

# HARBOR HILL HOMEOWNERS WELCOME----

## WELCOME TO HARBOR HILL!

The members of the Board of Directors look forward to meeting you and being your neighbors. Hopefully, you will enjoy the high quality of life here as much as do we and other residents.

Harbor Hill is a development of 74 individually owned townhouses, located close to Lake Ontario and Durand Eastman Park, in the town of Irondequoit. As you can tell, the architectural theme is that of a Williamsburg community and a prime objective of all residents should be to maintain Harbor Hill accordingly. The developer was John Schantz of Schantz Homes.

This information is intended to help you understand how the development functions, because there are deed restrictions and covenants that regulate activities. Also, the Board of Directors implements rules and regulations as necessary, to ensure everyone quiet enjoyment of their property. Often, people coming from communities of detached, single family homes are not accustomed to restrictions on the use of their property. If you have questions these Guidelines do not answer, you should review your copy of the **Bylaws and Covenants, Conditions and Restrictions**.

**The Bylaws, Covenants and Restrictions and these Guidelines are very important when you sell your home.** In addition to being a prerequisite for transferring the title of your property, Realtors need to know how this community functions to properly disclose information and adequately represent the property. **Please give a copy of these guidelines to your Realtor.**

**Please keep this document in a handy place.** You will want to keep it updated with any changes/additions the Board of Directors may issue, along with copies of the minutes of the Association's General Meetings.

## **WHO OWNS WHAT**

**There is no “common ground” in the development.** Each resident owns the parcel of land deeded to their respective unit. The sum of these parcels make up the entire community.

## **IS ANYONE IN CHARGE?**

Like most townhouse developments, **Harbor Hill has a Home Owners Association (HOA)** to ensure that the project is maintained in good condition, that the architectural theme of the buildings and grounds is preserved, and that the activities within the development abide by the deed restrictions and covenants.

The HOA is comprised of a Board of five directors who are residents elected by the residents. The Board is not salaried. The Board is empowered by the bylaws to enforce the deed restrictions and covenants and make changes as the needs of the development dictate. The Board usually meets once a month to discuss and act on issues.

## **HOW DO I VOICE MY OPINIONS OR CONCERNS?**

**Annual Spring and Fall meetings** are held so that all residents can convene to vote on issues the Board brings to the group. Also, residents may voice concerns to be addressed at these general meetings or to be taken under consideration by the Board. These meetings are normally held in the St. Paul Fireman’s Exempt Club which adjoins Harbor Hill. Between these meetings, residents may speak to any Board member at anytime to seek approval for something or to voice their concerns.

## **IS THERE AN ASSOCIATION FEE?**

YES, an association fee is paid by all residents. The Board uses this money to provide grounds maintenance and scheduled trash collection. Building and driveway maintenance, water, snow removal, and necessary insurance requirements, are the responsibility of each resident for their own dwelling. Since there are no common areas or facilities, the HOA has no responsibility in this regard.

The Home Owners Association Treasurer bills all residents twice a year, once in January and again in July. Dues are to be paid promptly. The bylaws provide for penalties if the dues are not paid as required.

## **MORE ABOUT GROUNDS MAINTENANCE**

The grounds maintenance provided by the Association, **covers only lawns and care of the trees and shrubs that were installed by the developer.** Many residents have installed additional landscaping, with the Boards prior approval. These “owner installed” plantings are to be forever maintained by the owner of the property. So, if you purchase a previously owned home here, you need to be sure that you know which plantings the Association will care for and which are your responsibility. It is equally important, if you are selling your unit, that the Realtor and the buyer know that this responsibility goes with the unit.

## **IT IS IMPORTANT, YOU UNDERSTAND THAT GROUNDS MAINTENANCE AND TRASH COLLECTION ARE THE ONLY ITEMS COVERED BY YOUR ASSOCIATION FEES**

### **ABOUT PARKING**

In the interest of personal safety, snow removal, access to development by emergency vehicles, and general appearance of the development, residents are requested to **park their vehicles in their garages and/or driveways**. Vehicles belonging to residents should be parked in the streets on an exception basis only and then only for short periods. Please abide by this guideline.

The streets are dedicated to the town, so the Association has no control over their use. It has been suggested that the town be requested to put up “no parking” signs on our streets. That would cause undue hardship when residents have guests. However, the alternative remains viable if parking in the streets becomes a serious problem. Alternative parking areas have been considered, but, there is no common space for this purpose and considerable expense would be involved.

### **ABOUT PETS**

Pets are welcome in Harbor Hill. Of course, **pet conduct is the responsibility of the property owner**. Homes are very close together in this development, so pet owners should be especially considerate of their neighbors. Owners are expected to ensure their pets do not cause a nuisance to other residents (noise or otherwise) and that any “droppings” made by the pets are cleaned up. Also, a leash ordinance is in effect for the town of Irondequoit. Remember your pet is your pleasure and that special relationship may not necessarily be shared by other residents.

As a resident you are entitled to walk across any of the property in the development, and your leashed pet may join you. However, keep in mind that all the property is privately owned and deserves the respect of all residents and their pets. Sometimes pets forget to remind their owners to clean up after them. Surely you would expect the same consideration from your neighbors.

Some residents leave their pets in the garage. However, there is a community guideline that the **“garage door should not be left open”**. This leaves the impression that they are in need of repair and detracts from the appearance of the development. If you plan to house your pet in the garage, you should also plan on having a pet access door installed. This can only be done with Board approval.

## **ABOUT EXTERIOR ALTERATIONS**

If you want to perform any alterations to the exterior of your unit or add new plantings or new gardens on your property, **prior approval of the Board is required.** This ensures the continuing consistency of the architectural theme in the development. Surely you can see the importance of this guideline. There are previously approval alterations, such as types of storm doors, paint colors, deck alterations and colors, etc.

**Before any work is done to modify the exterior of your unit, consult the Board for their approval. Your plans must be submitted in writing to the Board. If work is completed without Board approval, it may have to be removed and that can become very expensive. If there is any doubt, please consult a Board member.**

## **ABOUT REPAIRS AND MAINTENANCE**

Keeping the homes and grounds in good condition and ensuring continuing conformance to the architectural theme of the development is the best way to ensure property values are protected. Besides we all want our community to look good. That is good for you and all the other residents. **Residents are responsible for any repairs or maintenance required on their units.** The Board regularly inspects the development for needed exterior repairs and calls these situations to the owner's attention. Generally, owners are quick to complete the needed repairs. If for some reason, the owner does not comply with the Boards notice, the Board is empowered to have the work done and the amount will be added to the owners Association Dues, or issue a fine for the non-compliance.

## **ABOUT SIGNS**

**No signs are permitted**—except for a “For Sale” if you house is listed to sell. A for sale sign is to be placed on the inside of the front window. “Open House” signs are only permitted at the entrance of the development and in front of your unit when the house is open for inspection and your Realtor is on the premises.

