



ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

October 24, 1994

To: English Station Homeowners

From: English Station Homeowners Association Board of Directors

Re: Homeowners Handbook

Attached is your personal copy of our Homeowners Handbook. We have prepared the Handbook as a more useful summary of the Declaration and By Laws which you received when you purchased your home in English Station. The Handbook extracts from the Declaration and By Laws the key items which affect all of us as members of the Homeowners Association, and is intended to serve as a tool for us in maintaining the overall concept of our cluster home subdivision.

The Handbook consists of the following sections:

- **Introduction:** describes the basis for the Homeowners Association, and includes a full copy of the Declaration and By Laws.
- **Directory :** includes names/addresses/phone numbers for the: Members of the Homeowners Association; Association Board of Directors and Committee members; Property Management Company.
- **Association Services:** summarizes the various services provided by the Homeowners Association for all member homeowners.
- **Association Regulations:** summarizes the regulations for the English Station subdivision with which we all agreed to abide when we purchased our homes.
- **Operating procedures:** includes the procedure for enforcement of the regulations, and for requesting architectural/landscaping changes.

We think you will find the Handbook useful. Please let us know if you see the need for any changes/additions.

Board of Directors

Homeowners' Handbook

TABLE OF CONTENTS

SECTION**DESCRIPTION**

- | | |
|---|----------------------------------|
| 1 | Introduction, Covenants, By-Laws |
| 2 | Directory of Homeowners |
| 3 | Association Services |
| 4 | Association Regulations |
| 5 | Operating Procedures |



ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

INTRODUCTION

The English Station Homeowners Association, Inc. (the "Association") is a not-for-profit corporation registered under the Not-For-Profit Corporation Law of the State of New York. Members of the Association are the homeowners in the English Station subdivision (the "Sub-Division"); all homeowners in the Sub-Division become members of the Association when they purchase their homes.

The Association and its activities are governed by the following documents:

- **English Station Homeowners Association Declaration of Covenants, Conditions, and Restrictions** (the "Declaration");
- **English Station Homeowners Association By-Laws** (the "By-Laws").

Copies of these documents in their entirety are enclosed as Exhibits A and B in this section.

The remainder of the Handbook consists of materials extracted from the Declaration and By-Laws, dealing specifically with Association Services and Association Regulations, along with a directory of Association members. The intent of the Handbook is to provide Association members with a brief, easy-to-use reference manual, with less detail than that contained in the Declaration and By-Laws. The Handbook is not intended to replace or be a substitute for the full Declaration and By-Laws which are legally registered documents.

The following information is meant to clarify the responsibilities of the three parties; the Homeowners, the Association, and the Town of Greece, relative to maintenance and replacement of frees, shrubs, etc.

The source of this information comes from the Homeowners Handbook, help from Town Hall personnel and maps of the English Station complex. Using this information as a basis, it seems appropriate that we answer the following questions:

- Exactly where is “common property”, that is owned by the Association?
- What is the Town of Greece responsible for in the English Station community?
- What does our Handbook specify for responsibilities between homeowners and the Association?

First of all, the only property that is owned by the Association, referred to as “common property”, is the two stormwater detention basins and the front entrance gate areas. These areas are defined on Town of Greece Map “Final Plat Section No. 4 English Station Subdivision!”. Copies of the maps of the subdivision are kept on hand with the Board of Directors. They are available upon request.

The Town of Greece owns a right of way strip along each side of English Road, English Station Road, and Margate Dr. They also own the circle at the end of Margate Dr.

- English Road is 33 ft. wide with a strip 16½ ft. wide on each side that the Town owns.
- English Station Road is 25 ft. wide with a strip 17½ ft. wide on each side that the Town owns.
- Margate Dr. is 25 ft. wide with a strip 12½ ft. wide on each side that the Town owns.

The Town of Greece indicates that they will replace trees, as needed, in the strip areas that they own along the sides of the roads. They will also replace, as needed, any of the trees in the Margate circle. This will cover us in the future in those specific areas.

The Homeowners Handbook clearly states the Association’s responsibilities for maintaining trees and shrubs in the following areas (refer to the “2nd. Amendment to Declaration of Covenants, Conditions & Restrictions”, that is attached on the following page):

- on common property (detention basins and front entrance gate area).
- on the Town of Greece right of way between the paved roadway & the sidewalks along English Station Rd.
- within a 10 ft. wide strip of the homeowners lots beside the sidewalks along English Station Rd. & beside the concrete gutters along Margate Dr.
- on top of all perimeter berms of the subdivision (*i.e.* along English Rd., along the Margate circle & the south side borders of the subdivision, and along the west side of English Station Rd.)
- within all the circles, including the Margate circle.

The homeowners are responsible for replacement of any lawn area, trees or shrubs that are on their property.

It may be helpful to keep this information in your handbook.

Board of Directors, ESHOA

/attachment (cf. following page)

Per the SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS

As signed by not less than 90% of the homeowners, dated Oct 25, 1995

ARTICLE VI
EXTERIOR MAINTENANCE

The Association shall provide grounds maintenance within the boundaries of each Lot which is subject to assessment hereunder as follows: lawn mowing and maintenance, and cleaning and plowing of private roads and driveways. The Association is not responsible for the care of foundation planting beds. The Association will maintain trees and shrubs which are located only in the following areas:

- (i) on common property owned by the Association (*i.e.*, the stormwater detention basins and the front entrance gate areas),
- (ii) on the Town of Greece right of way between the paved roadway and the sidewalks along English Station Road, as well as within a ten foot wide strip of the homeowner lots beside the sidewalks along English Station Road and beside the concrete drainage gutter along Margate Drive,
- (iii) on top of all perimeter berms within the English Station subdivision which have been constructed to help separate the sub-division from other neighboring areas and sub-divisions,
- (iv) within the driveway circle areas within the English Station sub-division. The Association shall be responsible for maintenance only, and shall not be responsible for the actual replacement of any lawn area, trees or shrubs except those located in the area defined in sub paragraph (i) above.

ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

**Declaration
of
Covenants, Conditions and Restrictions**

Table of Contents

	<u>Page</u>
Article I Definitions	2
Article II Property Rights	3
Article III Easements	4
Article IV Membership and Voting Rights	6
Article V Covenant for Annual or Special Assessment	7
Article VI Exterior Maintenance	13
Article VI I Party Walls	14
Article VI II Use of Property	15
Article IX Architectural Control	17
Article X Insurance and Casualty Damages	18
Article XI General Provisions	19
Article XI I Additional Properties	21

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made the 29th day of June 1987, by Lissow/Wegman, Inc. hereinafter called "Declarant".

WHEREAS, Declarant is the owner of certain real property in the Town of Greece, County of Monroe and State of New York, more particularly described in Schedule A attached hereto and made a part hereof, said land in its entirety being hereinafter referred to as the "Properties"; and

WHEREAS, Declarant has subdivided the Properties and desires to subject the same to those certain covenants, agreements, easements, restrictions, charges and liens (hereinafter referred to collectively as "Restrictions") as hereinafter set forth; and

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

NOW, THEREFORE, Declarant hereby declares that all of the Properties, together with any and all improvements thereof and appurtenances thereunto, shall be held, sold and conveyed subject to the following covenants, easements, restrictions and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, burden and bind the Properties for and during the period of time specified hereafter and all parties having any right, title or interest in the Properties or any part thereof, their heirs, executors, administrators, successors, and assigns forever, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. “Association” shall mean and refer to ENGLISH STATION HOMEOWNERS’ ASSOCIATION, INC., its successors and assigns.

Section 2. “Common Area” shall mean all real property owned by the Association and all real property owned by the Owners subject to easements for the common use and enjoyment of the Owners.

Section 3. “Declarant” shall mean and refer to WEGMAN/LISSOW, INC., and its successors and assigns if such successors or assigns shall acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the area including any Common Area within the boundaries of said Lot.

Section 5. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 6. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. “Unit” shall mean and refer to the structure built on any given Lot.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner’s Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and roads, drives, etc. , including any necessary rights of ingress and egress to Owner’s property over the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association, pursuant to its bylaws, to adopt rules and regulations governing the use of the Common Area, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) the right of the Association to suspend the right to the use of any Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of invitees and business visitors of any Owner to ingress and egress over those portions of the Common Areas that lie within private roadways.

(d) the right of the Association to designate certain portions of the Common Area as sidewalks for the use of Owners, their invitees and business guests.

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

ARTICLE III EASEMENTS

Section 1. Easements for Utilities. Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Properties.

Section 2. Easements for Encroachments. Each Lot, and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, settling and overhangs for all buildings constructed by Declarant. A valid easement for said encroachments, and for the maintenance of same, shall and does exist so long as such encroachments stand. In the event that any structure containing two or more living units is partially or totally destroyed and then rebuilt, or is in need of repair, the Owners of the living units so affected agree that minor encroachments of parts of the adjacent living units on adjoining Lots or on the Common

Area due to such construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 3. Other Easements. There is hereby created a blanket easement upon, across, over and under all of the Properties, for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master cable television antenna system. By virtue of this easement it is expressly permissible to erect and maintain the necessary transformers or other equipment on the Properties, and to affix and maintain electrical or telephone wires and conduits, sewer and water lines on or below any residence or land owned by any Owner. An easement is hereby granted to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over all of the Lots, including the Common Area thereon, to perform the duties of maintenance and landscaping of lawns, trees, shrubs and gardens, and maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to any other residence. An easement is hereby reserved to Declarant to enter any Lot, including the Common Area thereon, during the period of construction and sale of the Properties, or any additions to the Properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including, without limitation,

a business office, sales office, storage area, construction yards, signs and model units, provided that this does not unreasonably obstruct access by members of the Association.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A members shall be all Owners with the exception of Declarant. Each Class A member shall be entitled to one vote, except when a Class A member owns a Lot jointly with another or with others. When more than one person holds an interest in any Lot, all such persons owning the lot shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Prior to June 30, 1993, or such time as title to all Lots, in all phases has been conveyed by Declarant, whichever first occurs, Class A members shall not be entitled to vote for members of the Board of Directors.

Class B members shall be the Declarant or its successors or assigns. Class B membership shall cease and be converted to Class A membership on

June 30, 1993, or at such time as title to all Lots in all phases has been conveyed by Declarant, whichever first occurs.

