

MONROE COUNTY CLERK'S OFFICE

ROCHESTER, NY

Receipt # 206470

Index DEEDS

Book 10766 Page 279

No. Pages : 22

Instrument DECLARATION OF CONDITIONS
COVENANTS RESTRICTIONS

Date : 07/13/2009

Time : 09:31:58AM

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Ref 1 #

Employee : JoanM

Return To:
BOX 18 1/2

HOMESTEAD NY PROPERTIES INC
BRANDON WOODS HOMEOWNERS ASSOCIATION INC

COUNTY FEE NUMBER PAGES	\$	66.00
COUNTY FEE RECORDING	\$	8.00
COUNTY FEE TP584	\$	5.00
STATE FEE CULTURAL EDUCATION	\$	14.25
STATE FEE RECORDS MANAGEMENT	\$	4.75
STATE FEE TRANSFER TAX	\$	0.00

Total \$ 98.00

State of New York

MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

TRANSFER AMT

\$1.00

CHERYL DINOLFO
MONROE COUNTY CLERK



**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by **HOMESTEAD NY PROPERTIES, INC.**, a New York corporation with offices located at 10 Slayton Avenue, Spencerport, New York, 14559 (the "Declarant").

WHEREAS, Declarant is the owner of certain real property in the Town of Sweden, County of Monroe and State of New York, as more particularly described in Exhibit A attached, and as shown on a subdivision map filed in the Monroe County Clerk's Office in Liber 333 of Maps at page 91 (the "Map");

WHEREAS, Declarant wishes to provide for the preservation of the values in this age restricted community and for the maintenance of the buildings and areas of common use, and desires to subject the real property as shown on the Map to the Covenants, Conditions, Easements and Restrictions herein set forth, which are for the benefit of the property and each Owner of a home therein;

WHEREAS, the Declarant has deemed it desirable for the preservation of the values and amenities in this age restricted community to create an association to which should be delegated the power to maintain and administer the property, with the power to enforce the Declaration of Covenants, Conditions, Easements and Restrictions herein and to collect and disburse the assessments and charges hereinafter created (the "Declaration"); and

WHEREAS, Brandon Woods Homeowners Association, Inc. has been formed for the purpose of carrying out and enforcing the terms of the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the properties described on Map 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**

Section 1. "Association" shall mean and refer to Brandon Woods Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any dwelling 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.

Section 3. "Properties" shall mean and refer to that certain real property herein described.

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MONROE COUNTY CLERK

RECORDED

Section 4. "Common Area" shall mean all real property owned by the Owners and/or the Association, subject to easements for the common use and enjoyment of the Owners

Section 5. 'Lot' shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the property.

Section 6. "Declarant" shall mean and refer to HOMESTEAD NY PROPERTIES, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the common area, including any necessary rights of ingress and egress to the 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 to dedicate or transfer all or any part of 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 75% of each class of members and their mortgagees, agreeing to such dedication or transfer, has been recorded.

B. 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.

C. The right of invitees and business visitors of any Owner to ingress and egress over those portions of the common areas that lie within the dedicated road.

ARTICLE III EASEMENTS

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

Section 2. 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 and egress, installation, replacement, repair and maintenance of all lawns, driveways, roofs, siding, and utilities, including but not limited to water, waste water, surface water, gas, telephones, electricity, cable television and a master television 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 underground electrical or telephone wires and conduits, waste water, surface water and other water lines, on, above or below any land owned by an Owner.

An easement is hereby reserved to Declarant to enter the Lots during the period of development and sale of 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.

Section 3. Easements for Encroachments. Each Lot, and the property included in the common area, shall be subject to an easement for encroachments created by construction, settling and overhangs for all buildings constructed by Declarant, a valid easement for said encroachments, and for the maintenance of same, shall and does exist so long as such encroachments exist.

Section 4. Easements for Utilities and Conservation Areas. Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the properties. Declarant establishes conservation easements over the property described in Exhibit B attached.

ARTICLE IV – MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment 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 for a Lot determine, but in no event shall more than one vote be cast with respect to any Lot, nor shall any member be entitled to more than one vote regardless of the number of Lots Owned by that member.

Class B. The Class B members shall be the Declarant, its successors or assigns, and shall be entitled to one vote per Lot 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 within the subdivision have been transferred, or five 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 after all Lots have been transferred or five years after the first Lot is transferred, whichever occurs first.

