

Declaration of Covenants, Conditions and Restrictions for
EAST LAKE VIEW ESTATES
Homeowners Association, Inc.
Revised June 20, 2023

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

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

WHEREAS East Lake View Estates Homeowners Association, Inc. is a New York Not-for-Profit Corporation formed for the purpose described in its Certificate of Incorporation;

NOW, THEREFORE, Declarant hereby declares that all of the Properties (and the common area herein described) shall be 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, burden and bind the Properties for and during the period of time specified hereafter, and be binding on all parties having any right, title or interest in the Properties or any part thereof their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The Declarant, also declares that additional lots may be added, and additional common area may be added as additional sections and phases of East Lake View Estates are developed, not to exceed a total of approximately 186 acres, as further described on Schedule B. It is Declarant's intent to subject these additional sections and phases to these Covenants, Easements and Restrictions.

ARTICLE I
NAME AND LOCATION

The name of the corporation shall be the East Lake View Estates Homeowners Association, Inc., located at East Lake Road, in the Town of Gorham, Ontario County, New York with an initial mailing address of 122 King Arthur Court, Rochester, New York 14626.

ARTICLE II

DEFINITIONS

SECTION 1: "Association" shall mean and refer to the East Lake View Estates Homeowners Association, Inc., its successors and assigns.

SECTION 2: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

The Common Area to be owned by the Association at the time of the conveyance of the first lot shall include all of the premises described as "Properties", excepting therefrom the building lots and the road to be dedicated to the Town of Gorham, as shown on the map of the Properties filed in the Ontario County Clerk's Office.

SECTION 3: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

SECTION 4: "Declarant" shall mean and refer to Carmen Laviano, his successors and assigns if such successors or assigns shall acquire more than one undeveloped lot from Declarant for the purpose of development.

SECTION 5: "Properties" shall mean and refer to Schedule A which includes all lots and common areas, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

SECTION 6: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the Properties, with the exception of the common areas.

SECTION 7: A "Fine" shall be a sum of money not to exceed ten percent (10%) of the total annual common assessment for an individual lot. A fine may be a penalty.

ARTICLE III

PROPERTY RIGHTS

SECTION 1: OWNER'S EASEMENTS OF ENJOYMENT: Every owner shall have a right and easement of enjoyment in and to the Common Area, including the rights of ingress and egress to Owner's property over the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association, pursuant to its By-Laws, to adopt rules and regulations governing the use of the Common Area and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- (b) The right of the Association to suspend the right to the use of the Common Area other than any common access road, by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) The right of the Association to grant easements in, dedicate or transfer title to the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members approving such transfer, No such dedication or transfer shall be effective unless an instrument agreeing to such a dedication or transfer has been signed by 85% of each class of members and their mortgagees has been recorded.
- (d) The right of the Association to designate and improve certain portions of the Common Area as paths, community gardens, specific recreation areas, storage, parking areas, sidewalks and trails for the use of Owners, their invitees and guests. However, invitees and guests are restricted from the use of storage and garden areas, and the parking of trailers.
- (e) The right of invitees and visitors of any Owner to ingress and egress over the Common Area.

SECTION 2: DELEGATION OF USE: Owners may delegate their right of enjoyment to the Common Area to family members, tenants, or contract purchasers who reside on the Properties.

ARTICLE IV EASEMENTS

SECTION 1: EASEMENTS FOR UTILITIES. The Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Properties.

SECTION 2: OTHER EASEMENTS. There is hereby created a blanket easement, provided use of said easement does not interfere with any improvements, upon, across, over and under all of the Properties, for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, wastewater, surface water, gas, telephones, electricity, cable TV, and a master TV antenna system.

By virtue of this easement it is expressly permissible to erect and maintain the necessary equipment on the Properties, and to affix and maintain electrical or telephone wires and conduits, wastewater, surface water, and water lines, on, above or below any land owned by the Association and/or Owners.