## **ABOUT TRASH COLLECTION**

Residents are to place their trash container and recycling box at the curb on the evening prior to the collection day. **These containers are to be stored in the garage at all other times.** If you are going to be away and can not comply with this guideline, a neighbor would be glad to assist you as long as you can give them access to your garage.

**OWNERS CONDUCT AND RESPONSIBILITY:**

Every owner is responsible to ensure that their personal conduct, as well as the conduct of pets, other family members and guests does not interfere with the quiet enjoyment of other residents. In keeping with the Irondequoit Noise Ordinance, loud noises from musical instruments, audio devices, barking dogs, parties, arguments, etc, are not permitted especially between the hours of 10:00PM and 9:00AM. Upon receiving notice from any resident about specific disturbing conduct originating from or associated with another resident's property, the Board will review the facts of each case and decide on the appropriate course of action.

Any complaint to the Board from a home owner will be reviewed and a decision will be made on how to address the infraction covered in the Bylaws, Covenants and Restrictions and published guidelines.

Based on the severity of the infraction, the Board may decide to issue a written notice or issue a written notice along with a penalty. Such penalties will become due and payable in thirty (30) days. If not paid as outlined, the penalty, along with accrued interest, will become a special assessment on the offending owner's property and will be treated accordingly.

**AGAIN, WELCOME TO HARBOR HILL---**Your active participation in maintaining our fine community is greatly appreciated. Hopefully, you will find these guidelines helpful as you settle in here at Harbor Hill.

**Harbor Hill Homeowners Association  
Board of Directors**

Revised 12/1/2009



# **HARBOR HILL HOMEOWNER'S ASSOCIATION**

March, 2010

Dear Homeowner:

Enclosed you will find an update of the Association By-laws and Covenants. These do not replace the original documents. They are intended to help you further understand the Association Rules and Guidelines.

Please place this update in your Harbor Hill Handbook so as to have easy access when questions arise concerning some of the rules and regulations or the guidelines for Landscape Maintenance.

The Board has listed the rules and regulations that generate the most questions, concerns, and/or violations from Homeowners. For a more detailed version of the rules and regulations, please consult the By-Laws and Covenants.

If you are a Homeowner who is presently leasing their unit, please be sure to provide your tenant with a copy of the enclosed, as well as the original By-Laws and Covenants.

Thank You.

The Board of Directors  
Harbor Hill Homeowners Association.





# Harbor Hill Homeowners Association

## Association Rules

In keeping with the Association By-laws, Article III, 3.11, A, the Board of Directors is charged with the responsibility of formulating, distributing and enforcing a set of rules that would ensure the high quality of life expected at Harbor Hill. All residents are expected to follow the rules below. The Board of Directors will utilize appropriate enforcement procedures to ensure compliance.

**Please note** that the Board of Directors at its meeting held on January 21, 2010 has increased the fee for returned checks and monthly late fee and has re-adopted the fee for copies of the Harbor Hill Homeowners Association Guidelines, By-Laws and Covenants, and it has put into effect a schedule of fees for failure to comply with the rules and regulations which are set forth on page “3” attached hereto.

These rules do not replace the Deed Covenants for Harbor Hill, but are intended to supplement them. Residents are obligated to comply with the Covenants as well.

Listed below are some of the rules that generate the most questions/concerns from homeowners:

1. Vehicles are to be maintained so as not to leak oil, grease or other system fluids on driveways or streets within the development.
2. No recreational vehicles (boats, motor homes, camping trailers, etc.) are allowed to be parked or stored in the development.
3. Real Property “for sale” or “for rent” signs may be displayed only in the front windows of units for sale or for rent. Such signs are not permitted on the lawns or exteriors of buildings, except “open house” signs may be placed on lawns or at the development entrance during periods that units are held “open for inspection” with the agent on premises. **No other signs** such as advertising personal property, garage sales, estate sales, or promoting candidates (political signs), other services or events are permitted in the development at any time.
4. Residents and guests are to ensure their pets are not a nuisance and are kept in compliance with town ordinances at all times, Pet owners will clean up after their pets and exercise pets in areas so as not to cause damage to lawns and shrubs in the development. The Town of Irondequoit Leash Ordinance is in effect.
5. Entryways, sundecks and yards are to be kept free of unsightly objects. Lawn ornaments are not permitted where they interfere with grounds maintenance.
6. Residents and their guests are expected to respect the rights of quiet enjoyment of others in the development with regard to loud noise, loud music or other conduct considered annoying to neighbors.

7. Trash cans are to be stored out of sight except on trash collection days and must be returned to your garage ASAP after trash has been collected. When a public holiday falls during the week, your trash will be picked up on the next business day.
8. Garage doors are not to be left fully or partially open for extended periods of time.
9. Fireplace wood is to be stored so as not to be unsightly to other residents.
10. Areas under sundecks are to be kept clear of unsightly objects and not used for storage of off-season items.
11. Pre-approval of the Board of Directors is required for any exterior modifications to units.
12. Snowplowing/snow removal is the responsibility of each homeowner.
13. If possible, it is requested that homeowners' vehicles are parked in your driveway or garage. In accordance with the provisions of Town Ordinance Section 222-19, no person shall park a vehicle on any of the following described streets or parts thereof:

Name of Street	Side	Hours/Day	Location
All streets	All	12 midnight to 9:00 a.m./ Nov. 1 to April 15	Entire Length

14. When leasing your property, it is suggested that you give a copy of or review the with the prospective Tenant prior to leasing the premises, all of the By-laws, Covenants and Guidelines so that the Tenant is aware of same. Remember, **Owners are responsible for the actions of their Tenants.**
15. All grievances are to be addressed, in writing, to the Board of Directors. The Board will investigate with the homeowners and advise of its findings.

## HARBOR HILL HOMEOWNERS GUIDELINES FOR LANDSCAPE MAINTENANCE

1. The Harbor Hill Homeowners Association is responsible for installed plantings in front of homes. They will be pruned as needed.
2. The Association will mulch fronts of all properties, but will not take care of plantings done by the homeowner. The Association will mulch sides of end units.
3. Any gardens of homeowners or former homeowners are the responsibility of present owner, this includes under decks.
4. Homeowners should make sure that plantings around air conditioners are trimmed away so as not to interfere with air flow.
5. Decks should be properly maintained by sealing or staining natural tones or gray.

**Harbor Hill Homeowners Association**  
**Pursuant to Article III, Section 3.11 A, the Board has established the following**  
**Schedule of Fees to be Assessed:**

**FOR FAILURE TO COMPLY WITH RULES AND REGULATIONS**

First Notice:	Warning Letter
Second Notice:	Fee not to exceed \$100.00, payable within 15 days.
Third Notice:	Fee not to exceed \$250.00, payable within 10 days.
Fourth Notice:	Fee not to exceed \$500.00, payable within 5 days.