ARTICLE V
COVENANT FOR ANNUAL OR SPECIAL ASSESSMENT

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

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively (1) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the areas of common use for the benefit of its members, their guests, tenants and invitees; and (2) to maintain, repair, reconstruct, replace and preserve, on a non-profit basis, the Lot and the improvements constructed thereon, for the purpose of preserving the exterior appearance and configuration of the Lots, including, but not limited to, foundations, all exterior (outside) walls, including window casements (excluding, nevertheless, all glass replacements or breakage and window screens and excluding window cleaning), exterior chimney and exterior doors (excluding, nevertheless, storm and screen doors), roof and roof members, fascia and exterior trim, gutters and down spouts, fences, patios, driveways, walks, trees, shrubs and grasses and other exterior improvements. Except for the structural portion of the exterior walls and roof members, there shall be no obligation on the part of the Association to maintain, repair, reconstruct, replace or preserve any part of the interior of any Lot or any fixtures or mechanical system (including but not limited to heating, including chimney, lighting, plumbing, air conditioning) for any Owner.

Section 3. Date of Commencement of Annual Assessments and Due Dates. The assessments provided for herein shall be fixed from time to time, but at least annually, and shall commence as to all Lots on the 1st day of the month following the recording of this Declaration, and shall be prorated on the

basis of the Estimated Budget for the first year, published in the Offering Plan or CPS-7, according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of subsequent assessments from time to time, but at least annually, for each Lot, at least 30 days in advance of annual assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the Owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer, or the Managing Agent, if any, of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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

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

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

Section 7. Effect of Non-Payment of Assessment and Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 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 lieu 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/her 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. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the areas of common use, abandonment of his Lot, or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 8. Subordination of the Association Lien to First Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgage, or by deed in lieu of foreclosure, given as above provided, shall extinguish the lien of such assessments as to payments which were due prior to the foreclosure sale and transfer. No foreclosure sale or transfer shall relieve such Lot Owner from liability for any assessments thereafter becoming due or relieve the Lot from the lien thereof.

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

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

Section 11. Payments by Declarant. In spite of any provision to the contrary in this Article V, the Declarant shall not be liable for the payment of common charges for any unsold Lots owned by it, unless and until said Lots are improved by completed homes. For purposes of this section, a completed home shall be a Lot for which a Certificate of Occupancy has been issued by the Town of Sweden. The Declarant shall, however, contribute to the Association the 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. Similarly the Declarant shall not be obligated to make any capital contribution except for the Lots on which homes have been completed and are retained by Declarant.

ARTICLE VI
EXTERIOR MAINTENANCE

Section 1. Common Area Maintenance. The Association shall repair and maintain the areas of common use, including the driveways and all landscaped areas and also maintain, repair and replace all pipes, wires and conduits located in the areas of common use for which a utility company or other entity is not responsible. The Association shall also be responsible for maintenance of all shrubbery and other plants installed by the Association.

Section 2. Exterior Building Maintenance. In addition to the maintenance of the areas of common use, the Association shall provide exterior maintenance upon each building as follows: paint, stain, repair, replace and protect roofs, gutters, down spouts, exterior building surfaces and other exterior improvements, including snow plowing of the driveways and sidewalks. Such exterior maintenance shall not include any patios, decks, glass surfaces, doors, screen or screen doors. The Owner shall be individually responsible for the watering of the lawn and shrubbery surrounding his/her individual Lot.

Section 3. Repairs and Maintenance Which Are Not the Responsibility of the Association. Any maintenance, repair or replacement necessary to preserve the appearance and value of the property but which is occasioned by a negligent or willful act or omission of an Owner (including any family member, guest or invitee of the Owner or the Declarant), shall be made at the cost and expense of such Owner or the Declarant, as the case may be. If such repair or replacement is performed by the Association, it shall not be regarded as a common expense, but rather shall be considered an expense attributable to the specific Lot and such cost shall be added to the Owner's assessment and shall constitute a lien on the Lot to secure the payment thereof. Maintenance of the Lot and the home thereon shall not be provided by the Association, and shall be the responsibility of the Lot Owner.

ARTICLE VII
OWNERSHIP AND OCCUPANCY OF HOMES

Section 1. Ownership Restriction. Ownership of homes in this project shall be restricted to the Declarant or Owners, 80% of which must be 55 years of age or older at the time they take title to a home. If more than one individual holds title to the home, at least one of those individuals must be at least 55 years of age, subject to the 80% requirement for the subdivision. Persons under 12 years of age may not be residents of the homes in this project. Visitors to the Owners who are under 12 years of age shall not be permitted to visit the Owners for more that a period of 10 consecutive days in any one year.