An easement is hereby reserved to the officers, agents, or employees of the Association, including the employees of any management company under contract with the Association, over all of the Common Areas, to protect its interest by entrance to any Common Area, and to maintain any utilities for which an easement has been granted.

An easement is hereby reserved to Declarant to enter the Common Areas and Lots during the period of development and sale of the Properties, or any additions to the Properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the development and sale of Lots, including without limitation a sales office, storage area, and signs provided that this does not unreasonably obstruct access by members of the Association.

ARTICLE V

MEMBERSHIP & VOTING RIGHTS

SECTION 1: MEMBERSHIP - Every Owner of a Lot which is subjected by this Declaration to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from, ownership of any Lot which is subject to assessment

SECTION 2: The Association shall have two CLASSES OF VOTING MEMBERSHIP -

CLASS A. Class A members shall be all Owners, with the exception of Declarant. Each Class A member shall be entitled to one vote. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B member(s) shall be the Declarant or its successors or assigns and shall be entitled to one vote for so long as one Lot is owned by Declarant. The Class B membership shall cease and be converted to Class A membership when title to all Lots in all phases has been transferred, or 10 years after the first Lot has been conveyed by Declarant, whichever occurs first. Class A members shall not be entitled to vote for members of the Board of Directors until all lots in all phases have been transferred or 10 years after the first Lot is transferred, whichever occurs first.

ARTICLE VI COVENANT FOR ASSESSMENTS

SECTION 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance, of a deed for such lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual common assessments and special assessments. Annual common assessments are for maintenance charges including real estate tax charges for the Common Area. Special assessments shall include the cost of reconstructing those portions of the Common Areas which can not be repaired, and for emergencies as the need therefore arises. All assessments shall be established and collected as hereinafter provided. The covenant in this Section shall not constitute a guarantee, or promise of any kind by Declarant to pay any assessment, or any other obligation of any Owner, other than Declarant.

The annual common maintenance assessments and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, late charges, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title, unless expressly assumed by them.

In spite of any provision to the contrary in this Article VI, the Declarant shall be obligated to pay only the difference between the amount collected on transferred lots (which amount will not exceed the budgeted amount per transferred lot) and the actual cost of operation of the Association.

SECTION 2: PURPOSE OF ASSESSMENTS. Assessments levied by the Association shall be used exclusively (i) to operate, maintain, repair, improve, construct, reconstruct and preserve the Common Area owned by the Association, exclusively for the benefit of its members, their guests, tenants and invitees, and (ii) to provide service for the individual Lots as described further in this Declaration.

SECTION 3(Rev 9/2011): SPECIAL ASSESSMENTS. In addition to the Common Annual Assessment which is calculated and approved annually as part of the Budget process, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, expenses for Common Areas not already covered or planned for in the Annual Budget and/or Common Annual Assessment. For approval purposes and clarity there are two types of Special Assessments:

Repair Assessment - To cover the costs of extensive repairs, emergency repairs, emergency or mandated service to existing common area property. At a meeting duly called and at which a quorum as defined under Section 4 has been established, the Special Assessment is deemed approved upon an affirmative vote, either in person or by proxy, by a simple majority of all members entitled to vote.

Capital Assessment – To cover the costs of new construction, reconstruction, improvements, addition, or other capital expense to increase the value of, or add to, common area property. At a meeting duly called and at which a quorum as defined under Section 4 has been established, the Special Assessment is deemed approved upon an affirmative vote, either in person or by proxy, of two-thirds (2/3) of all members entitled to vote.

SECTION 4(Rev 9/2011): NOTICE AND QUORUM for Any Special Assessment Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article VI shall be sent to all Members not less than ten (10) days nor more than forty (40) days in advance of the meeting. The presence at the meeting of one-half (1/2) of the Members entitled to vote thereat, in person or by proxy, shall be necessary and sufficient to constitute a quorum.

SECTION 5(Rev 9/2011): RATE OF ASSESSMENT. The Board of Directors shall annually determine the amount of the Common Annual Assessment against each Lot as part of the Annual Budget and shall present the Annual Budget and Common Annual Assessment to the Members for approval in accordance with Sections 3.2 and 3.7 of the By-Laws. Annual common and

special assessments shall be fixed at a uniform rate for all Lots, and may be collected on a quarterly or annual basis.