**FOR RETURNED CHECKS**

\$50.00

**MONTHLY LATE FEE**

\$35.00

**HARBOR HILL HOMEOWNERS ASSOCIATION GUIDELINES,  
BY-LAWS AND COVENANTS**

\$25.00

**Please Note: All Homeowners Association fees, fees assessed because of failure to comply with rules and regulations, returned checks and/or monthly late fees are liens on the subject property and shall remain as such until paid in full, pursuant to Article I, Section 2.02 of By-Laws, as revised April 24, 1990.**

Reminder: When selling your home, please provide Buyer with copy of the Guidelines, By-Laws and Covenants, so that they may review same prior to closing of the transaction in order to negate potential problems that may arise from the new owner not having the Guidelines, By-Laws and Covenants prior to closing.

Remember, these rules do not replace the Deed Covenants for Harbor Hill, but are intended to supplement them. Residents are obligated to comply with the Covenants as well.

Prepared and issued by:  
Board of Directors with assistance of William J. MacDonald, Esq.  
1/2010

**PLEASE PLACE THESE RULES AND GUIDELINES IN YOUR HOMEOWNER'S NOTEBOOK**



BYLAWS

HARBOR HILL SUBDIVISION ASSOCIATION, INC.  
(Revised April 24, 1990)

ARTICLE I. PURPOSE AND OFFICE

1.01. Purpose Harbor Hill Subdivision Association, Inc., the "Association", has been formed for the purpose of organizing and operating a civic organization exclusively for the promotion of the common good and social welfare of the members of the corporation for the benefit of such members, their tenants, guests and invitees.

1.02. Office The principle office of the Association shall be located on the Properties in the Town of Irondequoit, County of Monroe, State of New York.

ARTICLE II. MEMBERS AND MEETING

2.01. Membership Each person, firm or corporation who is the record owner of any Townhouse, which is subject to the Declaration of covenants, Conditions and Restrictions, shall be a member of the Association and subject to its Bylaws, and the Rules and Regulations.

2.02. Assessments As more fully provided for in the Declaration, each member shall be obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon his Lot. Any assessment which is not paid within thirty (30) days after its due date, shall bear interest from the date of delinquency at the highest interest rate permitted by law and the Association may bring an action against

the member to pay the assessment, or foreclose any lien against his residential Lot, and will be entitled to collect interest, costs and reasonable attorneys' fees of any such action. No member shall waive or otherwise relieve himself from liability for any assessment by non-use of his Townhome property.

2.03.     Annual Meetings   The annual meeting of the members of the Association shall be held at the principal office of the Association on the last Tuesday in April of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding weekday not a legal holiday, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

2.04.     Notice of Annual Meetings   Notice of the time, place, and purpose of the annual meeting shall be served, either personally or by mail, not less than ten (10) or more than forty (40) days before the meeting upon each person who appears upon the books of the Association as a member and, if mailed, such notice shall be directed to the member at his address as it appears on the books of the Association, unless he shall have filed with the Secretary of the Association a written request that notices intended for him be mailed to some other address, in which case it shall be mailed to the address designated in such request.

2.05.     Special Meetings   Special meetings of the members, other than those regulated by statute, may be called at any time by the President or by two directors, and must be called by the

President on receipt of the written request of one-third of the members of the Association.

2.06.      Notice of Special Meetings Notice of a special meeting stating the time, place and purpose thereof shall be served personally or by mail upon each person who appears on the books of the Association as a member not less than five (5) nor more than forty (40) days before such meeting and, if mailed, such notice shall be directed to each member at his address as it appears on the books or records of the Association, unless he shall have filed with the Secretary of the Association a written request that notices intended for him shall be mailed to the address designated in such request.

2.07.      Quorum At any meeting of members of the Association, the presence, in person or by proxy, of members holding one-third of the votes of all members shall be necessary to constitute a quorum for all purposes except as otherwise provided by the Declaration, Bylaws or law. The vote of the majority of the votes cast by the members present at any meeting at which there is a quorum shall be the act of the full membership' except as may be otherwise specifically provided by statute, the Declaration or by these Bylaws.

2.08.      Voting At every meeting of members, each member shall be entitled to vote in person, or by proxy duly appointed by instrument in writing which is subscribed by such member and bears a date not more than eleven months prior to such meeting, unless such instrument provides for a longer period. The vote for directors and, upon the demand of any member, the vote upon

any question before the meeting, shall be by secret ballot. All elections shall be had and all questions decided by the majority of the votes cast by the members present in person or by proxy.

2.09.      Waiver of Notice Whenever under the provisions of any laws or under the provisions of the Certificate of Incorporation or Bylaws of this Association, the Association or the Board of Directors or any committee thereof is authorized to take any action after notice to the members of the Association or after the lapse of a prescribed period of time, such action may be taken without notice and without the lapse of any period of time, if at any time before or after such action is completed, such requirements be waived in writing by the person or persons entitled to such notice or entitled to participate in the action to be taken or by his attorney thereunder authorized.

2.10.      Inspectors of Election If required by any member, the President shall at the Annual Meeting appoint two members to serve as inspectors of election.

2.11.      Removal of Directors or Officers Any director or officer may be removed from office by the majority of the votes cast by the members present, either in person or by proxy, at any regular or special meeting called for that purpose, for conduct detrimental to the interests of the Association, for lack of sympathy with its objectives, or for refusal to render reasonable assistance in carrying out its purpose. Any such officer or director proposed to be removed shall be entitled to at least five (5) days notice in writing by mail of the meeting at which



such removal is to be voted upon and shall be entitled to appear before and be heard at such meeting.

2.12.      Compensation and Expenses    Members shall not receive any salary nor payment for their services as Director, officer or member of any committee. The Board of Directors shall have power in its discretion to contract for and to pay to members rendering unusual or special services to the Association special compensation appropriate to the value of such services.

### ARTICLE III. DIRECTORS

3.01.      Election    The business and property of the Association shall be managed and controlled by a Board of Directors. At the Annual Meeting at which this amended Article III 3.01 is adopted, five (5) directors shall be elected, two for terms of one (1) year and three for terms of two (2) years. Annually thereafter, as the aforementioned terms expire, successors shall be elected to hold office for two years or until the election of their respective successors, except as hereinafter otherwise provided for filling vacancies. Directors shall be members of the Association and shall be chosen by a majority of the votes cast at such meeting either in person or by written proxy.

3.02.      Resignation    Any director may resign at any time by giving written notice of such resignation to the Board of Directors.

3.03.      Vacancies    Any vacancy in the Board of Directors occurring during the year, may be filled for the unexpired

portion of the term by affirmative vote of a majority of directors then serving. Any director so elected by the Board of Directors shall hold office until the next succeeding annual meeting of the members of the Association or until the election of his successor.

3.04.      Organizational Meeting Immediately after each annual election the newly elected directors shall meet for the purpose of organization, the election of officers and the transaction of other business, and if a quorum of the directors be then present, no prior notice of such meeting shall be required to be given.

3.05.      Special Meetings Special meetings of the Board of Directors may be called by the President and must be called by the President on the written request of any member of the Board.

