

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

THIS DECLARATION, made this ____ day of January, 2013, by MENDON LLC, a New York limited liability corporation with office c/o 91 Victor Heights Parkway, Victor, New York 14564 (the “Declarant”).

WHEREAS, Declarant is the owner of certain real property situate in the Town of Mendon, County of Monroe, State of New York, known as Ridings of Mendon (the “Subdivision”), as shown on maps filed in the Office of the Clerk of Monroe County on March 13, 2006 in Liber 326 of Maps at Pages 89 and 90, and including any subsequent re-subdivision of any Lots (“Lots”) in the Subdivision (“the Property”), which will be subject to this Declaration, and is described in Exhibit A attached; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in the Subdivision uniform in character and architecturally compatible, and desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of Property and each owner thereof.

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, declares the real property, is and shall be held, transferred, sold, conveyed and occupied subject to the following conditions and restrictions:

1. All Lots within the Property, as shown on the Subdivision Map shall be used for single-family residential purposes only and for no other purpose. For purposes of this section “family” shall have the meaning as defined by the Town of Mendon Zoning Code, as amended from time to time.
2. No business or commercial buildings may be erected on any Lot.
3. No Lot shall be used as a church, synagogue or other place of assembly for group worship or group meditation.
4. No Lot shall be used as a daycare center or group home for children or adults who are unrelated to the deed Owner of the residence.
5. Temporary uses for model homes, parking lots and/or sales offices shall be permitted by Declarant on Lots owned by it.
6. No stilt (piling) home or “mobile” or “modular” structure of any kind will be permitted for residences in the Subdivision.
7. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle, shall be permitted on any Lot either temporarily or permanently.
8. No fountains or statuary shall be permitted in front of a house.

9. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Owner.

10. No lawn cutting shall be done before 8:00 a.m. on Saturdays, Sundays and Holidays.

11. No construction work shall be performed before 7:00 a.m. or after 7:00 p.m.

12. No sign of any character, including advertising signs or devices, shall be displayed or placed upon any part of the Property except one "For Sale" sign, not to exceed five square feet in size. This restriction shall not apply to Declarant during the period of construction on the Lots.

13. Only four-wheel passenger automobiles shall be placed or parked upon any Lot. No trailers or habitable motor vehicles of any nature, motorcycles, equipment, service vehicles or trucks shall be kept, stored or parked overnight on any part of the property for a period of more than twenty-four (24) hours except within an enclosed garage. No boats or trailers, recreational vehicles or unlicensed vehicles may be parked on any part of the property except in an enclosed garage. No maintenance or repair shall be performed upon any boat or motor vehicle except within an area totally isolated from public view.

14. No vehicles, including service vehicles, shall be permitted to park on streets overnight. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services.

15. No Owner shall permit his/her property to be used or maintained as a dumping ground for rubbish. Garbage and rubbish receptacles shall be stored out of view from any other Lot. No garbage or rubbish receptacles are to be left at curbside longer than eighteen (18) hours, and if available to the Owners, rubbish and trash removal should be made at the garage door entrance of each Lot.

16. All electrical conduits and hook-ups shall be kept underground. No overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service, cable or otherwise, will be permitted. All antennas or aerials, if any, must be of the concealed type, except as otherwise permitted herein.

17. No window-mounted air conditioners may be maintained in any home.

18. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in any area exposed to view from any other Lot. No clotheslines are permitted.

19. Firewood is to be stored in such a way that it cannot be seen from the road or from any other Lot.

20. Owners shall be required to install paved driveways within twelve (12) months from the start of home construction, weather permitting.

21. Owners shall be responsible for the installation of a mailbox which shall be of superior quality and consistent with other mailboxes within the Subdivision.

22. Each Owner shall keep and maintain all Lots and improvements owned by him/her in good condition and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and trimming of all trees, hedges, shrubbery and other plantings so that the same are not detrimental to adjoining Lots, obstructive of a view of street traffic or unattractive in appearance

23. No above-ground swimming pools will be permitted.

24. No radio, television or other similar communications towers or antennas, microwave transmitters or receivers or windmills shall be permitted on any Lot or attached to the exterior wall of any home on the Property except as follows: A satellite dish not exceeding twenty four (24) inches in diameter is permitted, and shall not be viewable from the road.