If an Annual Budget/ Common Annual Assessment is not approved by the Members, the current year Annual Budget and Common Annual Assessment will remain in force until such time that an annual budget is approved.

SECTION 6(Rev 9/2011): DUE DATES FOR ANNUAL COMMON & SPECIAL ASSESSMENTS. Upon approval of the Annual Budget or a Special Assessment by the membership, written notice of the amount of the assessments will be sent by mail to every owner not less than thirty (30) days prior to the due date.

Due date(s) for payment of assessment shall be the first day of each quarter or as established by the Board. Payments received after the 10th of the month may, at the discretion of the Board, be subject to a late charge, which charge shall be a percentage of the assessment not to exceed the prime lending rate charged by Canandaigua National Bank and Trust Company at the time of the charge plus three (3) percent. The Association shall, upon demand of a buyer or seller or their attorney, furnish a certificate signed by an officer of the Association or the Managing Agent, setting forth whether the assessments on a specified Lot have been paid.

SECTION 7: EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the date said assessment is due shall become a lien against the Lot, and shall bear interest as set forth in Section 6 above from the due date. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area of abandonment of a Lot.

The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property, and interest, late charges, costs, and reasonable attorney's fees of any such action will be added to the amount of such assessment.

Each such Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charge, and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association the power of sale in connection with such lien.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to

bid for an interest foreclosed at foreclosure sale and to acquire and hold lease, mortgage and convey the same.

SECTION 8: SUBORDINATION OF THE LIEN TO FIRST MORTGAGES. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not effect the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

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

SECTION 10: In spite of any provision to the contrary in this Article VI, the Declarant shall not be liable for the payment of common charges for unsold Lots owned by it. The Declarant shall, however, contribute to the Association that amount equal to the difference between the cost of operating the Association and the assessments collected from Owners as set forth in the projected budget.

SECTION 11: CONTRACTUAL AUTHORITY. The Association shall be entitled to contract with any corporation, firm or other entity in 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 VII MAINTENANCE

Assessments levied by the Association shall be used exclusively (1) to operate, maintain, repair, improve, construct, reconstruct and preserve the Common Area owned by the Association, exclusively for the benefit of its Members, their guests, tenants and invitees and (2) to provide maintenance of Common Area drainage swales and retention areas for surface water. This obligation does not include any maintenance of repairs caused by fire or other casualty or damage to the premises owned individually by members of the Association.

ARTICLE VIII
USE OF PROPERTY

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

- A. Lot shall be used for single family residential purposes only.
- B. (Revised 6/20/2023): Short Term Rentals: As of the effective date of this Amendment, the Owners of any property that is subject to this Declaration, are prohibited from entering into any agreement, digital, written, or oral, for leasing, letting or renting any property subject to this Declaration, for any period of time that is less than 31 days, a Short-Term Rental.
 - 1. Any violation of this provision shall be enforced consistent with Article VIII, as it may be amended from time to time.
 - 2. Each Property Owner shall comply with all State, County, Town, and other municipal laws, rules and regulations regarding vacation rentals, and all other leasing, renting and/or letting.
 - 3. This Third Amendment shall take effect immediately upon recording in the Ontario County Clerk's Office.
 - 4. This Amendment is to be construed by the laws of the State of New York.
 - 5. This Amendment shall bind and inure to the benefit of the parties hereto, all property owners in the Association, and all of their heirs, successors and assigns.
 - 6. Any litigation involving this Amendment shall be venued in Ontario County Supreme Court.
 - 7. This Amendment may be executed simultaneously in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. If any part or provision of this Amendment is found to be invalid by any Court of competent jurisdiction, that shall not affect or impair the remainder of this Amendment.
- C. The Common Areas shall be used for the use and enjoyment of the Owners.
- D. The Board of Directors is empowered to serve written notice of any violations of these restrictions. Such written notice shall be given at least two (2) times. If an Owner fails to comply within five (5) days after receipt of the second notice, the Board of Directors is empowered to assess a fine. A separate fine may be imposed for each violation. Unpaid fines will be considered additional assessments and will become a lien upon the Lot.
- E. (Rev 9/2011). No building, fence, wall or other structure, shall be commenced, erected or maintained upon the Properties, nor shall any standing tree more than 7 inches in diameter (or four (4) inches in diameter within ten (10) feet of property lines) be cut other than to establish proper drainage or unless it is dead or diseased, nor shall any exterior addition to or change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to, and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In its review, the Board of Directors shall consider the following:
1. Siting shall be done by an architect or by a professional engineer.
 2. All plans and drawings shall be reviewed by an architect or professional engineer.
 3. Thirteen hundred (1300) square feet of living space shall be the minimum square footage for a home.
 4. All homes shall have a minimum of a two car garage.
 5. The roof shall be of a minimum 8 on 12 pitch excluding gambrel roofs and shall be of wood shingles or architectural shingles.
 6. (Rev 9/2011) Structure and roof colors and materials shall be neutral color tones with complimentary trim or natural wood, and will match or coordinate as closely as possible with the exterior of the main structure as it currently exists. Any Proposed

