

06434

RAR to R. BLAZAK
5/1 N
ATTY.

DECLARATION, COVENANTS, EASEMENTS AND RESTRICTIONS -

Fox Ridge

THIS DECLARATION, made on the date hereinafter set forth by GRIFFITH BUILDERS, INC., a New York State Corporation with offices at 503 South Main Street, Canandaigua, NY, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS the Declarant is owner of the Fox Ridge Subdivision situate in the Town of Canandaigua, County of Ontario, State of New York, which consists of 121 acres of land with 155 proposed building lots, and

WHEREAS the Declarant is developing the subdivision in two phases with Phase I being Lots 1 through 9 and Phase II being Lots 10 through 155, and

WHEREAS the Declarant has deemed it to be in the best interest of the subdivision to create an agency to own certain greenbelt areas and landscaped entranceways contained within the subdivision, which agency would be delegated the power to properly maintain said entranceways and to collect and disburse assessments from lot owners within the subdivision for purposes of carrying out its purposes and to enforce the covenants and restrictions of this Declaration.

NOW, THEREFORE, the Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, covenants, restrictions, and

LIBER 887 PAGE 333

ONTARIO COUNTY N.Y.
Recorded on June 30, 1989
at 4:45 P.M., in Book 887
of Pages Page 333
Renato P. Vecchi
RENATO P. VECCHI, County Clerk

1989 JUN 30 4 45 PM
RECORDED
INDEXED

LIBER 887 PAGE 331

-2-

conditions which are for the purpose of protecting the value and desirability of such lands 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.

1. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Town of Canandaigua, County of Ontario, State of New York, and consists of a total 121 acres which is more particularly described in Exhibit 1 attached hereto. That a map of the above described property is attached hereto and marked Exhibit 2.

2. Pursuant to the New York State Not-For-Profit Corporation Law, the Sponsor has formed Fox Ridge Homes Association, Inc., to own and maintain association owned property within the Fox Ridge Subdivision, and to enforce the Covenants and Restrictions set forth in this Declaration, and to have such other specific rights as set forth in this Declaration, the Certificate of Incorporation, and the By-Laws of the Association as such may be supplemented, extended, or amended from time to time. That any owner of a lot in the Fox Ridge Subdivision shall automatically become a member of said Association. The nomination and election of Directors and the filling of vacancies of the Board of Directors shall be governed by the By-Laws of the Association, which are attached hereto and marked Exhibit 3.

3. The Sponsor will convey to the Association by deed subsequent to the recordation of this Declaration and prior to the

-3-

conveyance of any lot in Phase I the property contained within Phase I to be owned by the Association and the Association must accept any such conveyance made by the Sponsor provided such conveyance is made without consideration. When Phase II is developed and prior to the conveyance of any lot in Phase II, the Sponsor will convey to the Association the property contained in Phase II to be owned by the Association, which conveyance the Association would be obligated to accept provided such conveyance is made without consideration. The lands to be conveyed to the Association consist of landscaped entranceways to be maintained by the Association, and greenbelt areas which are to remain forever wild. Some or all of the greenbelt areas may contain storm water detention areas, which areas will be wholly maintained by the Town of Canandaigua. The Town of Canandaigua will be granted easements over and across those greenbelt areas for purposes of allowing the Town to properly maintain subject detention areas. The Association shall be conveyed its lands subject to these Town easements.

4. The Association shall at all times be responsible for maintaining the lands which it owns and shall maintain those lands in accordance with high standards.