3.06.      Notice of Meetings Notice of all directors' meetings, except as herein otherwise provided, shall be given by mailing the same at least three (3) days before the meeting to the usual business or residence address of the director, but such notice may be waived by any director. Regular meetings of the Board of Directors may be held without notice at such time and place as shall be determined by the Board. Any business may be transacted at any properly noticed directors' meeting, at any regular meeting or at any other meeting at which every director shall be present, even though without notice or waiver thereof.

3.07.      Chairman At all meetings of the Board of Directors, the President, or in his absence, the Vice President, shall preside.

3.08.     Quorum   At all meetings of the Board of Directors, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by these Bylaws.

3.09.     Contracts and Services   The directors and officers of the Association may not be interested directly or indirectly in any contract relating to or incidental to the operations conducted by the Association.

3.10.     Compensation   Directors shall not receive any salary nor payment for their services. The Board of Directors shall have the power in its discretion to contract for and to pay, to directors rendering unusual or exceptional services to the Association, special compensation appropriate to the value of such services.

3.11.     Powers   All the Association powers, except as are otherwise provided for in these Bylaws and in the laws of the State of New York, shall be and are hereby vested in and shall be exercised by the Board of Directors. Such powers shall include, but shall not be limited to, the following:

- A.   To adopt and publish Rules and Regulations governing conduct which effects the general character of the properties and the personal conduct of the members and their guests and to establish penalties for infractions thereof.

- B. To suspend a member of his voting rights during any period in which he shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of the published rules and regulations.
- C. To authorize the officers to enter into management agreements with third parties in order to facilitate the efficient operation of the facilities of the Association. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the facilities, and all improvements included therein, designated as Common Areas, and the receipt and disbursement of such funds as may be authorized by the Board of Directors. The term of these management agreements shall be determined by the Board to be in the best interests of the Association.
- D. To ensure compliance with the Rules, Regulations and other obligations of members as set forth in these Bylaws, the Declarations and any Rules and Regulations promulgated pursuant to Section 3.11.A hereof.

3.12. Duties

A. The Board of Directors, pursuant to Section 519 of the Not-for-Profit Corporation Law, shall present at the annual meeting of members, and file with the records of the

Corporation, a report verified by the Treasurer showing in appropriate detail the following:

1. The assets and liabilities of the Association as of the end of the fiscal year ending not more than six months prior to the Annual Meeting.

2. The principal changes in assets and liabilities during the fiscal year immediately preceding the date of the report.

3. The revenue or receipts of the Association, for both general and restricted purposes, for the fiscal year immediately preceding the date of the report.

4. The expense or disbursement of the Association, for both general and restricted purposes, during the fiscal year immediately preceding the date of the report.

5. The number of members of the Association as of the date of the report, together with a statement of increase or decrease in such number during the fiscal year immediately preceding the date of the report, and a statement of the place where the names and places of residence of the current members may be found.

B. It shall also be the duty of the Board of Directors to:

1. As more fully provided in the Declaration:

- a. Fix the amount of the annual assessment against each residential Lot at least thirty (30) days in advance of each annual assessment;

b. Send written notice of each assessment to every member at least thirty (30) days in advance of each assessment period; and

c. Foreclose any lien against any residential Lot for which an assessment is not paid within thirty days after due date or to bring an action against the member personally obligated to pay the assessment. In such action the Association shall be entitled to recover reasonable costs and attorneys' fees.

2. Issue or cause to be issued upon demand of any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

3. To cause the trees, shrubs and grasses of the yards of all Townhomes to be maintained, excluding nevertheless all landscape plantings made by the Owner or resident, which plantings are to be maintained by the Owner.

C. It shall also be the duty of the Board of Directors to take such steps as shall be necessary to ensure compliance by the members with Article IV of these Bylaws including, but not limited to:

a. Causing remedial exterior maintenance work to be accomplished with regard to any Townhome and assessing the cost thereof to the Owner, which assessment shall be enforced in accordance with Section 2.02 of these Bylaws.

b. Taking appropriate legal action in accordance with Section 3.12.B.1.c. hereof.

D. With regard to Paragraph C above, the Board may on its own action or upon the request of any member advise the Owner of any Townhome in writing of any violation of Article IV hereof stating specifically the nature of the remedial work required. In the event such remedial work is not completed within thirty (30) days next following such notice, the board shall proceed in accordance with Paragraph c.a. and b. above.

E. In the event any Townhome Owner controverts any notice of violation, he or she may so advise the Board in writing. Upon such advice the Board shall appoint two Townhome Owners (not members of the Board) who shall within two (2) weeks meet with two Townhome Owners selected by the aggrieved Townhome Owner which four Townhome Owners shall determine if the notice of violation has been properly issued. If said four Townhome Owners are unable to agree, the violation shall be considered properly issued.

#### ARTICLE IV. OWNER RESPONSIBILITY

4.01. It shall be the responsibility of each Townhome Owner (member) to ensure that the exterior portions of their Townhomes are properly maintained in conformity with the original plans and specifications so as to ensure proper maintenance of the exterior appearance of all Townhomes within the properties for the protection of the financial and aesthetic interests of all the membership.

## ARTICLE V. OFFICERS

5.01.     Number   The officers of the Association shall be the President, Vice President, Secretary, Treasurer and such other officers with such powers and duties not inconsistent with these Bylaws as may be appointed and determined by the Board of Directors. Any two officers, except those of President and Secretary, may be held by the same person.

5.02.     Election, Term of Office and Qualifications   The officers shall be elected annually by the Board of Directors from among their number at the first meeting of the Board of Directors after the annual meeting of the members of the Association.

5.03.     Vacancies   In case any office of the Association becomes vacant by death, resignation, retirement, disqualification, or any other cause, the majority of the directors then in office may elect an officer to fill such vacancy. The officer so elected shall hold office and serve until the first meeting of the Board of Directors after the annual meeting of members next succeeding and until the election of his successor.

5.04.     President   The President shall preside at all meeting of members and of the Board of Directors. He shall have and exercise general charge and supervision of the affairs of the Association and shall do and perform such other duties as may be assigned by him by the Board of Directors. In the absence of the President, the Vice President shall exercise the foregoing duties.



5.05.     Secretary   The Secretary shall have charge of such books, documents, and papers as the Board of Directors may determine and shall have the custody of the corporate seal. He shall attend and keep the minutes of all the meetings of the Board of Directors and members of the Association. He shall keep a record containing the names, alphabetically arranged, of all persons who are members of the Association, showing their place or residence, and such book shall be open for inspection as prescribed by law. He may sign with the President, in the name and on behalf of the Association, any contracts or agreements authorized by the Board of Directors, he may affix the seal of the Association. He shall, in general, perform all the duties incident to the office of the Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may be assigned to him by the Board of Directors.