plans for changes to exterior structure must be submitted to the BOD for review, accompanied by samples of materials to be used and color selections.

In the event that the Board of Directors fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted, approval will not be required and compliance with this Article will be deemed to have been made.

F. The following shall apply to all lots and common areas:

(1) Only one (1) single-family dwelling and garage shall be erected, altered, placed or permitted to remain on any lot.

(2) Each residence shall include at minimum one two-car attached garage.

(3) All residences shall have a minimum of Thirteen hundred (1300) square feet of living space.

(4) The initial construction on each Lot shall include a single post lamp located a uniform distance of approximately twenty (20) feet from the road right-of-way. Each lamp shall be connected to a photo-cell to insure they are lit from dusk to dawn. It shall be the obligation of each Owner to maintain these lamps and photo-cells in working order.

(Revised) All Lots shall include a single post lamp located a uniform distance of approximately twenty (20) feet from the road right-of-way. It shall be the obligation of each Owner to insure that their post lamp is equipped to be lit from dusk to dawn through whatever means necessary, including but not limited to, photo-cells, automatic timers, automatic or manual switches; and will maintain these mechanisms in good working order to insure compliance.

(5) Each Member's dwelling and Lot shall be maintained in good repair and overall appearance. If a member fails to maintain his house or Lot in a reasonably well maintained and orderly manner, the Board of Directors may contract for exterior and/or yard maintenance and any expenses incurred shall be considered additional common charges against the Lot in question.

(6) (Rev 9/2011) All private passenger motorized vehicles defined as Passenger cars, Pickup Trucks, SUV's, Passenger Vans, and Motorcycles will be parked and stored in garages or driveways and not on any other portion of the lot. All other vehicles not defined above and/or including Panel Trucks, Dump Trucks, Sleeper Vans, Campers, Camper bodies, Trailers, Boats, and RV Motor homes regardless of size, shall not be parked for more than (2) two consecutive days or for more than five (5) days of any calendar month in any location on a lot, except as may be otherwise be approved in writing by the HOA Board of Directors. No part of any lot or Common Area shall be used continuously for tent camping or the parking of sleeper vans, campers or tent trailers. Motor vehicles making deliveries or providing services to a Home or Lot may be permitted as needed.

(7) (Rev 9/2011) Signs. Signs or other advertising devices of any nature may not be placed for display to the public view on any Lot or other portion of Property unless in accordance with HOA Policies and procedures at <http://eastlakeviewhoa.com/policy-procedures> or unless approved in writing by the Board of Directors of the Association.