ARTICLE V
COVENANT FOR ANNUAL OR SPECIAL ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants to pay to the Association, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The covenant in this Section shall not constitute a guarantee or promise of any kind by Declarant to pay any assessment or any other obligation of any Owner other than Declarant. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively (i) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non profit basis, the Common Areas and landscaped areas, exclusively for the benefit of its members, their guests, tenants and invitees; and (ii) to maintain, repair, reconstruct, replace and preserve, on a non profit basis, the Lots, the private roads, trees, shrubs and grasses, and other exterior improvements. All exterior maintenance and cleaning responsibilities (except the maintenance of landscaping and the maintenance of private roads and driveways) shall be the responsibilities of the respective Owners, provided, however, that if an Owner shall fail to maintain and clean satisfactorily after fifteen (15) days notice from the Association, the Association may perform such maintenance and cleaning and charge the Owner for the expense thereof. There shall be no obligation on the part of the Association to maintain, repair, reconstruct, replace or preserve any part of any Unit or any fixtures or mechanical system (including but not limited to heating, including chimney, lighting, plumbing, air conditioning) for any Owner.

Section 3. Date of Commencement of Annual Assessments and Due Dates. The assessments provided for herein shall be fixed from time to time, but at least annually, and shall commence as to all Lots on the first day of the month following the recording of this Declaration, and shall be prorated on the basis of the Estimated Budget for the first year, published in the

Offering Plan, according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of subsequent assessments from time to time, but at least annually, for each Lot at least thirty (30) days in advance of annual assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the Owner of each Lot one twelfth ($\frac{1}{12}$) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer, or the Managing Agent, if any, of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid,

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction repair or replacement of a capital improvement upon the Common Area, and the Lots, or any of them, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds ($\frac{2}{3}$) of the votes of the Members, present in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article V shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Members, in person or by proxy, entitled to cast two thirds ($\frac{2}{3}$) of all the votes of the membership shall constitute a quorum.

Section 6. Uniform Equal Rate of Assessment. Both annual and special assessments must be fixed at a uniform equal rate for all Lots and may be collected on a monthly or quarterly basis.

Section 7. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum prevailing legal rate per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all

methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property and such Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure of said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium for fire and other hazard insurance. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot, or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 8. Subordination of the Association Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage given to any bank, savings bank, savings and loan association, pension fund, or other institutional lender or Declarant. Sale or transfer of any Lot shall not affect the assessment lien.

However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgage, or by deed in lieu of foreclosure, given as above provided, shall extinguish the lien of such assessments as to payments which became due prior to the foreclosure sale and transfer. No foreclosure sale or transfer shall relieve such Lot owner from liability for any assessments thereafter becoming due or relieve the Lot from the lien thereof.

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

Section 10. Contractual Authority. The Association shall be entitled to contract with any corporation, firm or other entity in the performance of various duties imposed on the Association hereunder and the performance of any such entity shall be deemed the performance of the Association hereunder.

Section 11. Payments by Declarant. In spite of any provision to the contrary in this Article V, the Declarant shall not be liable for the payment of common charges for any unsold Lots owned

by it, unless and until said Lots are improved by completed units. For purposes of this section a completed unit shall be a unit for which a certificate of occupancy has been issued by the Town of Greece. The Declarant shall, however, contribute to the Association that amount equal to the difference between the cost of operating the Association and the assessments collected from Owners as set forth in the Estimated Budget. Similarly, the Declarant shall not be obligated to make any capital contribution except for the units which have been completed and are retained by Declarant.

ARTICLE VI

EXTERIOR MAINTENANCE

The Association shall provide grounds maintenance within the boundaries of each Lot which is subject to assessment hereunder as follows: lawn mowing, maintenance of trees and shrubs, and maintenance, cleaning and plowing of private roads and driveways. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance and repairs shall be added to and become part of the assessment to which such Lot is subject. The above obligation does not include any maintenance or repairs caused by fire or other casualty to the premises owned individually by members of the Association.

ARTICLE VII

PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed

to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

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

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

**ARTICLE VIII
USE OF PROPERTY**

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

A. Type of Dwellings: No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling and a garage.

B. Use of Common Elements. The Common Area shall be used for the furnishing of benefits and activities for which the same are reasonably intended, for the enjoyment of the Units.

C. Occupancy. No Unit shall be occupied by any persons taking possession in violation of the provisions of Article IX below.

D . Nuisances. No nuisances shall be allowed upon the Properties nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Properties by their residents.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of the Owners and the Board of Directors of the Association for complying with the requirements of governmental bodies which require maintenance, modification or repair of the Properties shall be the same as hereinabove provided for the maintenance and repair of that portion of the Properties subject to such requirement.

F. Interpretation. In interpreting deeds, mortgages, and plans, the original existing physical boundaries of a Unit, (or in the event the Unit is reconstructed in substantial accordance with the original plan, its existing physical boundaries as reconstructed), shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plans, regardless of minor variance between boundaries shown on

the plans or in the deed and those of the building.

G. Regulations. Regulations concerning use of the Properties may be promulgated by the Board of Directors as hereinabove set forth; provided, however, that copies of such regulations are furnished to each Owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Board of Directors, are annexed to and made a part of the Bylaws. Such regulations shall not impair or limit the rights of mortgagees as elsewhere recited.

H. Application To The Declarant. These restrictions shall not apply to the business activities of the Declarant or its successors during construction or any additions thereto, so long as there are no undue delays.

ARTICLE IX
ARCHITECTURAL CONTROL

No building, fence, wall, mail box or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design

and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE X

INSURANCE AND CASUALTY DAMAGES

The Board of Directors shall obtain and maintain, to the extent obtainable, insurance coverage insuring the structures and all other insurable improvements upon the Properties, including all improvements and betterments, and all personal property as may be owned by the Association, in an amount equal to the maximum insurable replacement value thereof as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and such other risks as from time to time customarily shall be covered with respect to improvements similar in construction, location and use as the improvements being insured, including but not limited to, vandalism, malicious mischief, windstorm and additional perils.

Insurance covering public liability and property damage shall be provided in such amounts and in such forms as shall be required by the Board of Directors, but in no event less than \$500,000.00 for bodily injury to one person per occurrence; \$1, 000,000.00 for aggregate bodily injury to all persons per one occurrence and \$250,000.00 property damage per occurrence; including, but not limited to,

hired automobile, non owned automobile and off premises employee coverage (if there are any employees).

In the event workers compensation insurance is required by law for the Association, a workers compensation policy meeting those requirements shall be procured.

Each Owner shall obtain insurance, at his own expense, insuring his residence and all other insurable improvements upon his Lot in an amount equal to the maximum insurable replacement value. The Board of Directors shall have no responsibility to maintain insurance of any kind on individual residential units.

Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Association and charged as common expenses. In the event of a casualty loss, the Owner will continue to pay the common charges on his Unit.

The Association may secure such other forms of insurance coverage as its Board of Directors may from time to time direct to be paid as a common expense.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any property subject to this Declaration, their respective heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is

recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of seventy five percent (75%) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. This Declaration may be amended during the first thirty (30) year period by an instrument, signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the owners. Any amendment must be recorded in the Monroe County Clerk's Office to be effective.

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

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XII

ADDITIONAL PROPERTIES

Declarant, its successors or assigns, shall have the right, without the consent of the members of the Association, within five years of the date of this Instrument, to bring within the scheme of this Declaration additional properties to be developed substantially as the properties contained herein. However, neither Declarant nor its successors and assigns shall be bound to make such additions. Such additions shall be made by filing in the Monroe County Clerk's Office a supplemental Declaration with respect to the additional properties, which shall extend the scheme of this Declaration to such properties. Such supplemental Declaration, may contain additions and modifications to the covenants and restrictions contained in this Declaration which are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental Declaration revoke or modify the covenants established by this Declaration.

IN WITNESS WHEREOF, the undersigned, herein, has hereunto set its hand and seal this 29th day of June, 1987.

LISSOW/WEGMAN INC.

By: Charles P. Lissow (signed)

Charles P. Lissow, President

STATE OF NEW YORK)

COUNTY OF MONROE) ss.:

CITY OF ROCHESTER)

On this 29th day of June, 1987, before me personally came CHARLES P. LISSOW, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Greece; that he is the President, of Lissow/Wegman, Inc., the corporation described herein, and which executed the within Instrument; that he signed his name thereto by order of the Board of Directors of said corporation.

Francine Monachino (signed)

NOTARY PUBLIC

SCHLDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate In the Town of Greece, County of Monroe and State of New York, being part of Town Lot 15, Township 2 Division 1, Short Range, knwn and described as English Station Subdivision, Section 1, and shown on the map of said subdivision filed in the Monroe County Clerk's Office in Liber 243 of Maps, at page 70.

0590350 01-001

STATE OF NEW YORK
MONROE COUNTY, SS.
RECORDED 07/05/07
TIME 11:00 AM
BOOK 7147 PAGE 008
FILED IN 2007
D.L.L.
DEPT. OF TAXATION & FINANCE
ALBANY, N.Y.

FIRST AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS INSTRUMENT, made this 23rd day of April, 1993, is an amendment to the Declaration of Covenants, Conditions and Restrictions (the "Declaration") which was recorded in the Monroe County Clerk's Office in Liber 7147 of Deeds at page 208 on July 8, 1987.

WITNESSETH:

WHEREAS, Lissow/Wegman, Inc. (the "Declarant") is the sponsor of English Station Homeowners' Association, Inc., as established by the above referenced Declaration; and

WHEREAS, the first sentence of Article XII, page 21 of the Declaration states that "Declarant, its successors or assigns, shall have the right, without the consent of the members of the Association, within five years of the date of this Instrument, to bring within the scheme of this Declaration additional properties to be developed substantially as the properties contained herein "; and

WHEREAS, five years have passed since the above-referenced Declaration; and

WHEREAS, since five years have passed, and in order to bring within the scheme of the Declaration additional lands and in order to also amend the first sentence of Article XII page 21 of the Declaration it is necessary to comply with Article XI, Section 1, page 20 of the Declaration which states in relevant part that "This Declaration may be amended during the first thirty (30) year period by an instrument, signed by not less ninety percent (90 %) of the Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Owners. ": and

WHEREAS, the Declarant has requested of the Lot Owners who comprise the English Station Homeowner's Association, Inc. that they give the Declarant the right to bring within the scope of this Declaration certain additional lands described on Schedule A to this First Amendment, which lands the Declarant wishes to develop in the same or a similar manner to the lands already subjected to the Declaration; and

WHEREAS, the Declarant has also requested the Lot Owners to extend the time frame of the first sentence of Article XII, page 21 of the Declaration to "twelve years from the date of recording of the Declaration" rather than "five years from the date of the Declaration" and whereas the Declarant will specify and limit what additional properties may also be brought within the scope of the Declaration; and

WHEREAS, in accordance with Article XI, Section 1, page 20 of the Declaration, ninety percent (90%) or more of the Lot owners, other than the Declarant, have approved this Amendment.