Section 2. Renting of Homes. Homes in this project may not be rented to anyone under 55 years of age. In the event of a rental to an individual or individuals at least 55 years of age, such rental must be for a minimum period in excess of 30 days. Pursuant to a rental agreement with the Owner, any

member of a tenant's family shall not be younger than 12 years of age. A resident who is between 12 and 55 years of age and who resides in the home of the tenant must be an immediate family member (son or daughter, brother or sister) of the tenant, who is at least 55 years of age.

ARTICLE VIII ALTERATION OF LOTS AND USE OF PROPERTY

Section 1. Alteration to Improvements. Once initially constructed improvements have been completed on a Lot, no exterior alteration, addition or modification to these improvements may be made by an Owner or his/her successor without first obtaining the prior written approval of the Board of Directors which, in its discretion, may require such reasonable plans and specifications before reviewing any such request for alteration.

Section 2. Advertising and Signs. Except for signs erected by, or the permission of, the Declarant in connection with the initial development, lease or sale of Lots, no political or additional sign or other advertising device of any nature shall be placed for display to the public on any Lot or other portion of the property, except temporary signs placed in building windows advertising property for sale or rent.

Section 3. Pets. No animals, reptiles and/or insects of any kind shall be raised, bred or kept in any dwelling or on any Lot except for two household pets, unless prior written consent is obtained from the Board of Directors. Neither pet can weigh more than 25 pounds unless prior written consent is obtained from the Board of Directors. No Owner or resident shall allow any pet to roam free on the areas of common use. Pets on the areas of common use shall be on leash and accompanied by an adult. Owners shall be responsible for picking up after pets.

Section 4. Plantings, Screening and Fences. Any plantings, fence enclosures or walls initially developed on a Lot or other portion of the property shall not be removed or replaced with other than a similar type of planting, fence or wall except with the permission of the Board of Directors (or the Architectural Committee, if one has been appointed). Except for the foregoing, no fence, wall or planting of any kind shall be planted, installed or erected upon a Lot or other portion of the property unless approved by the Board of Directors (or the Architectural Committee if one has been appointed). Notwithstanding the foregoing, no fence, wall or planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 5. Garbage and Refuse Disposal. Except for building materials during the course of construction, or repair of any approved improvements, no lumber, metals, bulk materials, wood piles, 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. All such Trash shall be kept within the garage or

in the Owner's home. Trash containers may be placed in the open within 24 hours of a scheduled pick-up, at such place designated by the Board of Directors (or the Architectural Committee) so as to provide access to persons making such pick-up. The Board of Directors (or the Architectural Committee) may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the property.

Section 6. No Above Surface Utilities Without Approval. Except for electric transformers and connecting terminals, no facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the property without the prior written approval of the Board of Directors (or the Architectural Committee).

Section 7. 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 electromagnetic 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.

Section 8. Dwelling in Other Than Residential Lots. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage or building in the course of construction, or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the property except with the consent of the Board of Directors.

Section 9. Television and Radio Antennas. No outside television or radio antennas, nor any satellite dish, shall be erected on any Lot or other portion of the property, except satellite receivers not exceeding 18" in diameter, which must be approved by the Board of Directors of the Association.

Section 10. Residential Use Only. Except as provided in Section 11 below, the property shall be used only for single-family residential purposes and purposes incidental and accessory thereof except that so long as the Declarant holds for sale any Lot or dwelling on the property, the Declarant may use one or more Lots or other portions of the property for model homes and/or a real estate office.

Section 11. Commercial and Professional Activity on Property. 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 property, except (i) by the Declarant in conjunction with the initial construction, development, lease and sale of Lots and (ii) the conducting of business by

telephone or electronic means. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

Section 12. Outside Storage. Outside storage of boats, trailers and recreational vehicles are allowed for no more than 5 consecutive days or 20 days in any 12 month period.

Section 13. Outdoor Repair Work. With respect to a Lot or other portion of the property to which title has been transferred by the Declarant, no work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on the property, except with the consent of the Board of Directors.

Section 14. Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted within the property unless authorized by the Board of Directors or the Architectural Committee.

Section 15. Air Conditioners. No Lot Owner shall install or permit to be installed any-mounted or through-the-wall mounted air conditioning Lot in a dwelling.

Section 16. Basketball Backboards. No basketball backboards and nets shall be installed or permitted to be installed anywhere on the property. No toys, bicycles, wagons, etc. shall be allowed to remain outside overnight.