25. No livestock or poultry shall be kept or maintained on any Lot. Up to a total of three common household pets (cats and/or dogs) may be kept per Lot. All animals must be kept on a leash when they are outside the Owner's property lines, and must not be a nuisance to other Owners by barking or other acts. No dog runs are permitted. All household pets must be kept indoors during the overnight hours. Equine animals are permitted if they are kept in accordance with all applicable laws and zoning ordinances.

26. Plans and specifications for all home and landscape design (required), when initially constructed, shall be submitted to the Declarant for written approval **prior** to the issuance of a building permit for architectural compatibility, including all elevations and color combinations, and other building criteria as set forth herein. Declarant's approval shall not be unreasonably delayed.

27. The Declarant provides the following criteria to serve as general guidelines for construction on Lots:

(a) **Flood Plain Restrictions** - There are no regulated floodplains within Ridings of Mendon. However, homes proposed near streams or drainage ways must pay particular attention to proper drainage design.

(b) **Exterior Design** – In evaluating the exterior appearance of a home, the Lot Owner shall consider:

(i) **Architectural Style** – Home designs will have an authentic architectural style and the architect will make every effort to include elements within the home consistent with the style that has been chosen. Acceptable styles include, but are not limited to, Colonial, French, Italian, Greek, Cottage, Tudor. “Transitional,” “Contemporary” and “Eclectic” designs do not meet the style criteria since they commonly encompass more than one, if not several, architectural features which may not be faithful to the stated style. Home designs should also avoid mixing gable and hip roofs and dormers. Exterior masonry stone, stucco and/or wood siding materials should be used consistently with the Styles tradition and must not create a “Façade” feel and should be placed as to carry out exterior details to all views of the residence.

(ii) **Site Utilization** – Relationship of proposed construction to existing natural and man-made features; views from the home and adjacent structures;

effect on the street scape, common open space, neighbors, drives, parking and landscape treatment.

(iii) **Scale** – Relationship of proposed structure to surrounding structures and site size in terms of Lot coverage, height, width and overall visual impact.

(iv) **Massing** – Relationship of the elements of the house to other elements of the house.

(v) **Fenestration** – Relationship of exterior openings (doors, window, etc.) to the solid portions of the design and to one another, compatibility with the design of the home, materials used and the manner in which the fenestration is detailed.

(vi) **Roof Shapes** – The relationship of roof shapes and treatment to overall design concept of the home. No flat deck or built-up roofs will be permitted as any portion of a roof design plan unless its intent and treatment are approved by Declarant. The desired roof pitch is 6/12 minimum. All roofs shall be a minimum of 30 year architectural roof material. Any use of metal roofing materials must be approved by the Declarant as part of the plan approval process.

(vii) **Exterior Materials, Colors and Textures** - Exterior materials and colors are expected to harmonize with the natural surroundings; appropriate colors (i.e. earth tones) and building materials used should be fundamental to the house design. Certain colors, such as pink, purple, bright red, etc. may not be deemed appropriate. Materials which are appropriate to achieve this harmony include bricks and the authentic use of stucco. Non-indigenous materials are to be avoided. Exterior finished materials are expected to be of the highest quality. Architectural grade vinyl or aluminum siding will be permitted. Woods used for siding or trim shall be durable by type and/or treatment. Good quality windows and doors are required. Shutters are appropriate when sized to match window openings and mounted to appear functional..

(viii) **Repetitive Designs** – The massing, basic style, roof line, exterior materials, colors or other features of nearby homes.

(c) **Building Development Standards** – Ranch style homes- 2,400 square feet minimum; Cape style homes- 2,400 square feet minimum; Colonial style homes- 2,700 square feet minimum.

(d) **Service Area** – Areas shall be provided to accommodate air conditioning compressors, garbage cans, the electrical service entrance and other items that by their nature present an unsightly appearance. The service area or areas should be convenient to the utility service of the site and screened from view by an enclosure that is an integral part of the site development plan using materials and colors that are harmonious with the home it serves.

(e) **Off-Street Parking and Driveways**

(i) Garage doors should not be readily visible from the street as much as possible. End loading, rear facing or landscape techniques may be used to obscure the

garage from view. Front loading garages are allowed provided that permission is received in advance from the Declarant as part of the plan approval process. Garage doors are to be closed at all times except when in use. Electric garage door openers must be provided. Garages must provide space for a minimum of two cars.