NOW, THEREFORE:

1. Addition of Certain lands to Declaration.

The Declaration recorded in Liber 7147 of Deeds at page 208 on July 8, 1987 is hereby amended to add to the lands covered by the Declaration those lands described in Schedule A hereto which lands constitute Phase II of the English Station subdivision (the "Phase II Lands"). The Declarant hereby declares that the Phase II, together with any and all improvements thereon and appurtenances thereto, shall be held, sold and conveyed subject to the restrictions set forth in the Declaration. The restrictions are for the purpose of protecting the value and desirability of, and shall run with, burden and bind the additional lands for and during the period of time specified in the Declaration, and all parties having any right, title or interest in the additional lands or any part thereof, their heirs, executors, administrators, successors and assigns forever and shall inure to the benefit of each owner thereof.

2. Amendment of Article XII, Page 21 of Declaration.

The first sentence of Article XII, page 21 of the Declaration is deleted and the following substituted in place thereof:

"Declarant, its successors or assigns, shall have the right, without the consent of the members of the Association, within twelve years of the date of recording of this Declaration, to bring within the scheme of this Declaration those additional properties described in Schedule B to this First Amendment to Declaration which constitute Phase III of the English Station subdivision (the "Phase III lands") to be developed substantially as the properties contained herein."

The effect of the amendment of this first sentence will be to enable the Declarant to add the Phase III lands to the scope of the Declaration without the future consent of Lot Owners.

3. Required Number of Consents.

Pursuant to Article XI, Section 1, page 20 of the Declaration, this First Amendment is signed by not less than ninety percent (90%) of the Lot Owners, other than the Declarant, and in addition it is signed by Declarant for the purpose of acknowledging Declarant's consent to this First Amendment.

IN WITNESS WHEREOF, the Lot Owners and the Declarant have caused the above First Amendment to be executed the date shown below.

LISSOW/WEGMAN, INC.

By: Chif Wegman

STATE OF NEW YORK)

COUNTY OF MONROE) ss.:

On this 23rd day of April, 1993, before me came Chif Wegman, to me known and who, being by me duly sworn, did depose and say that he resides at Greenway; that he is the Vice President of LISSOW/WEGMAN, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

J. Watkins
Notary Public

JEROLD D. WATKINS
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires ~~March 30, 1994~~
1-31-94

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS**

This Amendment made this 25th day of OCTOBER, 1995 to the Declaration of Covenants, Conditions & Restrictions of the English Station Home Owners Association, Inc. recorded in the Monroe County Clerk's Office in Liber 7147 of Deeds, page 208 on July 8, 1987 (hereinafter the "Declaration").

WHEREAS, Article VI of the Declaration provides that the English Station Home Owners' Association, Inc. (the "Association") shall provide tree and shrub maintenance within the boundaries of each lot owned by members of the Association, and

WHEREAS, the Association wishes to amend the Declaration to provide that the Association is not responsible for the care of foundation planting beds, and the Association will provide care only for trees and shrubs located in specified sections of the English Station sub-division, and

WHEREAS, in accordance with Article XI, Section 1 of the Declaration, 90 percent or more of the lot owners of the English Station subdivision have approved this Amendment,

NOW, THEREFORE, the following amendment is hereby adopted:

1. Article VI of the Declaration is hereby amended to read as follows:

ARTICLE VI

EXTERIOR MAINTENANCE

The Association shall provide grounds maintenance within the boundaries of each Lot which is subject to assessment hereunder as follows: lawn mowing and maintenance, and cleaning and plowing of private roads and driveways. The Association is not responsible for the care of foundation planting beds. The Association will maintain trees and shrubs which are located only in the following areas; (i) on common property owned

NOT RECORDED
55 DEC 23 AM 10:08
CLERK

by the Association (i.e., the stormwater detention basins and the front entrance gate areas), (ii) on the Town of Greece right-of-way between the paved roadway and the sidewalks along English Station Road, as well as within a ten-foot-wide strip of the homeowner lots beside the sidewalks along English Station Road and beside the concrete drainage gutter along Margate Drive, (iii) on top of all perimeter berms within the English Station sub-division which have been constructed to help separate the sub-division from other neighboring areas and sub-divisions; (iv) within the driveway circle areas within the English Station sub-division. The Association shall be responsible for maintenance only, and shall not be responsible for the actual replacement of any lawn area, trees or shrubs except those located in the area defined in subparagraph (i) above.

All maintenance provided by the Association is subject to the following:

A. In the event that the need for maintenance or repairs are caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance and repairs shall be added to and become part of the assessment to which such lot is subject.

B. The obligation of the Association shall be to arrange with independent contractors to provide the services enumerated above. In no event shall the Association, or any of its directors or officers be individually liable to any lot owner for any act or failure to act in regard to any of the Association's obligations hereunder. Each lot owner agrees to hold harmless the Association and its directors and officers and agrees that the lot owner's remedy shall be solely

against the contractor or sub-contractor undertaking to provide the services enumerated herein.

2. Pursuant to Article XI, Section 1 of the Declaration, this Second Amendment is signed by not less than 90 percent of the lot owners and by the duly authorized representative of the Association.

IN WITNESS WHEREOF, the parties hereto have caused the above Second Amendment to be executed as of the date above stated.

ENGLISH STATION HOMEOWNER'S ASSOCIATION, INC.

By: Louise Agate
Louise Agate, President

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 25th day of October, 1995, before me personally came Louise Agate, to me personally known who, being by me duly sworn did depose and say that she resides in Monroe County, that she is the President of English Station Homeowner's Association, Inc., the corporation described in and which executed the above instrument, that she 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 she signed her name thereto by like order.

RICHARD B. CALLEN
Notary Public in the State of New York
MONROE COUNTY
Commission Expires April 30, 1996

Richard B. Callen
Notary Public

Ray N. Holmes

30 MARGATE DR.

Donald E. Agate

18 Margate Dr.

Luddy DeCarlo

19 Margate Dr.

Ann & John

36 Margate Dr.

Bob & Shirley Sutcliffe

27 English Station Rd

Bob & Joan Mullen

21 English Station Rd.

Walter & R

35 Margate Dr.

Eldon H Remy

40 Margate Dr.

Jackie & Harry Blackburn

42 Margate Dr

Ann Clements

28 Margate Dr - 14616

Rose & Leena

41 Margate

Eddie D. Shannon

43 Margate Drive

Michael Astwood

24 ENGLISH STATION

Robert & Payla

38 Margate Drive

Pamela Farrow

23 Margate Dr.

Julius & Elvira

8 Margate Dr.

Senao Nello Porto

28 English Sta Rd

Joseph + Florence Mangione

33 Margate Dr.

Charles E. Schindler

34 MARGATE DR

Marie H. Carr

20 English Station Rd.

John D. Fleming Jr.

17 Margate Dr.

Wm. B. Pagan

22 English Station

George Dandrea

26 English Station

Myrtle L. Johnson

29 Margate Dr.

Edna M. Berhaar

26 Margate Dr.

William L. Cannon

37 MARGATE DR

George A. Hatch

11 ENGLISH STATION RD.

C. Brasser

11 MARGATE DR.

Ronald E. Rigate

18 MARGATE DR.

Emel L. Dandrea

9- Margate Dr

Kenneth. Busni

31 Margate Drive

B. J. Syracuse

39 Margate Dr

Angelo Veltri

32 Margate DR.

Daniel P. Conway

15 MARGATE DR.

John Wood

23 English St DE

ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

BYLAWS

TABLE OF CONTENTS

	<u>Page</u>
Article I Identity	2
Article II Definitions	2
Article III Board of Directors	3
Article IV Fiscal Management	10
Article V Meetings and Powers of Members	11
Article VI Architectural Control	12
Article VI I Liability of Board of Directors	13
Article VI I I Amendments	13
Schedule A Rules and Regulations	14
Exhibit B-1 Amendments to the By-Laws	18

**BYLAWS OF
ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I - IDENTITY

These are the Bylaws of English Station Homeowners' Association, Inc.

These Bylaws provide the method by which English Station Homeowners' Association, Inc., a homeowners' association in the Town of Greece, Monroe County, New York, organized under the Not-For-Profit Corporation Law, shall be governed.

The office of the Association shall be at the residence of the then current President of the Association or at the office of English Station Associates (herein the "Declarant") at 550 Latona Road, Rochester, New York, 14626.

The fiscal year of the Association shall be the calendar year.

ARTICLE II - DEFINITIONS

A. "Association " shall mean and refer to English Station Homeowners' Association, Inc., its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of the Association.

C. "Common Area" shall mean all real property owned by the Association or by the Owners subject to easements for common use and enjoyment of the Owners.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, including any Common Area within the boundaries of said Lot.

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

F. "Declarant" shall mean and refer to Wegman/Lissow, Inc., its successors and assigns.

G. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties and recorded in the Office of the Clerk of the County of Monroe.

H. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

I. "Unit" shall mean and refer to the structure built on any Lot.

ARTICLE III - BOARD OF DIRECTORS

A. Membership and Initial Selection. The Association shall be governed by a Board of Directors consisting of three (3) persons. These directors need not be members of the Association. The initial Board of Directors shall be designated by Declarant who is authorized to choose the directors until all

Lots in all phases have been sold or until seven (7) years after the transfer of the first Lot whichever first occurs.

B. Term and Election. At such time as the members become empowered to elect the Board of Directors they shall elect three (3) directors, the person receiving the highest number of votes serving three (3) years, the person receiving the next highest number of votes serving two (2) years, and the person receiving the next highest number of votes serving one (1) year. Thereafter at each annual meeting the Members shall elect one (1) director to serve for three (3) years.

C. Removal. Any director may be removed from the Board with or without cause by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

D. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

E. Action Taken Without a Meeting. The directors shall have the right, by obtaining the written approval of all the directors, to take any action in the absence of a meeting which they could take at a meeting. Any actions so approved

shall have the same effect as though taken at a meeting of the directors.

F. Powers and Duties. The Board of Directors shall exercise all the powers and duties permitted the governing body of the Association, including those existing under the Not-For-Profit Corporation Law of New York State. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, and shall include but shall not be limited to the following powers and duties:

1. To make and collect assessments, including special assessments, against members to defray the costs of the Association.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To assure the maintenance, repair, replacement and operation of all Association property for the common use and enjoyment of the unit owners.
4. To assure the reconstruction of improvements after casualty and the further improvement of the Association's property.
5. To make and amend regulations respecting the use of the Common Areas, Lots and Units. (The initial Rules and Regulations are attached hereto as Schedule A).
6. To enforce by legal means the provisions of the Declaration, Bylaws and Regulations for the use of the Properties.

7. To purchase insurance for the protection of Members and the Common Areas of the Association against casualty and liability as provided in the Declaration.

8. To pay the cost of all snow plowing, electric, water, sewer, and other utility services rendered to the Association and not billed to Members.

9. To employ personnel for reasonable compensation to perform, or to retain and/or contract for, the services required for proper administration of the purposes of the Association.

10. To contract for management of the Association and to delegate to such contractor the powers and duties of the Board of Directors except such as are specifically required by the Association's certificate of Incorporation or Bylaws to have approval of the Board of Directors.