Section 17. No change of exterior line, color or grade without the prior written permission of the Board of Directors.

Section 18. No change in landscaping is permitted without the prior written permission of the Board of Directors.

Section 19. No exterior decks and/or patios are permitted without the prior written permission of the Board of Directors.

Section 20. No in ground or above ground pools shall be permitted any where on the properties.

Section 21. Installation of any flag poles shall be in the front yard of the residence and shall be a minimum of 20 feet in height and a maximum of 22 feet. The butt diameter shall be no more than 3.75 inches and no less than 3 inches in diameter; the pole will proportionately taper to two inches at the top. All poles must be constructed of aluminum with a satin aluminum finish, or of fiber glass with a white finish, and shall be topped with a gold ball. An American flag, three by five feet, shall be the only flag flown, according to proper American flag etiquette. No worn or tattered flags will be permitted. If the flag is lighted, it shall be done so in such a manner so as not to create a nuisance. The light shall be directed upward and be of an appropriate wattage so as not to spill over on to the surrounding area.

Section 22. Gardens – A flower and/or vegetable garden shall be allowed in the rear of the residence no more than thirty feet from the rear of the dwelling. Gardens shall not exceed eight feet in width and sixteen feet in length and shall not extend past the extended sidewall of the dwelling. No plants shall be planted that will exceed three feet in height and no plants shall be planted that will emit an

unpleasant odor. All plants shall be removed at the end of the growing season. The garden must be well maintained at all times. If a garden is abandoned or remains unmaintained for more than 30 days, it shall be returned to a properly planted grass lawn by the owner of the dwelling at no expense to the Association.

ARTICLE IX INSURANCE

Section 1. Liability Insurance. Subject to the provisions of this Article, the Association shall obtain and keep in full force and effect a policy of general liability insurance on the areas of common use. The premium for this insurance shall be billed to the Association and the cost thereof shall be included in the annual assessment to the Owners.

Section 2. Other Insurance. Each Owner shall obtain insurance, at his/her own expense, insuring his/her residence and all other insurable improvements upon his/her Lot in an amount equal to the maximum insurable replacement value. The Board of Directors shall have no responsibility to maintain insurance of any kind on individual residential Lots.

The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time, including ‘umbrella’ catastrophe coverage.

The Board of Directors should also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent and each Lot Owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Section 3. No Liability for Failure to Obtain Above Coverage. The Board of Directors shall not be liable for failure to obtain any of the coverage required by this section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is so available only at demonstrably unreasonable cost.

Section 4. Deductible. The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense if the loss involves property for which the Association has maintenance responsibility, provided, however, that the Board of Directors of the Association may assess any deductible amount necessitated by the gross negligence or wantonly malicious act of an Owner against such Owner. The Association may pay the deductible portion for which such Owner is responsible, and the amount so paid, together with interests and costs of collection (including attorney’s fees), shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner and shall be collectible in the same manner as assessments under Article VI of this Declaration.

ARTICLE XI
GENERAL PROVISIONS

Section 1. 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 an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 30 year period by an instrument signed by not less than 80% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded. Declarant reserves the right to further amend the Declaration until such time as the control of the Association is transferred to the Owners.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either in 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 this 22 day of August, 2008.

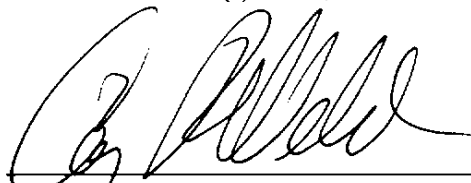
HOMESTEAD NY PROPERTIES, INC.

By: 

Jack W. Hassall, President

STATE OF NEW YORK)
COUNTY OF MONROE)

On the 22 day of August, 2008, before me, the undersigned, a notary public in and for said State, personally appeared Jack W. Hassall, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

Craig R. Welch

Notary Public, State of New York
Qualified in Monroe County
Commission Expires 10/3/09

EXHIBIT A

Legal Description
Lot 2 The Villas at Brandon Woods

All that tract or parcel of land situate in the Town of Sweden, County of Monroe and the State of New York, being part of Lot 14, Section 7, Township 3 of the Triangular Tract, and more particularly described as follows:

Commencing at the northwest corner of lands conveyed to Jack W. Hassall as recorded in liber 9420 of deeds page 287, said point also being the southwest corner of Wal-Mart Stores East #199, thence; Easterly along the south line of Wal-Mart Stores East on a line bearing N 89°59'16" E, a distance of 595.66 feet, to northwest corner of lot 2 of The Villas at Brandon Woods Section one final, said point being the point of beginning, thence;