5.06.     Treasurer   The Treasurer shall have the custody of all funds and property of the Association, subject to such regulations as may be imposed by the Board of Directors. When necessary or proper, he may endorse on behalf of the Association, for collection, checks, notes and other obligations, and he shall deposit the same to the credit of the Association at such bank or banks or depository as the Board of Directors may designate. He shall sign all receipts and vouchers and, together with such officer or officers, if any, as shall be designated by the Board of Directors, he shall sign all checks and drafts issued by the Association, except in cases where the signing and execution thereof shall be expressly designated by the Board of Directors

-- 5.06.1. In the event the funds of the Association on December 31 of any year shall exceed one-third ( $1/3$ ) of the projected expenses for the following year, the amount in excess of said one-third ( $1/3$ ) of said projected expenses shall be refunded equally to each townhome unit by way of a credit against the assessment on each unit on the regular billing for July of said year. --

or by these Bylaws to some other officer or agent of the Association. He shall make such payments as may be necessary or proper to be made on behalf of the Association. he shall enter regularly, on the books of the Association to be kept by him for the purpose, full and accurate account of all funds and obligations received and paid or incurred by him for or on account of the Association, and shall exhibit such books at all reasonable times to any director or member on application at the offices of the Association. He shall, in general, perform all the duties incident to the office of the Treasurer, subject to the control of the Board of Directors. He shall report annually a statement of income and expenditures to be presented to the membership at its regular and annual meeting as required by Section 3.12.a. 1-5 hereof.

5.07.     Salaries The officers shall not receive any salary for their services. The Board of Directors shall have the power in its discretion to contract for and to pay, to officers rendering unusual or exceptional services to the Association, special compensation appropriate to the value of such services.

5.08.     Removal Any officer may be removed from office by the majority vote of all the directors, at any regular or special meeting called for that purpose, for nonfeasance, malfeasance, of misfeasance, for conduct detrimental to the interest of the Association, for lack of sympathy with its objectives, or for refusal to render reasonable assistance in carrying out its purpose. Any officer proposed to be removed shall be entitled to at least five (5) days notice, in writing, by mail, of the

meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

#### ARTICLE VI. ADVISORY COMMITTEE

6.01. The Board of Directors may appoint from their number, or from among such persons as the Board may see fit, one or more advisory committees, and at any time may appoint additional members thereto. The members of any such committee shall serve during the pleasure of the Board of Directors. Such advisory committees shall advise with and aid the officers of the Association in all matters designated by the Board of Directors. Each such committee may, subject to the approval of the Board of Directors, prescribe rules and regulations for the call and conduct of meetings of the committee and other matters relating to its procedure.

6.02. The members of any advisory committee shall not receive any salary for their services. The Board of Directors shall have the power in its discretion to contract for and to pay to any member of an advisory committee, rendering unusual or exceptional services to the Association, special compensation appropriate to the value of such services.

#### ARTICLE VII. FISCAL YEAR

7.01. The fiscal year of the Association shall commence on January 1 of each year and end on December 31,

ARTICLE VIII. PROHIBITION AGAINST SHARING  
IN CORPORATE EARNINGS

8.01. No member, director, officer, or employee of, or person connected with the Association, or other private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Association; provided, however, that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Association in effecting any of its purpose, or the distribution of cash or property to any such person as shall be entitled to share in the distribution of any of the Association assets upon the dissolution of the Association.

ARTICLE IX. EXEMPT ACTIVITIES

9.01. Notwithstanding any other provision of these Bylaws, no member, director, officer, employee or representative of this Association shall take any action or carry on any activity by or on behalf of the Association not permitted to be taken or carried on by an organization exempt under Section 501(c)(4) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

ARTICLE X. INDEMNIFICATION

10.01. To the extent permitted by law, the Association shall indemnify and defend any person made a party to any proceeding, by reason of the fact that he is or was a director or officer of the Association, against any loss and expense incurred

by him by reason of such proceeding, including the settlement thereof, except in relation to matters as to which such person is adjudicated to be liable for gross misconduct in the performance of his duties.

#### ARTICLE XI. BOOKS AND RECORDS

11.01. The books, records and papers of the Association shall be at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XII. AMENDMENT

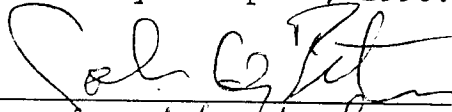
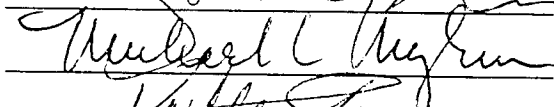
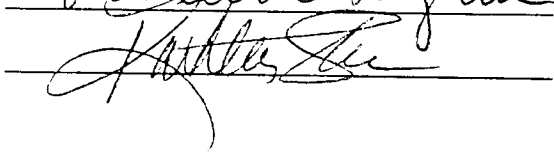
12.01. Subject to the restrictions contained herein, the Bylaws may be altered, amended or repealed at any meeting of members of the Association by any affirmative vote of two-thirds of all votes cast by the members, represented either in person or by proxy, provided that the proposed action is inserted in the notice of meeting.


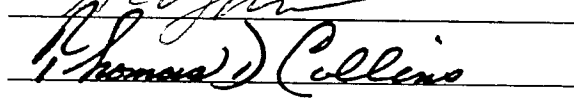

#### ARTICLE XIII. DISSOLUTION

13.01. Subject to the restrictions contained herein, the Association may be dissolved by action of the members at any meeting of members of the Association by an affirmative vote of two-thirds of all votes cast by members, represented either in

person or by proxy, provided that the proposed action is inserted in the notice of such meeting.

IN WITNESS WHEREOF, we, being all of the directors of Harbor Hill Subdivision Association, Inc., have hereunto set our hands this 24th day of April, 1990.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected Secretary of Harbor Hill  
Subdivision Association, Inc., a New York corporation, and,

THAT the foregoing Bylaws constitute the Revised Bylaws of  
said Association, as duly adopted at a meeting of the Association  
held on the 24th day of April, 1990.

IN WITNESS WHEREOF, I have hereto subscribed my name this  
24th day of April, 1990.

  
\_\_\_\_\_  
Secretary



## DECLARATION

NO. PAGES 41

OF COVENANTS, CONDITIONS AND RESTRICTIONS 12/06/84 13:09:5

AT

MONROE COUNTY CLERK

THIS DECLARATION, made this 26<sup>th</sup> day of January,  
1987 by Schantz Homes, Inc., hereinafter referred to as "De-  
clarant".

## WITNESSETH:

WHEREAS, Declarant is the owner of certain property  
in the Town of Irondequoit, County of Monroe, State of New York,  
which is more particularly described as:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town  
of Irondequoit, Monroe County, New York, being in Lot  
No. 1 of Township No. 14 in the 7th Range of Townships,  
and being a part of the farm of Delos W. Cole as con-  
veyed to him by Julia L. Cole by deed dated March 7th,  
1895, recorded May 10, 1895 in Liber 551 of Deeds, page  
384, in Monroe County Clerk's Office, said property  
hereby conveyed being particularly described as follows:

BEGINNING in the center of the Old Ferry Road 3.86  
chains southerly from the north line of said Cole's  
land; thence southeasterly parallel with the north line  
of the lot 12.40 chains; thence south 37° west 12.80  
chains; thence north 82-1/2° west 6.26 chains to the  
center of above mentioned road; thence northerly along  
the center of the highway to the place of beginning.  
Containing 12 acres of land, more or less.