11. To receive, consider, and act upon any application which pertains to the alteration of a Unit in accordance with Article X of the Declaration.

12. To suspend the right of a Member to use Common Areas during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after a notice and hearing for a period not to exceed sixty (60) days for infraction of published Rules and Regulations.

13. Declare 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 regular meetings of the Board of Directors.

G. Method of Calling Meetings.

1. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegram at least three (3) days prior to the day named for the meeting unless such notice is waived. The first regular meeting held in each calendar year shall be the annual meeting of the Board.

2. Special meeting of the Board of Directors may be called by the President and must be called by the Secretary at the written request of any one director. No less than three (3) days notice of the meeting shall be given personally, or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the meeting.

3. Any director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. Quorum.

A quorum at a Board of Directors meeting shall consist of a director or directors present in person holding at least a simple majority of the eligible votes. The acts of the Board approved by a majority of the directors present in person or by proxy at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration. If at any

meeting of the Board of Directors there be fewer than a quorum present, the directors present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

I. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the members of the Board of Directors consent to such action in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors.

J. Officers. The officers of the Association shall be a President, Secretary, and Treasurer. They shall be elected at the annual meeting by the Board of Directors from among the members of the Board and shall hold office for a term of one (1) year or until the next annual meeting. Officers may be preemptorily removed and replaced by vote of the directors at any meeting. Any person may hold two (2) offices except that the President shall not be the Secretary. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

1. The President shall be the chief executive officer of the Association and shall preside over the meetings of the Board of Directors and of the Members. He shall have all the powers and duties which are usually vested in the office of the

president, including but not limited to the power to appoint committees from among the directors, Members and residents of the Units from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

2. The Secretary shall keep the minutes of all proceedings of the Board of Directors and of Members. He shall attend to the giving and serving of all notices to the directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to an instrument requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary, and as may be required by the directors or the President. In the absence or disability of the President, he shall exercise the powers and perform the duties of the President.

3. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of accounts of the Association in accordance with good accounting practices; and he shall perform all other customary duties of the office of treasurer.

4. The compensation, if any, of all officers and employees of the Association shall be fixed by the Board of Directors; however, a member of the Board of Directors shall not be entitled to compensation for his services as such, but he may

be reimbursed for any out of pocket expenses incurred in behalf of the Association. This provision shall not preclude the Board of Directors from employing a director as an officer or employee of the Association or preclude the contracting with a director for the management of the Association other than his capacity as a member of the Board of Directors.

ARTICLE IV - FISCAL MANAGEMENT

The provisions for fiscal management of the Association as set forth in the Declaration shall be supplemented by the provisions which follow.

A. Assessment Roll. The assessment roll shall be maintained in a set of books of account in which there shall be an account for each Lot. Such an account shall designate the name and address of the Owner or Owners, the amount of each assessment against the Owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

B. Budget. The Board of Directors shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Association in the manner provided for in the Declaration.

C. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of

monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

D. Audit. An audit of the accounts of the Association, including a summarization of receipts and expenditures, shall be made annually at the end of each fiscal year by a certified public accountant selected by the Board of Directors, and a copy of the report, including the summarization of receipts and expenditures for the year, shall be furnished to each Member.

E. Fidelity Bonds. Fidelity bonds may be required by the Board of Directors, in such amounts and with such terms as the Board may deem necessary or appropriate, for all officers and employees of the Association and from any contractor handling or responsible for Association funds. The premium on such bonds shall be a common expense and be paid by the Board of Directors.

ARTICLE V - MEETINGS AND POWERS OF MEMBERS

A. Meetings. Meetings of the Members shall be held from time to time when called by the Board of Directors, or by the President, or by any two (2) Members. All meetings shall be held at the principal office of the Association or at such other place in the Town of Greece, Monroe County, New York, as may be fixed by the President and at a time fixed by the President.

B. Notice of Meeting. The Secretary shall give not less than seven (7) days' notice of any meeting of Members personally, or by mail or telegram, which

notice shall state the time, place, and purpose of the meeting. Any Member may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

C. Quorum. A quorum at Members' meetings shall consist of a simple majority of the eligible Members present by proxy or in person. The acts of the Members must be approved by vote of a simple majority of the eligible Members except as specifically otherwise provided in these Bylaws, the Declaration, or the Not For Profit Corporation Law.

ARTICLE VI - ARCHITECTURAL CONTROL

No building, fence, wall, mail box, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration be made to the units until the plans and specifications showing nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in, relation to surrounding structures, and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII - LIABILITY OF BOARD OF DIRECTORS

In order to limit the liability of the Owners, any contract, agreement, or commitment made by the Board of Directors shall state that it is made by the Board of Directors as agent for the Owners as a group only and that no member of the Board of Directors nor individual Owner shall be liable for such contract, agreement, or commitment, except that every Owner shall be liable to the extent that his proportionate interest in the common areas bears to the total liability under such commitment. The Board of Directors shall have no liability to the Owners in the management of the Association except for willful misconduct or bad faith and the Owners shall severally indemnify all members of the Board of Directors in accordance with their duties as such members except for acts of willful misconduct or acts made in bad faith. Such several liability of each Owner shall, however, be limited to the extent that his proportionate interest in the Common Area bears to the total liability of the members of the Board of Directors.

ARTICLE VIII - AMENDMENTS

A. These Bylaws may be amended at a regular or special meeting of the Members by a vote of two thirds ($\frac{2}{3}$) at a quorum of Members present in person or by proxy.

B. In the case of any conflict between the Certificate of Incorporation and these Bylaws, the Certificate of Incorporation shall control and in the case of any conflict between the Declaration and these Bylaws the Declaration shall control.

SCHEDULE A

RULES AND REGULATIONS

In addition to the other provisions of these Bylaws, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Units and conduct of all residents thereof.

1. The exterior of each Unit shall be maintained in good repair and attractive condition, including but not restricted to paint or stairs in good condition, repair of broken windows and screens, and maintenance of gutters, downspouts, roof and external masonry. The sidewalks, entrances, and driveways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

2. No sign, advertisement, notice, or other lettering including political endorsements or signs shall be exhibited, inscribed, painted, or affixed by any Owner on any part of the outside or windows of the unit or buildings without prior written consent of the Board of Directors.

3. No awnings or other projections shall be attached to the outside walls of the buildings without prior written consent of the Board of Directors.

4. No baby carriages, velocipedes, or bicycles shall be allowed to stand on the sidewalks, entrances, driveways, or other Common Areas or on parts of the Lots outside the buildings and patio areas. No automobiles or trucks shall be parked

on the driveways except in marked parking spaces or temporarily when making deliveries to Units immediately adjacent thereto.

5. No Owner shall allow anything whatever to fall from the windows or doors of the premises, nor sweep or throw from the premises any dirt or other substances into any of the Common Areas or upon the grounds.

6. No garbage cans, equipment or supplies of any kind including firewood, milk bottles, or other articles shall be placed on the Common Areas or on parts of the Lots outside the buildings and patio areas, nor shall anything be hung or placed in such manner that it is visible. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any windows or doors.

7. No Owner shall make or permit any disturbing noises in the Unit by himself, his family, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts, or conveniences of other Owners. No Owner shall play upon, or permit to be played upon, any musical instrument or operate or permit to be operated a tape recorder, phonograph, hi-fi set, stereo, FM set, radio, or other type of equipment for producing sound in the Unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the buildings. No Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction

at any time if the same shall disturb or annoy other occupants of the buildings. No garage sales may be held. Owners shall not use or permit the use of the premises in any manner which would be disturbing or a nuisance to other Owners, or in such a way as to be injurious to the reputation of the Association.

8. No installation of a radio or television antenna or other antenna shall be made without the written consent of the Board of Directors. Any antenna erected on the roof or exterior walls of the building without consent of the Board of Directors, in writing, is liable to removal without notice.

9. No Owner shall keep or maintain any animals or birds except a single animal or bird commonly known as a household pet, unless prior written consent is obtained from the Board of Directors.

10. No Owner shall allow any pet to run free on the Common Areas or outside of that Owner's Lot. Pets shall be on leash and accompanied by an adult. Owners shall be responsible for picking up after pets.

11. No garbage, trash, or cuttings shall be placed, stored or collected in any area other than that designated for such purpose and no such materials shall be allowed to accumulate.

12. No change of exterior line, color or grade without written permission of the Board of Directors is permitted.

13. No boats, trailers, housecars, motorcycles, bicycles, or motor vehicles of any kind shall be parked on the premises except in the garages, except

that automobiles of visitors may be parked in the areas so designated.

14. All Units shall be used for single family residence purposes only.

15. Garage doors shall be kept closed unless entry or exit is being made from the garage.

16. No change in landscaping is permitted without the written permission of the Board of Directors..

17. No change in the style, size, color, lettering, or location of any mailbox or mail receptacle is permitted without the written permission of the Board of Directors.

18. All clotheslines, clothes poles and/or drying yards shall be located so as to not be visible from the street serving the Unit. The exact location of any such clotheslines, clothes poles, and/or drying yards shall be determined by the Board of Directors.

19. Except in the individual garden areas adjacent to a Unit, no permanent planting or gardening shall be done. No such planting shall be done within the Common Areas.

20. No pens, fences, chains, hedges or walls shall be erected or maintained upon the Properties except those erected at the time of the original construction of the buildings located thereon.

ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

AMENDMENT TO BYLAWS

The Fifth Amendment to the Offering Plan for the English Station Homeowners Association, Inc., dated July 27, 1994, includes some amendments to the By Laws of the Association. A complete copy of the original By-Laws is shown as Exhibit B, Section 1 of the Homeowners Handbook. The materials that follow identify the amendments that have been made to the By-Laws as a result of the Fifth Amendment referenced above. The portions of each section which have been affected by the amendments are underlined.

AMENDMENT TO ARTICLE V1 - ARCHITECTURAL CONTROL

PAGE 12, FINAL SENTENCE - original sentence deleted and replaced with the following:

The Board of Directors will approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted.

AMENDMENTS TO SCHEDULE A, RULES AND REGULATIONS

PAGE 15, SECTION 2 - now reads:

No sign (except for security signs), advertisement, notice, or other lettering, including political endorsements or signs, shall be exhibited, inscribed, painted, or affixed by any Owner on any part of the outside or windows of any of the buildings without prior written consent of the Board of Directors. One exception is "For Sale" signs; these can be exhibited for a period of six months, after which they must be removed or written consent of the Board of Directors must be obtained for continued display.

PAGE 15, SECTION 4 - now reads:

No baby carriages, velocipedes, or bicycles shall be allowed to stand for extended periods of time on the sidewalks, entrances, driveways, or other Common Areas or on parts of the lots outside the buildings and patio areas. No automobiles or trucks shall be parked on the driveways (delete "in marked parking spaces") for extended periods of time, except temporarily when making deliveries to units immediately adjacent thereto.