(ii) All homes will have a defined driveway constructed of asphalt, concrete, brick or other suitable impervious material. Driveways must not be located closer than two (2) feet from a side property line. Driveways should offer off-street parking for at least two automobiles.

(f) **Chimneys** – Chimneys shall be masonry or clad in architectural siding materials. Metal flues, if used, must be detailed so that no material can be seen.

(g) **Fences** – No fences shall be erected or maintained on any Lot (a) closer to the street line than the front wall of the dwelling or garage erected on the Lot (whichever is closer); (b) of an industrial or commercial design or material (including, but not limited to, chain, link or wire mesh); or (c) of a height greater than six (6) feet, if in compliance with the Town of Mendon Code. All Fences shall be an integral part of the landscape plan and character of the homes on the Property. Heights not exceeding three (3) feet in front and six (6) feet in side or rear are permitted, if in compliance with the Town of Mendon Code.

(h) **Lawn/Landscaping Maintenance** – Within 6 months of the issuance of a certificate of occupancy, the landscaping and plantings along the front elevation of each home shall be installed. Lot Owners shall keep their respective lawns, and related landscaping located within their property lines, in a condition consistent with that of the highest standards in the community for which the premises are located. Accordingly, each Lot Owner shall fertilize their lawns at least three (3) times a year; trees, shrubs and the like are to be properly manicured, as well as sprayed by a landscaping company at least twice a year; in the absence of rain, Lot Owners shall keep their lawns and flower beds located on their property properly watered; those portions of lawns abutting driveways, sidewalks, and roadways shall be edged to prevent grass from encroaching on to these improvements. During Spring, Summer and Fall, weather permitting, lawns shall be mowed on a weekly basis; and, during September, October, and November, weather permitting, lawns shall be kept free of leaves on a weekly basis. Furthermore, to the extent practicable, each Lot Owner shall at all times keep lawn free of fallen trees, branches, twigs, leaves, as well as any unsightly debris.

(i) **Landscaping** – Prior to completion of the home, Lot Owners shall, when installing their landscaping, be consistent and harmonious with landscaping throughout the neighborhood (and as approved in advance by Declarant) , in accordance with the following criteria:

(i) **Non-Interference with Easements:** No structure or other materials shall be placed on a Lot which may damage or interfere with the installation and maintenance of utilities or drainage facilities located in the utility easements.

(ii) **Sight Distances:** No tree shall be permitted unless the foliage line is maintained at sufficient height to prevent obstruction of sight line. Trees or other plant

material shall not be permitted to screen views from adjoining Lots. No plant material over three (3) feet in diameter or with less than six (6) feet of clear trunk shall be planted in the area formed by the intersection of the rear and side property lines.

(iii) **Accessory Structures:** Pools, enclosures, HVAC equipment, fences, and sports equipment, and any item attached to the exterior of the home, must be shown on the landscape plan and shall be adequately screened from view from adjacent property.

(iv) **Artificial Plants; Planters:** No artificial vegetation shall be permitted on a Lot outside of the structure thereon. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the evaluation or slope of the surface of a Lot, create erosion or sliding problems, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels.

(v) **Shade Trees:** No less than three (3) shade trees (consisting of large shade tree varieties or medium-sized ornamental or flowering trees) shall be located on each Lot to supplement foundation plantings. The shade trees shall have a mature spread of at least ten (10) feet, depending on the location of the site, proximity to the house and overall design implications. Existing trees may satisfy this requirement. Additional trees may be required for corner Lots, Lots that are considerably larger than average, and Lots with street exposure; variances may also be considered due to the nature of a particular building envelope and its relationship to remaining open space.

(j) **Outdoor Lighting:** Low-intensity, intimate outdoor lighting is encouraged. Special effect or accent lighting of planting is encouraged in moderation. The use of colored lights is strongly discouraged.

(k) **Swimming Pools:** In-ground swimming pools and pool equipment must be designated and sited so as to minimize visibility from other properties.

27. Each Owner shall observe the following pre-construction procedures and shall be responsible for compliance with these procedures by all agents, contractors and other third parties performing work or supplying services at the Lot:

(a) The Owner shall pay for any damages to street, curbs, common areas or adjoining Lots occurring during Lot clearing, house construction or landscaping.

(b) A Building Permit shall be secured from the Town of Mendon Building Department. The Lot Owner shall be responsible for compliance with the grading and elevations as shown on the Recorded Subdivision Map or any grading plans on file with the Town of Mendon.