1. Continuing easterly along the south line of Wal Mart Stores East #199, on a bearing of N 89°59'16" E, a distance of 613.09 feet to a point, said point being on the west line of the Highlands at Brandon Woods Subdivision, thence;
2. Southerly along the west line of the Highlands at Brandon Woods Subdivision on a bearing of S 00°03'04" W, a distance of 190.04 feet to a point, said point being on the north line of the proposed sixty foot right of way to be known as Wood Trace, thence;
3. Westerly on a line bearing N 89°55'54" W, a distance of 71.09 feet, to a point of curvature, thence;
4. Westerly and southwesterly on a curve turning to the left with an arc length of 152.39 feet, having a radius of 280.00 feet, a central angle of 31°10'56", to a point of reverse curvature, thence;
5. Northwesterly on a curve turning to the right with an arc length of 41.44 feet, having a radius of 30.00 feet, a central angle of 79°09'06", to a point of reverse curvature, said point also being on the northeast line of Nathaniel Poole Trail, thence;
6. Northwesterly on a curve turning to the left with an arc length of 234.81 feet, having a radius of 280.00', with a central angle of 48°02'58", to a point of tangency, thence;
7. Westerly on a line bearing S 89°59'18" W, a distance of 150.77 feet, to a point, thence;
8. Northerly on a bearing of N 00°00'54" E, a distance of 131.73 feet to a point, said point being the true point and place of beginning.

Intending to describe lot 2, as shown on the plat of section 1 final of The Villas at Brandon Woods, prepared by Schultz Associates and filed with the Monroe County Clerks Office in liber 333 of maps, page 91, being a portion of the lands conveyed to Jack W. Hassall in liber 9420 of deeds page 287.

Property: Nathaniel Poole trail
Wood Trail
SCHEDULE "A"

Legal Description
Lot 3 The Villas at Brandon Woods

All that tract or parcel of land situate in the Town of Sweden, County of Monroe and the State of New York, being part of Lots 13 and 14, Section 7, Township 3 of the Triangular Tract, and more particularly described as follows:

Beginning at the northwest corner of lot 3 of The Villas at Brandon Woods Section One – Final, said point being 1.91 feet east of a point of curvature on the proposed south line of Nathaniel Poole Trail, thence;

1. Easterly along the south line of said Nathaniel Poole Trail on a line bearing N 89°59'18" E, a distance of 220.76 feet, to a point of curvature, thence;
2. Southeasterly on a curve turning to the right with an arc length of 185.25 feet, having a radius of 220.00', with a central angle of 48°14'47", to a point of compound curvature, thence;
3. Southeasterly and southerly on a curve turning to the right with an arc length of 41.01', having a radius of 30.00 feet, a central angle of 78°19'51", to a point of reverse curvature, said point also being on the northwest line of Wood Trace, thence;
4. Southwesterly along the northwest line of Wood Trace on a curve turning to the left with an arc length of 37.02 feet, having a radius of 280.00', with a central angle of 07°34'28", to a point of tangency, thence;
5. Continuing southwesterly on a line bearing S 28°59'28" W, a distance of 242.03 feet, to a point of curvature, thence;
6. Continuing southwesterly on a curve turning to the right with an arc length of 94.96', having a radius of 470.00 feet, a central angle of 11°34'33", to a point, said point being on the southwesterly line of section 1 of the Villas at Brandon Woods, thence;
7. Northwesterly on a bearing of N 50°19'28" W, a distance of 155.06 feet to a point, thence;
8. West on a line bearing N 90°00'00" W, a distance of 75.80 feet to the southeasterly corner of lot 1, thence;
9. Northerly on a bearing of N 00°00' 44" W, a distance of 332.94 feet to a point, said point being the true point and place of beginning.

Intending to describe lot 3, as shown on the plat of section 1 final of The Villas at Brandon Woods, prepared by Schultz Associates and filed with the Monroe County Clerks Office in liber 333 of maps, page 91, being a portion of the lands conveyed to Jack W. Hassall in liber 9420 of deeds page 287.