PAGE 16, SECTION 5:

(Delete section 5)

PAGE 16, SECTION 6 - now reads:

No garbage cans, equipment or supplies of any kind, including (~~delete~~ “firewood”) milk bottles or other articles shall be placed on the Common Areas or on parts of the lots outside the buildings and patio areas, nor shall anything be hung or placed in such manner that it is visible from outside. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung outside any windows or doors. Firewood, limited to one face cord (4 ft. high X 8 ft. long), can be stored neatly outside a building with written consent of the Board of Directors.

July 27, 1994

ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

AMENDMENTS TO BY-LAWS

At the Annual Homeowners' Meeting on November 7, 1996, the following Amendments to the By-Laws of the Homeowners' Association were approved. The portions of each section which have been affected by the Amendments are underlined.

AMENDMENTS TO SCHEDULE A, RULES AND REGULATIONS:

PAGE 15, SECTION 4 now reads (as previously amended on July 27, 1994):

No baby carriages, velocipedes, or bicycles shall be allowed to stand for extended periods of time on the sidewalks, entrances, driveways, or other Common Areas or on parts of the lots outside the buildings and patio areas. (Delete the following sentence: "No automobiles or trucks shall be parked on the driveways except temporarily when making deliveries to units immediately thereto.")

PAGE 17, SECTION 13 now reads:

No boats, trailers, (delete "housecars, motorcycles, bicycles") or motor vehicles of any kind shall be parked on the premises except in the garages (delete "except that automobiles of visitors may be parked in the areas so designated"). Short term visitors May park their vehicles in the homeowner's driveway and on the streets as necessary. Longer term visitors, (e.g., a relative or other family member who returns to live with the homeowner for a period of time) may park their vehicle in the homeowner's driveway but not on the streets. Any exceptions to these regulations must be approved by the Board of Directors of the Homeowners' Association.

PAGE 18, SECTION 21 is added, and reads:

No flags may be displayed within the English Station sub-division. The only exception is that the American Flag may be displayed, if attached to a homeowner's home or garage.

ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

AMENDMENT TO BY-LAWS

At the Annual Homeowners' Meeting on November 5, 1997, the following Amendment to the By Laws of the Homeowners Association was approved. The portion of the section which has been affected by the Amendment is underlined.

AMENDMENT TO ARTICLE III - BOARD OF DIRECTORS:

PAGE 4, SECTION B, TERM AND ELECTION now reads:

At such time as the members become empowered to elect the Board of Directors they shall elect three (3) directors, the person receiving the highest number of votes serving three (3) years, the person receiving the next highest number of votes serving two (2) years, and the person receiving the next highest number of votes serving one (1) year. Thereafter at each annual meeting the Members shall elect one (1) director to serve for three (3) years. Members wishing to be nominated for election to the Board of Directors must inform the current Board members, in writing, at least one month prior to the annual meeting of Members.

AMENDMENT TO BYLAWS

At the Annual Homeowners' Meeting on November 5, 1998, the following Amendment to the By Laws of the Homeowners' Association was approved. The portion of the section which has been affected by the Amendment is underlined.

AMENDMENT TO SCHEDULE A, RULES AND REGULATIONS:

PAGE 18, SECTION 22. is added, and reads:

Homeowners are prohibited from leasing, subletting, renting, or allowing occupancy of units for more than sixty (60) days to non-family members.



Homeowners' Directory

NAME	ADDRESS	PHONE	E-MAIL ADDRESS
GERRY ABEL	31 Margate Drive	723-9218	
LOUISE AGATE	18 Margate Drive	227-7828	SCCED5@aol.com
FRANK & KATIE AMATO	15 English Station Road	225-6808	f.amato@att.net
CONNIE BEATY	19 English Station Road	720-0134	twocb4425@aol.com
CHUCK & JUDY BELLANCA	42 English Station Road	225-7537	bellacj@frontiernet.net
JACKIE BLACKBURN	42 Margate Drive	225-8469	
MIKE & RITA BRASSER	11 Margate Drive	227-1207	cbrasser@rochester.rr.com
FRANK CALI	26 Margate Drive	225-6663	
MARGARET CANNAN	37 Margate Drive	225-6412	
JOE & CONNIE CAPIZZI	36 Margate Drive	453-9401	roosh613@frontiernet.net
TONY & BETTY CARBONE	44 English Station Road	227-8935	bettycarbone@frontiernet.net
PHILIP CAREY	21 Margate Drive	720-9441	
DAN CONROY	15 Margate Drive	225-3172	conroydan@aol.com
MARY DANDREA	9 Margate Drive	723-8637	
GEORGE & JENNY DANDREA	26 English Station Road	723-0278	
ADDIE DeCARLO	19 Margate Drive	227-9352	adeline0@juno.com
GENE & GLORIA DELLA PORTA	28 English Station Road	225-8424	
FRANK & CONNIE DELVECCHIO	20 English Station Road	723-5576	
HOWARD & NANCY DeMALLIE	44 Margate Drive	720-9135	demallie@frontiernet.net
JERRY & PAT DeMETSENAERE	39 Margate Drive	227-3189	jerryco@frontiernet.net
ALEX DERRY & PHYLLIS COTTER	24 Margate Drive	266-5480	pcotter@frontiernet.net
NORMA EHRNE	38 English Station Road	225-6642	
JOHN ELLIOTT	13 English Station Road	368-9737	elliott13esr@earthlink.net
PAMELA FARLOW	23 Margate Drive	(Unlisted)	Pamchee@aol.com
FULVIO & MARY FELICE	8 Margate Drive	227-1439	

Homeowners' Directory (continued)

NAME	ADDRESS	PHONE	E-MAIL ADDRESS
DAVE & BETTY FISHER	30 English Station Road	227-2114	lizj4@localnet.com
ROY & PAT HOLMES	30 Margate Drive	225-2229	RoyNHolmes@msn.com
MYRLE & BEVERLY JOHNSON	29 Margate Drive	227-3398	mandbj@rochester.rr.com
BOB & BETTY JUDD	17 Margate Drive	723-8933	bjudd@frontiernet.net
FRANK & JOAN KENT	52 English Station Road	368-0613	fwkent@rochester.rr.com
GERALD & ELIZABETH KUNZ	36 English Station Road	368-9647	
GUNNAR LANG-REE	28 Margate Drive	227-4498	gunnarlr@frontiernet.net
BOB & CHERYL LeBLANC	34 English Station Road	225-4825	cleblan2@rochester.rr.com
JOE & FLORENCE MANGIONE	33 Margate Drive	225-9519	fam65@frontiernet.net
JOAN MEILLER	21 English Station Road	225-0503	jmeiller@frontiernet.net
NELSON & JANET MEISENZAHL	35 Margate Drive	225-3934	janetmeis@yahoo.com
JUDY MORICONI	17 English Station Road	453-0603	
VINCENT & GLORIA NATALE	48 English Station Road	225-1127	
MARILYN PAZDA	38 Margate Drive	723-8765	pazerie@aol.com
GEORGE & JOY PRETSCH	11 English Station Road	723-4677	
ELDON REMY	40 Margate Drive	723-0517	eldonremy@bluefrog.com
MARY RISTUCCIA	24 English Station Road	723-9581	
HARRY & BOBBI ROBERTS	40 English Station Road	225-0727	hroberts5@frontiernet.net
JEANNIE ROBILLARD	32 English Station Road	453-0595	jsrobillard@msn.com
CHARLIE & FRAN ROGERS	9 English Station Road	225-7054	
RALPH & JESSICA ROSATI	46 Margate Drive	865-0937	rrosati@rochester.rr.com
DICK & BEA SCHANTZ	46 English Station Road	227-5762	rjsbms@rochester.rr.com
CHUCK & JUDY SCHINDLER	34 Margate Drive	453-9627	jcschindler@juno.com
ELLIE SHANNON	43 Margate Drive	453-0339	
BOB SHAVER & MARYANN SCIARABBA }	22 English Station Road	473-5706	rshaver101@msn.com
BILL & CONNIE SULLIVAN	54 English Station Road	225-2970	WTSCJS@aol.com
BOB & LOUISE SUTLIFF	27 English Station Road	225-3554	bobnlou32@netscape.com
SONNY & MARYANN VELTRE	32 Margate Drive	723-9691	
JIM & ROSALIE WALSH	50 English Station Road	225-6714	jamroe@aol.com
DICK & JANET WEHNER	41 Margate Drive	865-0524	rjwehner988@aol.com
SUE WOOD	23 English Station Road	723-3596	

- - - *Please report any errors or changes to Frank Kent* - - -



February 2006

BOARD OF DIRECTORS and COMMITTEE ORGANIZATION

Board of Directors

President: Ralph Rosati
Secretary: Frank Amato
Treasurer: Joe Capizzi

Architecture and Landscape Committee

Jim Walsh, Chair
Louise Agate Bob LeBlanc
Pat DeMetsenaere Bob Meiller
Beverly Johnson Ellie Shannon