EXCEPTING AND RESERVING therefrom those parts of said  
premises conveyed to the County of Monroe by deed  
recorded January 3, 1952 in Liber 2729 of Deeds, page  
119.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situated in Lot  
1, Township 14, Range 7, in the Town of Irondequoit,  
Monroe County, New York, bounded and described as  
follows:

BEGINNING at a point being the southeasterly corner of  
land conveyed by Eugene Van Voorhis to Willis Kennerson  
by deed dated July 22, 1935 and recorded July 25, 1935  
in Monroe County Clerk's Office in Liber 1712 of Deeds  
at page 98, said point being 200 feet easterly along

the north line of lands conveyed to Julia L. Scram by deed recorded April 30, 1903 in Monroe County Clerk's Office in Liber 656 of Deeds at page 472 from the center line of Thomas Avenue; (1) thence easterly along the north line of said property conveyed to said Julia L. Scram 624.34 feet, more or less, to a point; (2) thence north  $37\frac{1}{2}^{\circ}$  east on the continuation of the east line of the said Julia L. Scram property extended to a point 200 feet south of the center line of Eaton Road; (3) thence north  $68\frac{1}{2}^{\circ}$  west along a line parallel with the center line of Eaton Road and 200 feet southerly therefrom to a point 200 feet easterly of the center line of Thomas Avenue, said point being in the easterly line of lands conveyed by Allis S. Van Voorhis to Gerard N. Steehler and Cornelia S. Steehler, his wife, by deed dated December 8, 1955 and recorded December 8, 1955 in Monroe County Clerk's Office in Liber 3007 of Deeds at page 51; (4) thence southerly along said easterly line of said Gerard N. Steehler and wife to the place of beginning.

It being intended to convey a strip of land approximately 624 feet long and 46 feet wide, being a part of the premises conveyed by Jobie A. Cole to Eugene Van Voorhis by deed dated December 31, 1934 and recorded January 8, 1935 at Monroe County Clerk's Office in Liber 1682 of Deeds at page 123, bounded on the south by lands formerly owned by one Julia L. Scram, bounded on the east by the extension of the east line of said lands of said Julia L. Scram, bounded on the north by lands now or formerly owned by Farish and D'Amico, and bounded on the west by lands now or formerly owned by Gerard N. Steehler and wife.

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

ARTICLE I  
DEFINITIONS

1.01. "Association" shall mean and refer to the Harbor Hill Subdivision Association, Inc., its successors and assigns.

1.02. "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 a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.03. "Properties" shall mean and refer to that certain real property hereinbefore described which shall include the subdivided lots therein to be improved with townhomes and garages for occupancy as single family dwellings.

1.04. "Lot" shall mean and refer to the plot of land shown upon the recorded subdivision or resubdivisions map of the Properties designated for improvement with a townhome and garage.

1.05. "Declarant" shall mean and refer to Schantz Homes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

1.06. "Restrictions" shall mean and refer to the

provisions of this Declaration and any amendments thereto.

1.07. "Townhome" shall mean and refer to the improvement constructed upon any lot, subject to this Declaration, for use as a single or one family occupancy.

1.08. "Single or One Family Occupancy" shall mean and refer to the residential occupancy by no more than two (2) unrelated adults or four (4) adults all related to one another as either brother, sister, step brother, step sister, mother, father, husband, wife, daughter, son, step daughter, step son, together with any number of their children, all of whom are related to each other as brother or sister, step brother or step sister. The foregoing shall include adopted and licensed agency approved or placed foster children.

1.09. "Note Holder" shall mean and refer to the holder of any Note given by the Association, and all trustees or other representatives of one or more such holders.

1.10. "Note" shall mean and refer to any note, bond, debenture or other evidence of indebtedness issued and sold by the Association.

## ARTICLE II

### PROPERTY RIGHTS

2.01. Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment over, across and through every other Owner's lot which shall be appurtenant to and shall pass with the title to every Lot.

## ARTICLE III

## COVENANT FOR ANNUAL OR SPECIAL ASSESSMENTS

3.01. Uniform Equal Rate of Assessment. Annual and special assessments must be fixed at a uniform equal rate for all Lots and may be collected on a monthly basis.

3.02. 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 attorney's 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 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, deed in lieu of foreclosure.

3.03. 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, state or federal agency 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, 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 from liability for any assessments thereafter becoming due

or from the lien thereof.

3.04. Exempt Property. All properties dedicated to, and accepted by, a local public municipality or authority, shall be exempt from the assessments created herein. However, no land or improvements devoted to single or one family occupancy use shall be exempt from said assessments.

3.05. Loans to the Association. The Association's Board of Directors, may borrow monies from time to time, so long as the repayment of the principal borrowed and the interest thereon shall be accomplished within the term of five (5) years. Loans that shall require repayment over a longer term shall first be approved by two-thirds of the votes of each class of the Members present in person or by proxy at a meeting duly called for this purpose.

In order to secure the repayment of any and all sums borrowed by it from time to time, the Association is hereby granted the right and power; (i) to assign and pledge revenues received, and to be received by it under any provision of this Declaration; and (ii) to enter into agreement with Note Holders with respect to the collection and disbursements of funds; and (iii) to apply funds received by the Association first to the payment of principal and interest, when due, on such loans; and (iv) to establish such collection, payment and lien enforcement procedures as may be required by Note Holders.

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

#### ARTICLE IV

##### HAZARD AND LIABILITY INSURANCE

4.01. Hazard Insurance. Every Owner of any Lot, at his own cost and expense, shall be required to obtain and maintain in force and effect a policy of fire insurance and extended coverage for his Townhome, insuring the building and fixtures in an amount sufficient to cover the full replacement cost thereof. Such policy of physical damage insurance shall contain written waiver of subrogation against the Association, its Members or any tenant of its Members.

In the event of damage to or destruction of any Townhome, as a result of fire or other casualty, the Owner with the concurrence of his mortgagee, if any, upon receipt of the insurance proceeds, shall contract to reconstruct or repair his damaged or destroyed Townhome, in conformance with the original plans and specifications of his Townhome, including any damage to his portion of the Party Wall(s) within thirty (30) days from the receipt of the insurance proceeds and shall complete the reconstruction or repair of the exterior portion of his Townhome within six (6) months.



In the event the Owner's mortgagee shall refuse to allow the insurance proceeds to be used to reconstruct or repair the exterior portion of the Townhome, then and in that event the Owner shall pay over to his mortgagee such sum, including any part or all of the insurance proceeds, required for the discharge of his mortgagee(s) interest and use the balance of the insurance proceeds, if any, at his election, to reconstruct or repair the exterior portion of his Townhome within thirty (30) days from the receipt of the insurance proceeds and shall complete the reconstruction or repair of the exterior portion of his Townhome, including any damage to his portion of the Party Wall(s), within six (6) months.