5. The Association shall at all times enforce the following restrictions which are applicable to all lots:

LIBER 887 PAGE 336

-4-

- A. None of the lots shall be used for any purpose other than for a one-family detached residential structure.
- B. No trailer, recreational vehicle, boat, or tent shall be stored on any lot nearer to the road upon which said lot fronts than the main front wall of the structure erected thereon. No junk or unlicensed cars shall be stored on any lot unless the same is continuously garaged.
- C. The ground floor area of any single-family dwelling erected on any lot shall not be less than 1600 square feet in the case of a one-story house, (1400 square feet in the case of a one-story villa home) exclusive of porches, decks, and garages, and in the case of any house more than one story, said house shall have a total floor area of not less than 1800 square feet (1500 square feet in the case of a villa home) exclusive of porches, decks, and garages.
- D. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the lot or dwelling unit for sale or rent, or signs used by Griffith Builders, Inc. or its successors during the construction and sales period.
- E. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. Owners shall make every effort to prevent said dog from leaving their lot.
- F. No fence shall be erected on any lot nearer to the road upon which said lot fronts than the main front wall of the building erected thereon and no fence erected shall be of a height greater than 5 feet, except that any fence or fence-like structure constructed by Griffith Builders, Inc., or its successors, may be allowed notwithstanding the above provision.
- G. No outside television antenna, satellite dish, shortwave radio antenna, or antenna for any other transmission or receiving shall be permitted on any lot.
- H. No outdoor drying or airing of any clothing or bedding shall be permitted on any lot. No clotheslines of any type shall be permitted on any lot.
6. Each lot owner, by becoming an owner by the acceptance of a deed or otherwise, whether or not such deed or any other

-5-

instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association assessments established by the Board of Directors. The Board of Directors shall meet in October of each year to approve a budget and fix the amount of the annual assessment to be paid by the owners of all lots. The assessment so established shall be used exclusively for the maintenance of the entranceways and for appropriate and necessary insurance coverages and office expenses. The assessment shall be paid in advance in one annual installment due by the 1st day of January for the calendar year commencing January 1. The assessment shall be fixed, established, and collected as hereinafter provided.

Each assessment, together with interest thereon and costs of collection including reasonable attorney's fees, shall be a charge and continuing lien upon the lot against which the assessment is made and shall also be the personal obligation of the owner of such lot at the time the assessment falls due. If any assessment is not paid within 15 days of its due date, the Board of Directors may impose a late charge amounting to 10% of the payment so due, and also charge interest on the amount due at such rate as may be fixed by the Board of Directors, not to exceed the maximum rate of interest then permitted by law.

The Association may bring legal action against the owner personally obligated to pay the same or foreclose the lien against the property, and the costs of such proceedings including reasonable attorneys fees shall be added to the amount of such assessment's late charges, if any, plus interest.

LIBER 887 PAGE 337

LIBER 887 PAGE 338

-6-

7. Dissatisfaction with the quantity or quality of services provided by the Association shall under no circumstances entitle any lot owner to withhold payment of assessments.

8. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage of record now or hereafter placed upon any lot subject to such assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

9. The provisions of the Declaration shall bind the property and shall be construed as running with the land and shall inure to the benefit of and be enforceable by the Declarant and the Association (being hereby deemed the agent for all of its members) and by any owner, their respective legal representatives, heirs, successors, and assigns by actions at law or by suits in equity.

10. In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may with respect to any violation of this Declaration or of the By-Laws or any rules and regulations of the Association, if any, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary penalties, the amount and or severity of which shall be reasonably related to the violation and to the aim of

-7-

detering similar future violations by the same or any other person. Such fines imposed shall be considered a special assessment and as such shall be a charge and continuing lien upon such lot, shall constitute a personal obligation, and shall be collectable in the same manner as above set forth.



Griffith Builders, Inc.
by James L. Griffith, President

STATE OF NEW YORK)
COUNTY OF ONTARIO)

ss:

On this 30 day of June, 1989, before me personally came JAMES L. GRIFFITH, to me known, who, being by me duly sworn, did depose and say that deponent resides at 109 Yacht Club Drive, Canandaigua, NY; deponent is the President of Griffith Builders, Inc., the corporation described in and which executed the foregoing instrument; deponent 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; deponent signed deponent's name thereto by like order.