Budget Committee

Chuck Bellanca, Chair
Dick Schantz

Social Committee Pat DeMetsenaere and Jessica Rosati,
Co-chairs

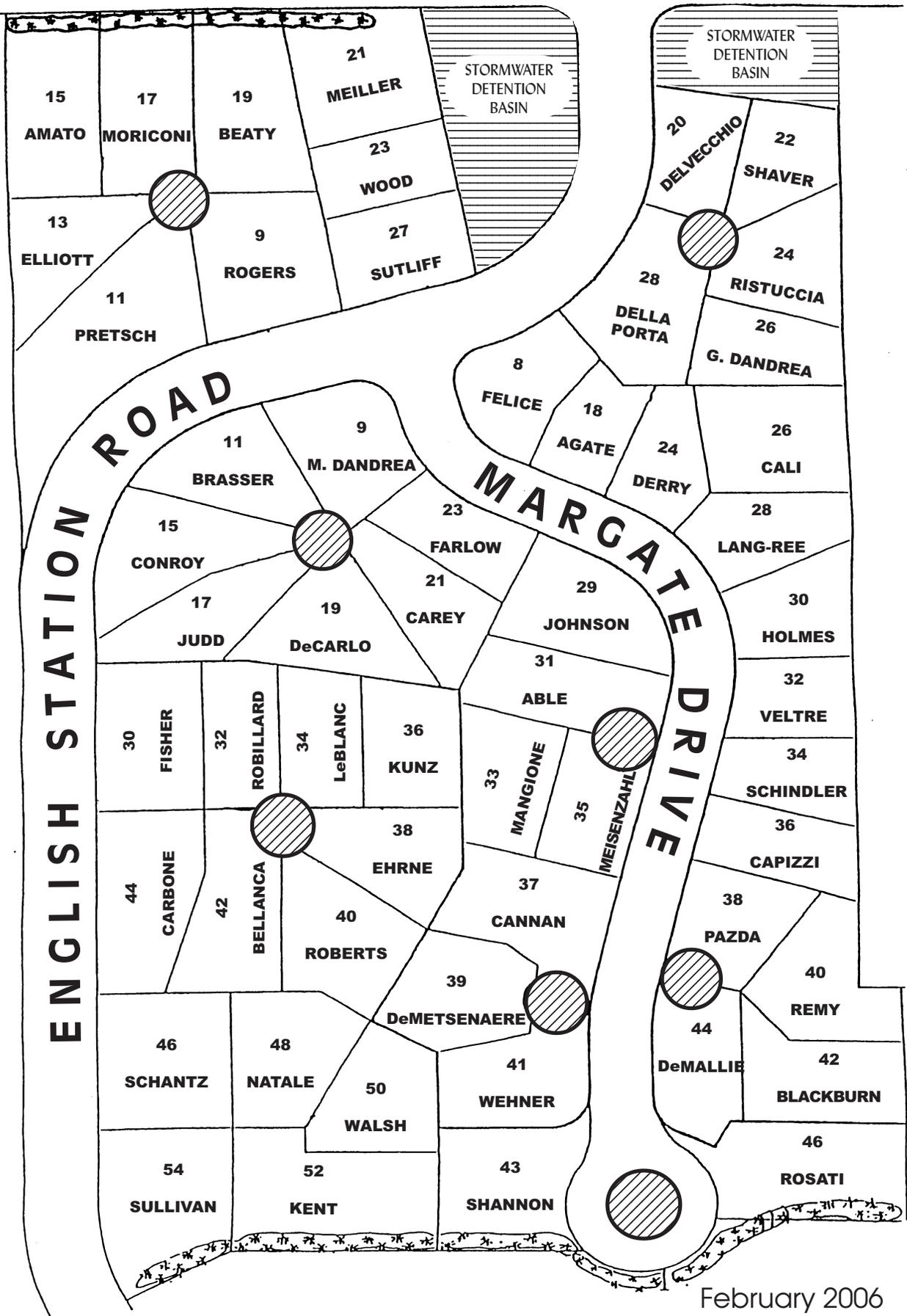
PROPERTY MANAGEMENT COMPANY

REALTY PERFORMANCE GROUP, INC.

2450 West Ridge Road -- Suite 303
Rochester, NY 14626
Phone: 225-7440
ATTENTION: Rick Albright

ENGLISH ROAD

Lot Location Map • English Station Homeowners' Association, Inc.



February 2006

ASSOCIATION SERVICES

I. SERVICES PROVIDED

As indicated in the Declaration, Article VI, the Association provides a variety of services for the homeowners living in English Station, The materials that follow provide further details on the specifics of these services. The services provided are reviewed annually by the Association Board of Directors (the "Board"). To help in this, the Board distributes a questionnaire regarding Association Services at the annual meeting of homeowners (questionnaire shown as Section 3, Exhibit B).

A. Management Services:

The Board contracts with a Property Management company to oversee the work of sub-contractors for services to be provided. The Property Management company, in cooperation with the Budget Committee of the Board, obtains contracts for services through competitive bids, prepares expense budgets, collects monthly homeowner assessments, monitors budgets versus expenses during the year, contracts for independent annual audits of Association finances, coordinates the resolution of any violations of Association regulations, and other activities as requested by the Board.

Insurance covering public liability and property damage on common property owned by the Association is provided by the Association. Each homeowner is responsible for insurance coverage for his/her own home and lot; the Association has no responsibility to maintain insurance of any kind on individual residences.

B. Snow Removal Services:

Snow is plowed (and removed when necessary) from each driveway, circle, and apron. The Town of Greece plows those streets which will be dedicated to the Town (*i.e.*, English Station Road and Margate Drive). The specifications for the snow removal contractor are as follows:

1. Snow Removal Locations:

- a. Driveways - all private driveways, and rotaries/common driveway areas.
- b. Mailbox areas - all.
- c. Fire hydrant areas - all.

2. Snow Removal Activities: Contractor will -

- a. Stake all driveways and mailbox areas prior to first snowfall; maintain stakes throughout the season; and remove all stakes at the end of the season.
- b. Plow snow upon every three inch accumulation, or upon request of the Property Management company. Any accumulation may be the result of one or more snowfalls or drifting.
- c. Clear all driveways, rotaries/common driveway areas by 7:00 AM.

I . SERVICES PROVIDED

B. Snow Removal Services: (Con't)

- d. Return at an appropriate time after plowing to clear out snow left by Town of Greece plows along English Station Road and Margate Drive at entrances to circles and driveways.
- e. Remove snow from driveways and rotaries/common driveway areas using a front end loader, Bobcat plow, or similar equipment to ensure appropriate removal and distribution of snow.
- f. Make all reasonable efforts to limit damage to trees and shrubs as the result of piling snow during the course of clearing driveways and rotaries/common driveway areas.
- g. Cut back and remove snow from piles whenever necessary because of threat of damage to property (e.g., weight of snow, flooding from thaw, etc.), dangerous limitation of field of vision of pedestrians or operators of motor vehicles, or piles can no longer be added to because of size. (Use of heavy equipment/trucks to remove snow, at additional expense, must be approved in advance by the Property Management company).
- h. Be responsible for monitoring snowfall and inspecting premises for compliance with the specifications.
- i. Clear snow from front and rear of mailbox areas, and clear fire hydrant areas to allow hose connections.

3. Other Items

- a. Salting: driveways and rotaries/common driveway areas will be salted in cases of extremely slippery conditions when access by emergency vehicles might be hindered. In these cases, prior approval by the Property Management company is required.
- b. Chloride: only chloride applications may be used for mailbox areas.
- c. Loading and removal of snow from site: snow removal will be done only upon request of the Property Management company.

C. Refuse Removal, Services: Refuse (including recyclable materials) is collected weekly. Refuse, in appropriate receptacles, should be placed outside one's garage door for collection. Recyclable materials, in blue recycling boxes, should be placed at the side of English Station Road or Margate Drive (not in the driveway at the garage door, as the recycling trucks cannot maneuver the driveway areas).

D. Lawn and Planting Care Services:

In the cluster home English Station sub-division there is very little common ground owned by the Association (*i.e.*, the front entry wall area, and the stormwater detention basins). All other property in the sub-division is owned by individual homeowners, and there are a variety of easements within each homeowner's property described in the Declaration which provide necessary access for utilities as well as the provision of Association services.

All lawns in the sub-division are fertilized and mowed. Weed and pest control is achieved with appropriate chemical products. Plantings (*i.e.*, trees, evergreens, shrubs) in the sub division are divided into two categories for purposes of regular care:

- Those which are maintained by the Association (referred to as "common care plantings");
- Those whose care is the responsibility of each homeowner.

Common care plantings, as defined in the Second Amendment to the Declaration (see Exhibit A-1, Section I in the Handbook), include "trees and shrubs which are located only in the following areas:

- On common property owned by the Association (*i.e.*, the stormwater detention basins and the front entrance gate areas),
- On the Town of Greece right of way between the paved roadway and the sidewalks along English Station Road, as well as within a ten foot wide strip of the homeowner lots beside the sidewalks along English Station Road and beside the concrete drainage gutter along Margate Drive,
- On top of all perimeter berms within the English Station sub-division which have been constructed to help separate the sub-division from other neighboring areas and sub-divisions, and
- Within the driveway circle areas within the English Station sub-division."

The specific locations of common care plantings are shown on the map located in Section 3, Exhibit A of this Handbook.

The common care plantings receive regular care by the Association to maintain an overall consistent decor throughout the sub-division. The Homeowners Association is responsible for replacing any common care trees and shrubs which die within the common property owned by the Association. The care of all other plantings on individual homeowners' property, including the replacement of any common care trees which die and are located in individual homeowners' yards (except as noted in the preceding sentence), is the responsibility of each homeowner.

New mulch will be placed at the base of all common care trees once every three years as needed.

D. Lawn and Planting Care Services: (Con't)

The specifications for the lawn and planting care contractors are as follows:

1. Mowing:

- a. All established turf areas will be mowed weekly, weather permitting, throughout the growing season (i.e., April through October).
- b. Established turf areas may not be mowed (or mowed with different frequencies) during drought and erratic growth periods at the contractor's discretion after consultation with the Property Management company.
- c. Turf height will be maintained at approximately 2.5 inches.
- d. Turf clippings will be dispersed from all paved surfaces/sidewalks/patio areas after each mowing, via a mechanical blower.
- e. Stringline edging will be done near all turf obstacles (e.g., posts, street light posts, brick walls, trees, etc.) and along all uncut turf areas with each mowing.
- f. Turf areas on berms along roadways will be mowed using trim mowers to avoid scalping.
- g. Excessive amounts of turf clippings that may be harmful to the turf and which result during heavy growing periods will be bagged and removed from premises for all established turf areas.
- h. Turf mowing discharge will be away from buildings, trees, and foundation planting bed areas to the extent reasonably possible.

2. Grounds Care:

- a. Weeding: all common care planting beds will be weeded thoroughly three times during the summer growing season as necessary.
- b. Edging: all common care planting beds and trees/shrubs, as well as the sidewalks along English Station Road and the concrete draining gutter along Margate Drive, will be edged via mechanical or manual methods two times during the summer growing season.
- c. Pruning: all common care plantings will be pruned as needed two times during the summer growing season.
- d. Spring Clean up: at the beginning of the growing season all established turf areas will be raked as needed, and all debris will be removed from the lawns and common care planting beds throughout the sub-division.

In all mowing and grounds care work, disposal of turf clippings and tree/shrub clippings, as well as all other debris, will be in accordance with town ordinances.

D. Lawn and Planting Care Services:, (Con't)

3. Fertilizer and Weed/Pest Control:

a. Turf care: materials will be applied according to the following schedule:

- Spring (03/23-05/09): controlled granular feeding and crabgrass control;
- Late Spring (04/27-06/20): weed control;
- Late Summer (07/27-09/09): controlled granular feeding and grub control;
- Fall (08/31-10/31): balanced liquid feeding and weed control.

b. Tree/shrub care: materials will be applied according to the following schedule:

- Spring (March - Mid April): site inspection, and dormant oil;
- Early Summer (May - Mid June): site inspection, insect control;
- Summer (July - Mid-August): site inspection, and insect control;
- Fall (November - Mid-December): site inspection, and deep root feeding.

E. Driveway Maintenance Services:

All paved driveways, circles, and aprons are re-sealed as needed, in the opinion of the Board (estimated to be approximately every three years). Driveways, circles, and aprons receive major maintenance/replacement as needed, in the opinion of the Board (estimated to be approximately every twelve years).