In the event any Owner shall, (i) fail to reconstruct or repair his Townhome with the concurrence of his mortgagee, or (ii) fail to reconstruct or repair the exterior portion of his Townhome with or without the concurrence of his mortgagee, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot to reconstruct or repair the Lot and the exterior portion of the Townhome and any other improvements erected thereon, including that portion of the Party Wall(s) located within the said Lot, in conformance with the original plans and specifications for said Townhome. The cost of such exterior reconstruction and/or repair, including interest, reasonable architect's, engineer and attorneys' fees, shall be added to and become part of the assess-

LIBRARY PAGE 228

ment to which such Lot is subject. In the event the Owner of said Lot shall fail to pay such assessment, the Board of Directors may enforce the collection of such assessment in the same manner as the enforcement of annual and/or special assessments provided under Article IV hereof.

The phrase, "exterior portion" of the Townhome, shall include those items referred to in Section 4.02 (iii) of this Declaration.

Notwithstanding the foregoing provisions of this Section 4.01, it is further provided that the requirements for maintenance of hazard insurance or the duty to reconstruct or repair the Townhome, damaged or destroyed by fire or other casualty, shall not apply to any Townhome acquired by the Veterans Administration or Federal Housing Administration under a mortgage foreclosure during the period of ownership by either Federal agency.

The purpose of this Section 4.01 is to assure maintenance of the exterior appearance of all Townhomes within the Properties for the protection of the financial and aesthetic interest of the Membership and the community.

4.02. Liability Insurance. The Owner, of any Lot, at his election, shall be solely responsible for securing public liability insurance to protect his interests as he shall be so advised.

4.03. Limitation on Hazards. Under no circumstances shall an Owner permit or suffer anything to be done or left in

his Townhome or garage which will increase the insurance rates on his Townhome or garage or any other Townhome or garage.

#### ARTICLE V

##### PARTY WALLS

5.01. The wall located on the property line between two Townhomes shall be known as a Party Wall maintained for the common benefit of the two Townhome Owners and shall be constructed with one-half of its thickness on each side of the dividing property line, 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 wilful acts or omissions shall apply thereto.

5.02. The Party Walls shall be jointly used and maintained as Party Walls so long as the Townhomes shall be used and occupied as single family residences.

5.03. Each Townhome Lot shall be subject to such encroachments as are caused or created by the construction, settlement, repair or reconstruction of the Party Wall(s).

5.04. Each Townhome Owner shall have full right to use the Party Wall(s) adjoining his Townhome for support and no construction shall penetrate the Party Wall other than beams (joists) for the support of the Townhomes.

5.05. No Party Wall may be extended nor increased in height.

5.06. Where destruction of the Party Wall is caused by fire or other insured cause, it shall be rebuilt with the

proceeds of insurance. In the event it shall become necessary to repair or reconstruct a Party Wall, or any portion thereof, because of deterioration, the cost thereof shall be borne equally by the adjoining Townhome Owners. In the event that damage to the Party Wall is caused as the result of negligence or carelessness on the part of a Townhome Owner or his invitees, then and in such event the cost to reconstruct that Party Wall shall be borne solely by such negligent or careless Townhome Owner.

5.07. In the event a Party Wall is reconstructed, it shall be located in the same location and be of the same or similar materials and of the same quality and proportions as its original construction.

5.08. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VI

### EASEMENTS

6.01. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs, of the Townhomes, garages, driveways or other improvements as designed or constructed. A valid easement for said encroachments and for the maintenance of same, so long as they stand shall and does exist.

6.02. A. There is hereby created a blanket easement upon, across, over and under all of said Properties for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master or cable television antenna system. By virtue of this easement, it shall be expressly permissible for the Company, authority or agency providing electrical, water, sewer, gas, cable television and/or telephone service to install, erect and maintain all necessary pipes and conduit underground and other necessary equipment at or below grade on said Properties and to affix and maintain electrical, cable television and/or telephone wires, circuits, and conduits on, above, across and under the roofs and exterior walls of said Townhomes and meters and shut-offs at said Townhomes. An easement is further granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency service to enter upon the Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Lots to inspect and to perform the duties as provided for herein. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties except as initially programmed and approved by the Declarant or thereafter approved by

Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, Declarant shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article VII shall in no way affect any other recorded easement on said premises.

B. An easement is further granted to the Town of Irondequoit, its employees and officers and to all Lot owners, their guests or invitees over and across a roadway and/or turn around area more particularly described as follows:

Commencing at a point on the northerly right-of-way line of Harbor Hill Drive, said point being the common property corner of Parcels 3 and 4; thence

S 87°-43'-39" E, along the said northerly right-of-way line of Harbor Hill Drive, a distance of 50.50 feet to the true point of beginning; thence

(1) N 02°-16'-21" E, a distance of 15.00 feet to a point of curvature; thence

(2) Northerly, easterly and southerly, along a curve to the right, having a radius of 52.00 feet, an arc length of 163.36 feet to a point of tangency; thence

(3) S 02°-16'-21" W, a distance of 11.58 feet to a point on the northerly right-of-way line of Harbor Hill Drive, said point being on a curve; thence

(4) Westerly, along said northerly right-of-way line of Harbor Hill Drive, on a curve to the right, having a radius of 75.00 feet, an arc length of 22.73 feet to a point of tangency; thence

(5) N 87°-43'-39" W, along said northerly right-of-way line, a distance of 81.62 feet to the true point of beginning.

The aforesaid easement shall continue unless or until declarant offers said area to the Town of Irondequoit for highway purposes.

6.03. Easements and rights-of-way are hereby expressly reserved to Declarant, its successors and assigns in, on, over and under the "easement area", as hereinafter defined, for the following purposes:

A. For the erection, installation, construction and maintenance of (i) wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, television cables and other utilities and other similar facilities and (ii) storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility facility, service or function, whether above ground or underground; and

B. For slope control purposes, including the right to grade and plant slopes and to prevent the doing of any activity which might interfere with slope ratios approved by Declarant, its successors and assigns, or which might create erosion or sliding problems, or change, obstruct or retard drainage flow.

Declarant and its respective agents, successors and assigns, shall have the right to enter upon all parts of the easement area for any of the purposes for which said easements and rights-of-ways are reserved.

6.04. The term "easement area", as used herein, shall mean and refer (i) to those areas shown on the recorded subdivision plat relating thereto; or (ii) if no easements are shown on any such plat, to a strip of land within the Subdivision's perimeter boundary lines ten feet (10') in width.

## ARTICLE VII

### GENERAL COVENANTS; USE RESTRICTIONS

7.01. Each Lot, improved with a Townhome, shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

7.02. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the builder of the Townhomes to maintain during the period of construction and sale of said Townhomes, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhomes, including, but without limitation a business office, storage area, construction yards, signs, model units and sales office.