(c) The Owner shall confirm the availability of all utilities and shall apply to the utility for temporary and permanent electric service and to appropriate municipal agencies for water service and sewer service.

(d) A utility stakeout must be arranged prior to any construction on the Lot and care should be exercised in clearing of the Lot so as to not disturb buried cables, water and sewer lines.

(e) Electric service will be provided from the nearest transformer to the closet point of the building. The cost of any additional electric cable shall be borne by the Owner.

(f) No dumping of any excavated material will be permitted within the Subdivision without express written consent of Declarant. Each Owner shall be responsible for the off-premise disposition of any waste materials.

28. Each Owner shall observe the following procedures during construction and shall be responsible for compliance with these procedures by all agents, contractors and other third parties performing work or supplying services at the Lot:

(a) All damages to curbs, streets and common areas as a result of construction shall be repaired promptly;

(b) No trees shall be removed from the site other than those approved by the Declarant. All other trees shall be protected from equipment damage and/or filling. Protective barriers or bulk heading are to be used where necessary to avoid disturbance within drip line;

(c) Adjoining properties shall not be used for access to the site or for storage of materials without written permission of the adjacent owner;

(d) Construction materials must be stored on an inconspicuous area of the site. The site shall be kept clear and free of construction debris, surplus material, trash wrappers, etc. at all times during construction. A trash container must be maintained on each site for the disposal of trash and litter;

(e) Septic, water, electric, TV and telephone services to the home shall be installed and located prior to the construction of paved drives and walks;

(f) A portable toilet shall be provided at each site.

29. Each Owner shall observe the following procedures following completion of construction and shall be responsible for compliance with these procedures by all agents, contractors and other third parties performing work or supplying services at Lot:

(a) Removing all building debris from the site and surrounding area;

(b) Removing contractor's signs;

(c) Removing the temporary electric service electrical pole.

30. The above restrictions shall not apply to Declarant.

31. No such Lot shall be divided or re-subdivided into any Lot smaller than that shown on the Subdivision map for the purpose of creating an additional building Lot, provided, however, that nothing herein shall prevent re-subdivision for the purpose of adjusting Lot boundaries so long as no additional building Lots are so created.

32. The above restrictions shall not be construed to permit any action or thing prohibited by applicable zoning ordinances or building codes or any laws, rules or regulations or any governmental authority or by specific restrictions of record. In the event of any conflict, the most restrictive provisions of such laws, ordinances, codes, rules and/or regulations of record or other restrictions shall be controlling. There is no obligation on the Declarant to bring any action to enforce the provisions of the Declaration.

33. The provisions of this Declaration shall run with and bind the Property, and shall inure to the benefit of the Declarant, the Owners and their respective heir, successors and assigns, for a term of fifteen (15) years from the date this Declaration is recorded in the Monroe County Clerk's Office, after which time they shall be automatically extended for successive periods of ten (10) years.

34. Enforcement of these covenants and restrictions may be brought by any Owner, and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain such violation or to recover damages. The prevailing party shall be entitled to collect all costs incurred in connection with such action, including reasonable attorney's fees. The failure of any Lot Owner to enforce any provision of this Declaration shall in no way be construed as a waiver of the right to do so thereafter as to the same or a similar violation occurring prior or subsequent thereto.

35. While any Lots are owned by Declarant, this Declaration and any of the aforementioned covenants and restrictions, or any part of the same, may be waived, altered or cancelled by Declarant at any time and from time to time by the execution and recordation of any instrument executed by Declarant, without obtaining the consent of Owners who may already own a Lot in the Subdivision. After that time, this Declaration may be amended by an instrument signed by not less than seventy five percent (75%) of the Owners of all Lots on the Property, and any such amendment shall become effective only when recorded in the Monroe County Clerk's Office.

36. Effective Date. The aforementioned covenants and restrictions shall become effective upon their recordation in the Monroe County Clerk's Office.

37. Severability. Invalidation of any one or more of the above covenants or restrictions by judgment or court order shall in no way affect the validity of the remaining covenants and restrictions, all of which shall remain in full force and effect.

In Witness hereof, Declarant has executed this Declaration.

MENDON LLC

BY: _____

_____, Manager

STATE OF NEW YORK)

COUNTY OF)

On the _____ day of January, 2013 before me, personally appeared _____, 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