F. Contractor Requirements: All contractors hired to provide Association Services must meet the following requirements:

Insurance: contractor must provide a certificate of insurance prior to commencement of services, evidencing workers' compensation coverage and liability coverage of not less than \$1,000,000.

Guarantee: the Association reserves the right to cancel the agreement with the contractor within three days of inception.

Termination: the agreement may be terminated by mutual consent of both parties (in writing) as of the end of any calendar month, or may be unilaterally terminated by either party, without cause or explanation, on sixty days written notice to the other party.

F. Contractor Requirements: (Con't)

Damages: the contractor hereby agrees to repair any and all damages occasioned by the contractor, his agents or employees, before the end of the contract period. The Property Management company will withhold final payment on the contract until the contractor has completed all repairs.

Indemnification: the contractor hereby agrees to save and indemnify and keep harmless, the Association, against all liability, claims and judgements or demands arising from accidents to persons or property occasioned by the contractor, his agents or employees, and against all claims or demands for damages arising from accidents to the contractor, his agents or employees, whether occasioned by said contractor, his agents or employees, or by the Association, or its agents or employees, or by any other person or persons, and said contractor will defend any and all suits that may be brought against the Association on account of any such accidents, and will make good to, and reimburse, the Association for any such expenditures that said Association may make by reason of such accidents.

ASSOCIATION SERVICES

II. ASSESSMENTS FOR SERVICES

As indicated in the Declaration, Article V, assessments are levied by the Association to cover the cost of services provided by the Association. The materials that follow provide further details on the specifics of the assessment process that is used. The assessments, as well as the assessment process, are reviewed annually by the Board.

An annual budget for the Association is prepared by the Property Management company, in cooperation with the Budget Committee of the Board, for review and approval by the Board. Those portions of the budget which cover the services of subcontractors are determined through the competitive bidding process. Reserve accounts are established for driveway maintenance (see Section 1 E above), based on the total square footage of pavement involved and the estimated time cycles for regular resealing and major maintenance/replacement. The final budget becomes the basis for setting monthly assessments for the year for each homeowner.

Monthly assessment payments must be made regularly to enable the proper operation of the Association. Monthly assessments are due the first day of each calendar month. A late payment charge of \$10 is assessed if the monthly assessment payment is postmarked later than the 10th of the month for which the payment is due; the \$10 penalty must be included with the monthly assessment payment. In addition, interest is charged on any delinquent assessments which are not paid within thirty days after the due date.

The Board will recommend a special assessment for homeowners, over and above the regular monthly assessment, in the event that unanticipated expenses not covered by the annual budget are encountered by the Association. Special assessments must be voted on by the Association members, with approval by a $\frac{2}{3}$ majority required for implementation.

The approved summary annual budget for the Association for the current fiscal year is outlined on the following page.

ASSOCIATION SERVICES

SUMMARY ANNUAL BUDGET - 2006

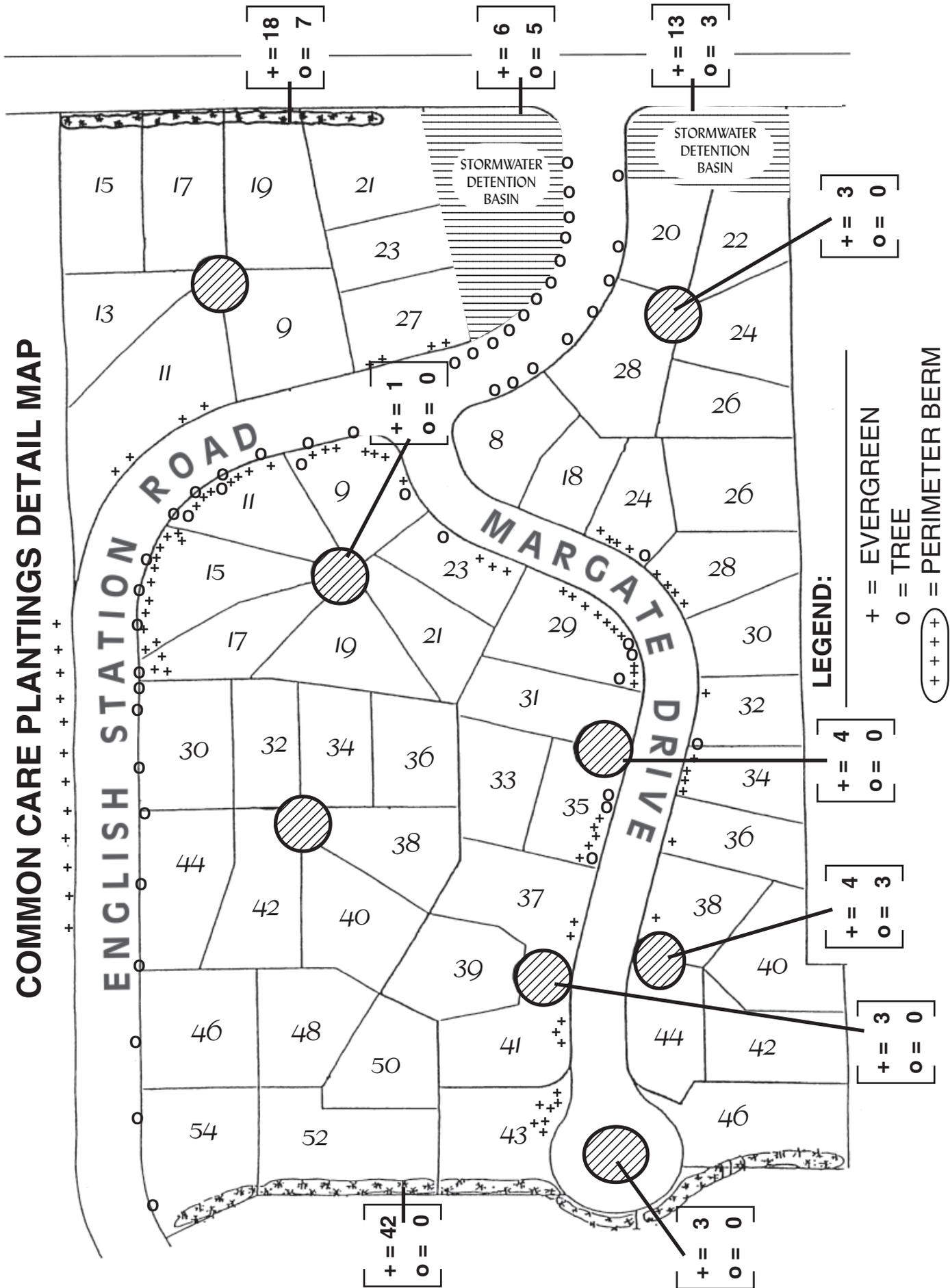
ITEM	BUDGET
<u>Income:</u>	
Homeowner Assessments	\$ 60,480
Late Charges	0
Interest Income	38
Investment Income	1,851
Other Income	0
 TOTAL INCOME	 \$ 62,368
 <u>Expenses:</u>	
Management Services:	
Property Management Company	\$ 10,231
Other Administrative Expenses	790
Liability & Casualty Insurance	1,358
Legal & Professional Fees	0
Accounting/Audit	950
Real Estate Taxes	372
Electric (Front Gate Lights)	360
Snow Removal	11,120
Refuse Removal	3,515
Landscaping Contract	23,695
Other Landscaping	1,000
Repairs & Maintenance	586
Pavement Repairs	1,500
State Income Taxes	150
Federal Income Taxes	566
 TOTAL OPERATING EXPENSES	 \$ 56,192
Reserve Transfers	6,176
 TOTAL EXPENSES	 \$ 62,368
 NET INCOME	 0

DERIVATION OF MONTHLY HOMEOWNER ASSESSMENT:

\$ 60,480 / 12 MONTHS / 56 HOMES = \$ 90 / MONTH / HOMEOWNER

ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

COMMON CARE PLANTINGS DETAIL MAP



ANNUAL HOMEOWNER SURVEY OF ASSOCIATION SERVICES - 20XX

NAME _____ DATE _____

ADDRESS _____

Each year the Board of Directors of the Association requests opinions from the homeowners regarding Association services performed during the past year. As outlined in the Homeowners' Handbook, there are four basic categories of Association Services provided for all homeowners: Management Services, Snow Removal, Refuse Removal, and Lawn and Common Care Plantings Services. Please give us your opinion on your satisfaction regarding these services during the past year on the survey questionnaire below. **NOTE: YOUR FAILURE TO RESPOND WILL BE INTERPRETED AS AN ACCEPTABLE RATING IN THESE CATEGORIES.**

	Acceptable	Unacceptable
(1) <u>MANAGEMENT SERVICES:</u> Comments _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
(2) <u>SNOW REMOVAL:</u> Comments _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
(3) <u>REFUSE REMOVAL:</u> Comments _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
(4) <u>LAWN & COMMON CARE PLANTINGS:</u> (a) Mowing, Weeding, Pruning Comments _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
(b) Fertilizer & Weed/Pest Control Comments _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

• If you have additional comments, please use the reverse side of this survey form. Please return this survey to a member of the Board of Directors by October 15, 20XX.

ASSOCIATION REGULATIONS

As indicated in the Declaration, Article IV, anyone who purchases a home in the English Station sub division becomes a member of the Homeowners Association. All members of the Homeowners Association must abide by the regulations described in detail in the Declaration and By Laws of the Association. A primary purpose of the regulations is to ensure that the overall appearance and decor of the sub division remain consistent over time. The materials that follow provide further details on how the regulations of the Association are administered. The regulations, as well as the process for administering the regulations, are reviewed annually by the Association Board of Directors (the "Board").

1. MANAGEMENT OF ASSOCIATION SERVICES

As indicated in the Declaration, Article V (and described further in Section 3 - Association Services in the Homeowners' Handbook), regular monthly assessment payments are due the first day of each calendar month. The annual assessment by the Association is a lien on the property, as well as a personal obligation, of each homeowner; in the event that the Association must take legal action to obtain payment of the assessment from a homeowner, any legal costs incurred by the Association are the responsibility of the individual homeowner.

Homeowners may put refuse receptacles outside their garage door after 7:30 PM the evening before pick up, or on the day of pick up. Otherwise, all refuse receptacles must be kept inside the homeowner's home.

Any questions and concerns regarding Association services should be directed to the Property Management company. In no instance should complaints be made directly to service contractors or their employees. The Property Management company will investigate each situation, and will monitor its appropriate resolution; the Property Management company will keep the Board informed on these matters.

2. GENERAL MAINTENANCE RESPONSIBILITIES

As indicated in the By Laws, Schedule A - Rules and Regulations, all exterior maintenance of homes and foundation planting beds is the responsibility of the respective homeowner. Maintenance must be done in a manner consistent with the design, construction, materials, and appearance of the originally purchased home and foundation planting beds, unless specifically approved in writing by the Board.