(8) Garbage and Refuse Disposal. Except for building materials during the reasonable course of construction or repair of any approved Improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (all of which are referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors on any Lot or other portion of the Property, except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours of a scheduled pick-up. at such place on the Lot or other portion of the Property so as to provide reasonable access to the persons making the pick-up. The Board of Directors of Association may, in its discretion, adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner and location of storage of the same on any portion of the Property. All facilities for the storage or disposal of Trash, shall be kept in a clean and sanitary condition.

(9) Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro magnetic radiation disturbances, shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort or welfare, (ii) be injurious to property, vegetation or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard or (iv) violate any applicable zoning regulation or other governmental law, ordinance or code.

(10) Dwelling in Other Than Residential Units. No temporary building, trailer, mobile home, basement, shack, barn, outbuilding, shed, garage, building in the course of construction or other temporary structure shall be constructed on, or used. temporarily or permanently, as a dwelling, on any Lot or other portion of the Properties except with the written consent of developer or Developer's agents during the course of construction or sales or by the Board of Directors of the Association after the completion of development. Any consent given shall be in accord with the authority vested in the Board of Directors under Paragraph D. above including, but not limited to, location, exterior design, appearance, and materials.

(11) Commercial and Professional Activity. No wholesale or retail business, including any salon, studio, laboratory, home industry or medical or dental office, shall be conducted in or on any Lot or other portion of the Properties without the consent of the Board of Directors of the Association. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

(12) Unlicensed Vehicles. Parking of Commercial Vehicles. No unlicensed vehicles shall be parked on the Properties. Unless used in conjunction with Construction on the Property, or with the maintenance, repair or replacement of the Properties, there shall be no outside storage of or parking of commercial vehicles of a weight of two (2) tons or more.

(13) Outdoor Repair Work on Vehicles. Boats or Machines. With respect to a Lot for which the Unit thereon has been issued a certificate of occupancy by the Town of Gorham, no extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on such Lot, except with the consent of the Board of Directors of the Association.

(14) Oversized, Commercial and Unlicensed Vehicles. Unless used in connection with construction on the Property or with the maintenance, repair or replacement of the Property, or unless otherwise consented to by the Board of Directors of the Association, the following shall not be permitted to remain overnight on the Property in any location as to be readily visible from any roadway:

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

(15) No Hunting or Discharge of Fire Arms. There shall be no hunting and no discharge of fire arms, air rifles or explosives of any kind on the Property.

(16) Laundry Poles and Lines. Unless otherwise consented to by the Board of Directors of the Association, laundry poles and lines outside of the residences are prohibited.

(17) Television and Communication Antennas. No outside television, radio, "C.B." or other communication antenna shall be erected on any Lot except individual dish antennas not to exceed 24 inches in diameter which may be attached to an individual residence.

(18) Exterior Storage. Unless otherwise authorized in writing by the Board of Directors of the Association, there shall be no exterior storage or exterior storage facilities or structures on any Lot except for cooking grills which may be stored on a deck or patio. By way of illustration and not of limitation, the outdoor storage of the following is intended to be prohibited: unlicensed vehicles, boats, tools, sheds.

(19) No Open Fires. No open fires of any kind shall be permitted on any Lot except within the confines of a fire place or barbecue pit, the construction of which has been approved by the Association or in a cooking device, the design of which is acceptable to the Association. All such fires shall be attended to at all times and shall be thoroughly extinguished upon completion of use.

(20) The use of all terrain vehicles (.ATVs) on any part of the Properties, including any Private Roads, is strictly prohibited.

G. Any approval granted by the HOA Board of Directors shall be subject to any and all requirements of the Town of Gorham as may be required pursuant to duly adopted local law, ordinance, regulation, or operating rules, including but not limited to building permits, site plan approval, subdivision approval, or special use permit.

ARTICLE IX

INSURANCE

A. The Association, for the Common Areas only, will obtain and maintain in force and effect a policy of liability, casualty, and other necessary insurance, in an amount, and with such coverages as are acceptable to the Association.

B. An annual evaluation shall be made by the Board of Directors to determine the adequacy of the insurance.

C. The Owner of each Lot shall be solely responsible for securing his own homeowner's insurance policy which will include public liability, fire, and all insurance necessary to protect his interests.

