671 North Cove Dr.	Webster
143	674 North Cove Dr.	Webster
144	675 North Cove Dr.	Webster
145	678 North Cove Dr.	Webster
146	679 North Cove Dr.	Webster
147	682 North Cove Dr.	Webster
148	683 North Cove Dr.	Webster
149	686 North Cove Dr.	Webster
150	689 North Cove Dr.	Webster
151	690 North Cove Dr.	Webster
152	691 North Cove Dr.	Webster
153	694 North Cove Dr.	Webster
154	695 North Cove Dr.	Webster
155	698 North Cove Dr.	Webster
156	699 North Cove Dr.	Webster

LAST PAGE