Note: The homeowner need not apply for a variance approval for replacement of pre-existing conditions (*e.g.*, roof replacement, or external paint or stain, with the same color scheme).

3. RULES AND REGULATIONS

The rules and regulations with which homeowners must abide are described in detail in the By Laws, Schedule A - Rules and Regulations.

Note: The By-Laws require the approval of the Board for various items and changes. In this regard, the Board takes the position that no clothes poles, yard ornaments, statuary, or flagpoles shall be erected in homeowners' yards. Bird baths, bird feeders, and planting bed "critter" decorations must be reviewed and approved by the Architecture/Landscape Committee of the Board. Seasonal decorations should be conducive to the general ambience of the sub-division, and are subject to the approval of the Architecture/Landscape Committee if a homeowner submits a Regulation Enforcement Notice (see Section 5 - Operating Procedures).

4. RESPONSIBILITIES OF THE BOARD

The Board will have to decide on issues relating to regulation enforcement and requested architecture/landscape changes. In doing this, the Board will use the following primary decision criteria:

- Coverage By Declaration and By-Laws:
Is the subject addressed specifically by these documents? If so, the specification in the documents will be the primary criterion used.
- Safety and Security:
Will the safety and/or security of homeowners in the sub-division be compromised in any way?
- Impact on Association Services:
Will the services provided to homeowners by the Association be impacted in any way (*e.g.*, will service contractors be forced to work around some constructed interference, particularly in a cluster home tract where driveway/yard space is limited)?
- Impact on Overall Appearance and Decor: Will the overall appearance and decor of the sub-division be impacted in a negative way? The homeowners purchased their homes in the English Station sub-division with the expectation that the overall appearance and decor would be preserved.
- Impact on Homeowners' Personal Preferences:
Will the personal preferences of the homeowners in the sub-division, as perceived by the Board through conversations and/or surveys, be impacted in a negative way?

5. ORDINANCES

The Association will comply with valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof.

6. OTHER

Occupancy of homes in English Station is limited to single family use.

OPERATING PROCEDURES

In carrying out its responsibilities as defined in the Declaration and By-Laws, the Association Board of Directors (the "Board") has adopted the following operating procedures, which are reviewed annually by the Board.

1. REGULATION ENFORCEMENT PROCEDURE

If a homeowner objects to a condition in the neighborhood that he/she believes is a violation of the Association regulations, the following steps should be taken:

- A. The homeowner describes the condition by completing a Regulation Enforcement Notice form (see following page) and submitting it to the Property Management company. The homeowner submitting the notice will remain anonymous if he/she wishes, by so indicating to the Property Management company. If there is a question on interpretation of the regulations, the Board will be consulted before any further steps are taken.
- B. The Property Management company discusses the issue with the homeowner to whom the issue is directed. The results of the discussion are added to the Regulation Enforcement Notice form. The primary purpose of the discussion is to resolve the issue quickly and informally, while minimizing the potential for lasting hard feelings on either side. Regardless of the results of this step, the Regulation Enforcement Notice form is filed by the Property Management company.
- C. If the issue is not resolved in step B, the Property Management company brings it to the Board for action. Within one week after the homeowner submits the Regulation Enforcement Notice, the Board decides if there is a valid violation, and what actions will be taken for enforcement (*e.g.*, fine, corrective costs imposed, or other action). The Property Management company sends a notice of violation letter to the homeowner, advising that he/she is in violation and has 10 days to begin the requested corrective action. Either the accused homeowner or the Board may request a hearing/discussion.
- D. If the homeowner does not start corrective action within 10 days, and complete the correction within 10 additional days after receiving the notice of violation (or less in the case of an emergency situation such as parking arrangements that are inhibiting snow removal work), the Property Management company will take the issue to the Board for a determination of the next steps to be taken. The Board can elect to have the Property Management company contract for any necessary corrective action work to be done, and bill the homeowner.
- E. If the homeowner does not correct the infraction or pay the fine or cost of correction as directed by the Board, the fines and costs, along with any legal costs encountered by the Association, shall be collected from the homeowner in the same manner as set forth in the Declaration, Article V.

ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

REGULATION ENFORCEMENT NOTICE

DESCRIPTION OF REGULATION VIOLATION

Date Filed _____

Description of Violation _____

Association Regulation Involved _____

FOLLOW-UP ACTIONS

Results of Discussion between Property Management company and Homeowner
Notified of Violation _____

Additional Action Required _____

Date Completed _____

2. ARCHITECTURE/LANDSCAPING CHANGE REQUEST PROCEDURE

If a homeowner desires to submit a request for a variance or change in his/her home architecture or landscaping arrangement, the following steps should be taken:

- A. The homeowner describes the request by completing the Architecture/Landscaping Change Request form (see following page) and submitting it to the Architecture/Landscape Committee of the Board.
- B. The Architecture/Landscape Committee will attach their fact finding assessment and recommendations to the Change Request form, and submit it to the Board within 5 business days or less, with an information copy to the Property Management company.
- C. The Board will make a decision, and forward the documents with appropriate response and signatures to the Property Management company. The Property Management company will keep the original Change Request form for the official file, send a copy to the requester, and notify the Architecture/Landscape Committee of the Board's decision. The Board will approve or disapprove any request within 30 days after the Change Request form has been submitted.
- D. Any approved actions must be implemented within one year, or the approval by the Board will be voided.

Note: If a homeowner has extraordinary circumstances (*e.g.*, needs ramp for handicapped access, or temporary driveway parking needs), he/she should request advance approval from the Board by submitting a request via the Property Management company. This approach can also be used to obtain advanced clarification of an Association regulation which may impact the change to be requested.

The Board cannot grant long term variances to regulations in the Declaration and By-Laws without going through the legal process of amending the Declaration and/or By-Laws.

3. MEETING MINUTES

Minutes will be maintained for all meetings of the Board of Directors and for the Annual Homeowners Meeting. The minutes will document actions that are taken at the meetings. The meeting minutes will be maintained by the Secretary of the Board of Directors, and will be available for review by any homeowner who contacts the Secretary.

The minutes of Board of Director meetings **where resolutions are approved** will be distributed to each homeowner for reference. These minutes should be filed behind this page in the Homeowners Handbook.



ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

MEETING MINUTES

DATE OF MEETING: 03/09/99

TYPE OF MEETING: Board of Directors Meeting

ATTENDEES: Rudy DeCarlo
Florence Mangione
Bob Sutliff

ACTIONS TAKEN:

The following **resolution** was approved:

“Whereas the Board considers it necessary to impose fines for violations of Association rules, and, whereas, the imposing of fines will apply to the following rules:

Declaration of Covenants, Conditions and Restrictions, Article VIII, item D, page 16 - Nuisances (see Homeowners Handbook, Section 1, Exhibit A), and

By-Laws, Schedule A, Rules and Regulations (see Homeowners Handbook, Section 1, Exhibit B),

resolved, that the Board may impose fines for violation of the rules as follows:

For the first offense, a letter will be sent from the Property Management Company asking the homeowner to correct the problem immediately. Should the homeowner refuse to correct the problem within fifteen (15) days from the date of the first letter, a second letter will be sent to the homeowner announcing a fine of twenty dollars (\$20). If the homeowner still refuses to correct the problem, the fine would double each month (with interest). If a violation is not corrected and/or fines are not paid after 60 days, then a lien procedure will commence.

Homeowners are reminded that they are responsible for any violations committed by their visitors”.



ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

MEETING MINUTES

DATE OF MEETING: 06/17/99

TYPE OF MEETING: Board of Directors Meeting

ATTENDEES: Rudy DeCarlo
Florence Mangione
Bob Sutliff

ACTIONS TAKEN:

The following **resolution** was approved:

“Whereas the Declaration of Covenants allows the Board of Directors to pass regulations concerning the use of properties (see Homeowners Handbook, Section 1, Exhibit A, Article VIII(G), page 15), and, whereas the By-Laws permit the Board of Directors to make regulations regarding the use of lots and units (see Homeowners Handbook, Section 1, Exhibit B, Article III F, page 15)..

resolved, that the Board places the following restriction on home occupancy:

Homeowners are prohibited from leasing, sub-letting, renting, or allowing occupancy of units for more than sixty (60) days to non-family members.”



ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

MEETING MINUTES

DATE OF MEETING: 10/04/99

TYPE OF MEETING: Board of Directors Meeting

ATTENDEES: Rudy DeCarlo
Florence Mangione
Bob Sutliff

ACTIONS TAKEN:

The following **resolution** was approved:

“Whereas the Declaration of Covenants, Conditions and Restrictions includes a procedure for amendments (see Homeowners' Handbook, Section 1, Exhibit A, page 19, Article XI, General Provisions, section 1 - Duration and Amendment). and, whereas the By-Laws include a procedure for amendments (see Homeowners' Handbook, Section 1, Exhibit B, page 14, Article VIII - Amendments),

resolved, that the Board considers it necessary to establish an orderly time frame for consideration of and voting on proposed amendments:

- A homeowner(s) wishing to propose a change or addition to the governing documents of the Association (*i.e.*, the Declaration of Covenants, Conditions and Restrictions, and/or the By-Laws for consideration at an Annual Homeowners' Meeting will notify the Board, in writing, of the proposed change or addition at least 30 days in advance of the meeting.
- The Board will review the proposed change or addition, add any relevant comments on behalf of the Board, and distribute copies of the proposed change or addition to all homeowners at least two (2) weeks in advance of the meeting.
- The homeowner(s) who submitted the proposal will present the proposed change or addition, including a financial analysis if the proposal would impact the finances of the Association, at the meeting.

In the event that the homeowner feels his/her proposed change or addition cannot wait until the next regular Annual Meeting of Homeowners for consideration, a special meeting of Homeowners can be called.”



ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

MEETING MINUTES

DATE OF MEETING: 10/26/99

TYPE OF MEETING: Board of Directors Meeting

ATTENDEES: Rudy DeCarlo
Florence Mangione
Bob Sutliff

ACTIONS TAKEN:

The following **resolution** was approved:

“Whereas the Declaration of Covenants, Conditions and Restrictions as well as the By-Laws for the Homeowners' Association make various references regarding boundaries and responsibilities for maintenance and replacement of trees, shrubs, etc. within the sub-division, it is still not clear as to exactly which responsibilities rest with which parties. More specifically, the following questions need to be answered clearly:

- Exactly where is “common property” that is owned by the Homeowners' Association?
- What are the responsibilities of the Town of Greece for maintenance and replacement of trees and shrubs within the sub-division?
- What does the Homeowners' Handbook specify for responsibilities between homeowners and the Homeowners' Association?

It is therefore resolved that the results of a study of these questions be documented and included in the Homeowners' Handbook.”

NOTE: *The results of this study are included as a Preface to Section 1 of this Handbook (cf. pages i and ii at beginning of Section 1).*