ARTICLE X

ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1: Declarant, its successors or assigns, shall have the right, without the consent of the members of the Association, to subject additional properties to this Declaration within ten (10) years of the original date of this instrument, such properties to be developed substantially as the Properties contained herein.

However, neither Declarant, nor its successors or assigns, shall be bound to make such additions.

Such additions shall be made by recording in the Ontario County Clerk's Office a supplemental Declaration with respect to the additional Properties, which shall extend the scheme of the Declaration to such Properties.

SECTION 2: Additions to the Properties by the Association and Annexation of additional property by other than Declarant shall require the assent of seventy-five percent (75%) of members, at a meeting duly called for this purpose.

ARTICLE XI

GENERAL PROVISION

SECTION 1: DURATION & AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by, the Association, or the Owner of any land subject to this Declaration, their respective heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the Owners of seventy-five percent (75%) of the Lots has been recorded, agreeing to change such covenants and restrictions, in whole or part.

This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than eighty percent (80%) of the Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Owners. Any amendment(s) must be recorded in the Ontario County Clerk's Office to become effective.

SECTION 2: SEVERABILITY. Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

SECTION 3: ENFORCEMENT. The Association, or any Owner, shall have the right to enforce by a 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. Expenses of enforcing the covenants herein contained shall be chargeable to the Owner violating these covenants and the expense so incurred by the Association shall constitute a lien on such Owner's Lot, collectible in the same manner as assessments under the prior provisions hereof.

CARMEN LAVIANO, DECLARANT

STATE OF NEW YORK

COUNTY OF MONROE) ss.:

On the 27th day of October in the year 2004 before me, the undersigned, a notary public in and for said state, personally appeared CARMEN LAVIANO personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

LEON T SAWYKO

Notary Public in the State of New York

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Gorham, County of Ontario and State of New York, described as East Lake View Estates Subdivision, Section 1, Phase A as shown on a Subdivision Map filed in the Ontario County Clerk's Office in File No. 28023 on March 12, 2004.

SCHEDULE B

all that tract or parcel of land situate in the Town of Gorham, County of Ontario and State of New York, being part of Town Lot 57 and other lands more particularly bounded and described as follows:

Commencing at a point in the east line of East Lake Road,
671.7 feet south of the centerline of Turner Road as measured along said east line of East Lake Road and running thence (1) S 81 degrees 15' 00" E along the south line of lands, now or formerly owned by Ellis H. Dewey in Liber 650 of Deeds, Page 623 a distance of 2670.18 feet to a point;

(2) N 07 degrees 30' 00" E along Dewey's east line a distance of 36.01 feet to a point;

(3) S 70 degrees 41' 20" E a distance of 427.22 feet to a found iron pipe;

(4) N 07 degrees 30' 00" E a distance of 646.71 feet to a point in the centerline of Turner Road;

(5) N 70 degrees 45' 40" W along the centerline of Turner Road a distance of 200.00 feet to a point;

(6) N 73 degrees 03' 00" W continuing along said centerline of Turner Road a distance of 95.00 feet to a point;

(7) N 16 degrees 58' 00" E a distance of 77.42 feet to a point;