7.03. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Properties (which includes the Lots) except that Owners may extend and supplement landscape plantings, (a) between



the rear walls of their Townhome to a point 30 feet distant therefrom, but in no event beyond the lot owner's rear lot line, (b) in the immediate area of their entry, (c) in unsodded areas within their lot lines, provided, (1) all such supplemental plantings be forever maintained by the Owner, (2) such supplemental landscape plantings are aproved by the association. The Association's Board of Directors or their designated Committee may adopt such rules and regulations to govern and enforce the provisions of this Section, which rules and regulations may include the right of the Association to maintain any supplemental landscape plantings upon the failure of the Owner to so do, and to impose against such Owner an assessment for the expense incurred. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners of Lots.

7.04. No modification of any kind to the exterior of the Townhomes, either to the structure or the appearance thereof, including, but not limited to, the walls, roof, windows and doors, the color of exterior walls, roof, windows, doors and trim, awnings, mechanical devices, flags or storage structures shall be made without first obtaining the express written consent of the Association's Board of Directors, upon due written application made. The Board of Directors shall adopt such rules and regulations to enforce this Section as it, from time to time, shall deem necessary.

7.05. Each Owner shall maintain, clean and keep free

from unsightly objects, the entry, portico and patio or deck.

7.06. The garage of every Townhome shall be used only for parking motor vehicles and for general storage and shall not be used for human habitation.

7.07. No animals, livestock, horses, goats, pigs, cattle, sheep or poultry of any kind shall be raised, bred or kept on any of said Lots, except that subject to such rules and regulations as may be adopted from time to time, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

7.08. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Properties, nor shall the Properties be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhome or any resident thereof. No business office of any kind whatever shall be conducted in any building or in any portion of said Properties; provided, however, the foregoing covenants shall not apply to the business activities signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period, and of the Association in furtherance of its powers and purposes as herein set forth.

7.09. No lots shall be subdivided into smaller lots or parcels, but lots may be resubdivided into lots of equal or

increased frontage or size, and the restrictions herein contained shall apply to lots in any such resubdivision as if such resubdivision had been the original subdivision. Declarant reserves the right, if still in title to the lots to be resubdivided, to reduce the size of any lot and add the same to an adjoining lot provided the reduced lot shall either conform to the zoning requirement size or a variance has been obtained permitting such reduced size, provided however, that the entire property will contain no more than 84 units.

7.10. No commercial trade or business shall be conducted on the premises herein, nor anything be done thereon which may be or become a nuisance to the neighborhood. Nor shall any house trailer, camping trailer, boat or mobile home be parked or stored on the Properties, nor may any fence or exterior television antenna be erected upon any lot or structure and no exterior siren alarm system shall be installed or maintained on any lot.

7.11. The Board of Directors may, from time to time, adopt additional rules and regulations governing the conduct of all residents and guests on the Properties. No action shall be taken by the Association or its Board which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

7.12. At no time will the grade level of any lot be raised above or below the developer's final grading.

7.13. No trailer, basement, tent, shack, free-standing garage, barn, or other outbuilding shall be erected on any lot,

nor shall any construction of a temporary character be used as a residence.

#### ARTICLE XIII

##### ZONING AND SPECIFIC RESTRICTIONS

8.01. These Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions of record. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, restrictions of record, or these Restrictions shall be taken to govern and control.

#### ARTICLE IX

##### GENERAL PROVISIONS

9.01. 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.

9.02. 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.

9.03. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of

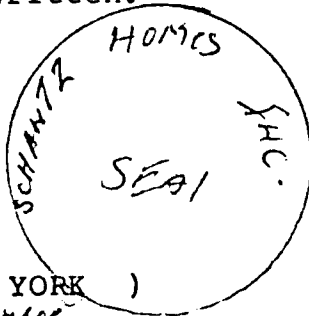
thirty (30) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. An amendment shall become effective only when recorded in the County Clerk's Office.

9.04. Annexation of Additional Property. Annexation of additional property shall require the assent of three-fourths ( $3/4$ ) of each class of the members, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be two-thirds ( $2/3$ ) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event two-thirds ( $2/3$ ) of the membership are not present in person or by proxy, the members not present may give their written consent to the action taken thereat.

9.05. FHA/VA Approval. As long as there is a Class B membership, and the Lots have been approved for FHA/VA financing, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

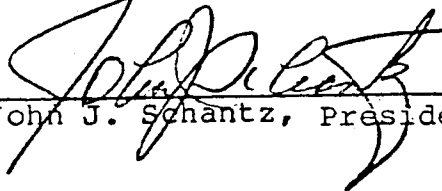
9.06. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.



SCHANTZ HOMES, INC.

by

  
John J. Schantz, President

STATE OF NEW YORK )  
COUNTY OF MONROE )

) SS:

On this 20<sup>th</sup> day of January, Nineteen  
Hundred and Eighty-~~three~~<sup>four</sup>, before me personally came John J.  
Schantz, to me personally known, who, being by me duly sworn,  
did depose and say that he resides in the Town of Ironde-  
quoit, that he is the president of Schantz Homes, Inc., the  
corporation described in, and which executed the within Instru-

ment; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

  
Notary Public

ROBERT L. TAMM  
Notary Public in the State of New York  
MONROE COUNTY  
Commission Expires March 22, 1937







## Harbor Hill Homeowner's Association

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### M E M O R A N D U M

TO: Harbor Hill Homeowners

FROM: Judith C. Wright  
Association Secretary *JCW*

SUBJECT: Exterior Changes

DATE: September 29, 1986

Article VII, 7.04 of The Declaration of Covenants, Conditions and Restrictions states that: "No modifications of any kind to the exterior of the Townhomes, either to the structure or the appearance thereof, including, but not limited to, the wall, roof, windows and doors, the color of exterior walls, roof, windows, doors and trim, awnings, mechanical devices, flags or storage structures shall be made without first obtaining the express written consent of the Association's Board of Directors, upon due written application made. The Board of Directors shall adopt such rules and regulations to enforce this section as it, from time to time, shall deem necessary."

In accordance with the above, the Board requests that any Harbor Hill Homeowner having made a change to the exterior of his or her Townhome either restore it to its original state or make written application to the Board of Directors to have the change reviewed.

Also in accordance with Article VII, 7.04, the following are in effect:

1. Any resident may display the American flag not to exceed 3' by 5' on a wall mounted staff.
2. Black storm doors of either the "Grand Entrance" Model 727 or the "Stratford" Model 725. These are available at Rochester Colonial Mfg. Corp. ; 1794 Lyell Ave.; Rochester.
3. Black wrought iron porch railing as installed at 60 Harbor Hill Dr., available at Rutner Iron Works: 11 Nestor St.; Rochester.

The Board recommends that you familiarize yourself with all of The Declaration of Covenants, Conditions and Restrictions as recorded with your deed.