Robert E. Blazek
Notary Public
ROBERT E. BLAZEK
NOTARY PUBLIC IN STATE OF NEW YORK
COUNTY OF ONTARIO
COMMISSION EXPIRES MAR. 31, 1990 4/30/90

LIBER 887 PAGE 340

EXHIBIT 1

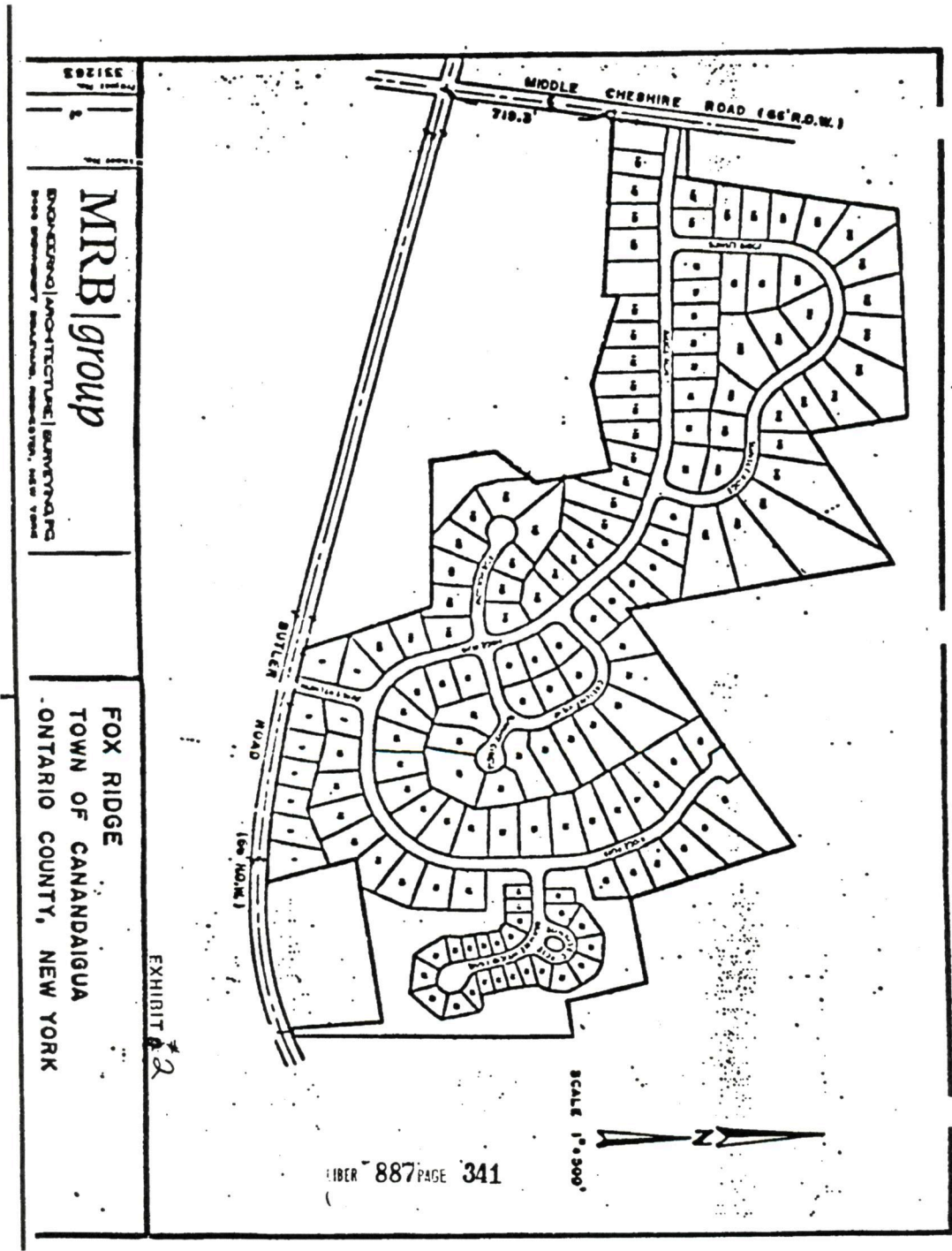
ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Canandaigua, County of Ontario and State of New York, being a portion of the same premises conveyed to Michael W. O'Brien by deed dated May 23, 1922, and recorded in the Ontario County Clerk's Office in Liber 324 of Deeds at page 46, and being more particularly bounded and described as follows:

Beginning at a point at the northwesterly corner of lands now or formerly of the Canandaigua Yacht Club (Ontario County Map No. 9197), said point being south 0.3 feet and west 0.1 feet of a found iron pin; thence proceeding 1) S-09-56-40-E along the westerly line of said lands of the Canandaigua Yacht Club, a distance of 734.80 feet to a found 3/4" crimped iron pipe at the southwesterly corner of said lands; thence proceeding 2) N-88-39-20-E along the southerly line of said lands of the Canandaigua Yacht Club a distance of 375.77 feet to a point; thence proceeding 3) S-05-21-40-E a distance of 342.65 feet to a point; thence proceeding 4) N-89-46-50-E a distance of 162.26 feet to a point, said point being south 0.3 feet to a found locust fence post; thence proceeding 5) S-08-08-58-W along the west line of lands shown on Ontario County Map No. 359 a distance of 1154.82 feet to the northern right-of-way line of Butler Road; thence proceeding 6) S-88-58-32-W along the northern right-of-way line of Butler Road a distance of 22.40 feet to a point; thence proceeding 7) N-04-26-28-E a distance of 366.72 feet to a found wood hub at the northeasterly corner of property identified as Ontario County Map No. 853; thence proceeding 8) S-89-35-26-W a distance of 743.05 feet to a found wood hub and iron pin; thence proceeding 9) S-07-39-34-E a distance of 375.55 feet to a point in the northern right-of-way line of Butler Road; thence proceeding 10) S-88-58-32-W a distance of 211.78 feet to a point; thence proceeding 11) N-69-10-08-W a distance of 803.44 feet to a point; thence proceeding 12) N-67-50-21-W a distance of 21.53 feet to a point; thence proceeding 13) N-11-25-41-W a distance of 558.03 feet to a point; thence proceeding 14) N-81-45-41-W a distance of 642.81 feet to a point; thence proceeding 15) N-00-18-39-E along the east line of lands shown on Ontario County Map No. 452 a distance of 269.46 feet to a point; thence proceeding 16) N-44-17-49-E a distance of 171.00 feet to a point; thence proceeding 17) N-47-16-19-E a distance of 43.48 feet to a point; thence proceeding 18) N-01-14-41-W a distance of 338.61 feet to a point; thence proceeding 19) N-85-04-39-E a distance of 610.23 feet to a point marked by a 16" oak tree; thence proceeding 20) S-02-03-40-E a distance of 86.17 feet to a point; thence proceeding 21) N-63-34-20-E along the south line of lands shown on Ontario County Map No. 577 a distance of 1259.00 feet to the point and place of beginning.

Together with all right, title, and interest in and to Butler Road (66 feet wide) abutting the above-described premises.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Canandaigua, County of Ontario and State of New York, bounded and described as follows: Beginning at a point in the centerline of Middle Cheshire Road, said point being 719.23 feet north of the intersection of the centerline of Middle Cheshire Road with the centerline of Butler Road; thence S-69-40-10-E a distance of 33.04 feet to an iron stake in the highway boundary line of Middle Cheshire Road, said point being the true point and place of beginning; thence N-24-55-13-E along said highway boundary line a distance of 337.78 feet to an iron stake; thence S-73-57-30-E a distance of 200.00 feet to an iron stake; thence N-25-51-40-E a distance of 900.00 feet to an iron stake; thence S-73-57-30-E a distance of 868.34 feet to an iron stake; thence S-9-37-50-W a distance of 413.78 feet to a corner post; thence N-73-32-49-E a distance of 706.44 feet to a corner post; thence S-7-44-40-W a distance of 1,087.66 feet to a corner post; thence N-85-30-40-W a distance of 991.17 feet to an iron stake; thence N-58-35-10-W a distance of 370.00 feet to an iron stake; thence S-20-19-50-W a distance of 67.996 feet to an iron stake; thence N-69-40-10-W a distance of 740.479 feet to an iron stake in the highway boundary line of Middle Cheshire Road, being the point and place of beginning.

This conveyance is made and accepted subject to all covenants, easements and restrictions of record, if any, affecting said premises.



MRB | group
 ENGINEERING | ARCHITECTURE | SURVEYING
 3000 SPRINGFIELD ROAD, WESTYORK, NEW YORK

FOX RIDGE
 TOWN OF CANANDAIGUA
 ONTARIO COUNTY, NEW YORK

EXHIBIT A

PROJECT NO. 887 PAGE 341

SCALE 1" = 500'