- (8) S 62 degrees 16' 59" E a distance of 18.79 feet to a point;
- (9) N 88 degrees 06' 59" E a distance of 121.34 feet to a point;
- (10) S 70 degrees 43' 08" E a distance of 129.33 feet to a point;
- (11) S 54 degrees 00' 11" E a distance of 73.44 feet to a point;
- (12) S 76 degrees 55' 31" E a distance of 90.61 feet to a point;
- (13) S 63 degrees 42' 49" E a distance of 161.10 feet to a point;
- (14) S 60 degrees 48' 16" E a distance of 142.41 feet to a point;
- (15) S 81 degrees 34' 13" E a distance of 90.34 feet to a set iron pin;
- (16) S 10 degrees 01' 54" W a distance of 98.41 feet to a point in the centerline of Turner Road;
- (17) thence continuing S 10 degrees 01' 54" W a distance of 420.25 feet to a point;
- (18) S 81 degrees 52' 26" E a distance of 160.25 feet to a point;
- (19) S 08 degrees 18' 59" W a distance of 1849.64 feet to a point in the south line of Town Lot No. 57;
- (20) N 82 degrees 42' 04" W a distance of 1046.99 feet to a point;
- (21) N 07 degrees 21' 22" E a distance of 564.37 feet to a point;
- (22) N 82 degrees 52' 38" W a distance of 230.34 feet to a point;
- (23) N 07 degrees 07' 22" E a distance of 165.00 feet to a point;
- (24) N 82 degrees 52' 38" W a distance of 411.15 feet to a point;
- (25) N 82 degrees 46' 03" W a distance of 1822.95 feet to a point;
- (26) N 18 degrees 29' 59" E a distance of 197.82 feet to a point;
- (27) S 83 degrees 20' 01" E a distance of 25.85 feet to a point;
- (28) N 06 degrees 08' 59" E a distance of 100.00 feet to a point;
- (29) N 18 degrees 29' 59" E a distance of 157.26 feet to a point;
- (30) N 24 degrees 37' 57" E a distance of 51.74 feet to a point;
- (31) N 09 degrees 46' 34" E a distance of 75.00 feet to a point;
- (32) S 79 degrees 49' 18" E a distance of 38.48 feet to a point;
- (33) N 18 degrees 04' 47" E a distance of 50.00 feet to a point;
- (34) N 80 degrees 03' 32" W a distance of 33.27 feet to a point;
- (35) N 15 degrees 38' 09" E a distance of 175.00 feet to a point;
- (36) N 11 degrees 53' 29" E a distance of 199.96 feet to a point;

(37) N 08 degrees 50' 14" E a distance of 100.00 feet to a point;

(38) N 80 degrees 08' 06" W a distance of 366.98 feet to a point; in the east line of East Lake Road;

(39) N 05 degrees 25' 37" E along the east line of East Lake I Road a distance of 39.93 feet to the point and place of beginning.

Excepting from the above described premises a five (5) acre wood lot located in the center of the above described premises and more particularly bounded and described as follows: Commencing at a point 292.73 feet south of the eastern terminus of course number (1) in the above described description on a course of S 07 degrees 36' 03" E being also the westerly line of Town Lot No. 57 and running thence (1) S 07 degrees 36' 03" W along said west line of Town Lot No. 57 a distance of 345.03 feet to a point; thence (2) N 80 degrees 25' 04" W a distance of 623.47 feet to a point; thence (3) N 04 degrees 53' 54" E a distance of 345.98 feet to a point; thence (4) S 80 degrees 25' 04" E a distance of 639.79 feet to the point and place of beginning.

Parcel II

All that tract or parcel of land situate in the Town of Gorham, County of Ontario and State of New York, being part of Town Lot No. 57, bounded and described as follows: Beginning at a point in the centerline of Turner Road, said point being 4824 feet easterly from the intersection of the centerline of East Lake Road and said Turner Road; thence running south along the dividing line of premises now or formerly of Floyd H. and Gladys Gage (Liber 739, Page 962) on the west and now or formerly of James and Gail B. Baxter (Liber 775, Page 981) on the east, 379.62 feet to an iron pipe marking the true point of beginning of the parcel to be conveyed; thence the following courses and distances (1) S 07 degrees 51' 44" W, a distance of 1143.80 feet to an iron pin; (2) S 81 degrees 17' 29" E, a distance of 437.29 feet to an iron pin;

(3) S 06 degrees 42' 49" W, a distance of 700.45 feet to an iron pin; (4) N 81 degrees 55' 12" W, a distance of 1445.91 feet to an iron pipe; (5) N 08 degrees 18' 59" E, a distance of 1849.64 feet to an iron pipe; (6) S 81 degrees 52' 26" E, a distance of 979.97 feet to the point and place of beginning.