Legal Description
Lot 4 The Villas at Brandon Woods

All that tract or parcel of land situate in the Town of Sweden, County of Monroe and the State of New York, being part of Lots 13 and 14, Section 7, Township 3 of the Triangular Tract, and more particularly described as follows:

Commencing at point at the northeast corner of lands conveyed to Jack W. Hassall, as recorded in liber 9420 of deeds page 287, also being the southeast corner of Wal-Mart Stores East #199, and the west line of the Highlands at Brandon Woods Subdivision, thence; Southerly along the west line of the Highlands at Brandon Woods Subdivision on a bearing of S 00°03'04" W, a distance of 250.04 feet to a point, said point being on the south line of the proposed sixty foot right of way to be known as Wood Trace, said point being the point and place of beginning of this description, thence;

1. Continuing southerly along the west line of the Highlands at Brandon Woods Subdivision on a bearing of S 00°03'04" W, a distance of 600.18 feet to a point, thence;
2. Westerly on a bearing of N 89°55'54" W, a distance of 214.49 feet to a point, thence;
3. Northwesterly on a bearing of N 50°19'28" W, a distance of 294.22 feet to a point, said point being on the south line of the proposed sixty foot right of way to be known as Wood Trace, thence
4. Northeasterly on a curve turning to the left with an arc length of 106.15 feet, having a radius of 530.00', with a central angle of 11°28'30", a chord bearing of N 34°43'34" E, a chord distance of 105.97 feet, to a point of tangency, thence;
5. Continuing northeasterly on a line bearing N 28°59'28" E, a distance of 242.03 feet, to a point of curvature, thence;
6. Northeasterly and easterly on a curve turning to the right with an arc length of 234.52', having a radius of 220.00 feet, a central angle of 61°04'38", to a point of tangency, thence;
7. Easterly on a line bearing N 89°55'54" E, a distance of 71.11 feet, to a point on the west line of the Highlands at Brandon Woods Subdivision, Section 1, said point being the true point and place of beginning.

Intending to describe lot 4, as shown on the plat of section 1 final of The Villas at Brandon Woods, prepared by Schultz Associates and filed with the Monroe County Clerks Office in liber 333 of maps, page 91, being a portion of the lands conveyed to Jack W. Hassall in liber 9420 of deeds page 287.

EXHIBIT B

Legal Description
Conservation Easement "A"
Lot 2 The Villas at Brandon Woods

All that tract or parcel of land situate in the Town of Sweden, County of Monroe and the State of New York, being part of Lot 14, Section 7, Township 3 of the Triangular Tract, and more particularly described as follows:

Beginning at a point at the northeast corner of lands conveyed to Jack W. Hassall, as recorded in liber 9420 of deeds page 287, the southeast corner of Wal-Mart Stores East #199, and the west line of the Highlands at Brandon Woods Subdivision, also being the northeast corner of lot 2 of The Villas at Brandon Woods section one, thence;

1. Southerly along the west line of the Highlands at Brandon Woods Subdivision on a bearing of S 00°03'04" W, a distance of 84.17 feet to a point, thence;
2. Westerly on a line bearing S 89°50'40" W, a distance of 152.70 feet, to a point, thence;
3. Northwesterly on a line bearing N 78°12'12" W, a distance of 413.17 feet, to a point on the south line of Wal-Mart Stores East #199, thence;
4. Easterly along the south line of Wal-Mart Stores East #199, on a bearing of N 89°59'16" E, a distance of 557.22 feet to a point, said point being the true point and place of beginning.

Intending to describe conservation easement "A" over a portion of lot 2, containing 0.688+/- acres and shown on the plat of section 1 final of The Villas at Brandon Woods, prepared by Schultz Associates and filed with the Monroe County Clerks Office in liber 333 of maps, page 91, being a portion of the lands conveyed to Jack W. Hassall in liber 9420 of deeds page 287.

Legal Description
Conservation Easement "B"
Lot 3 The Villas at Brandon Woods

All that tract or parcel of land situate in the Town of Sweden, County of Monroe and the State of New York, being part of Lots 13 and 14, Section 7, Township 3 of the Triangular Tract, and more particularly described as follows:

Commencing at the northwest corner of lot 3 of The Villas at Brandon Woods section one – final, thence; Southerly along the west line of lot 3 on a bearing of S 00°00' 44" E, a distance 132.33 feet to a point, said point being the point and place of beginning of this description, thence;

1. Easterly on a line bearing S 88°26'53" E, a distance of 175.94 feet, to a point, thence;
2. Southeasterly on a line bearing S 28°08'01" E, a distance of 37.86 feet, to a point, thence;
3. Southwesterly on a line bearing S 31°18' 05" W, a distance of 182.25 feet, to a point, thence;
4. Continuing southwesterly on a line bearing S 48°52'47" W, a distance of 20.26 feet, to a point, thence;
5. Northwesterly on a bearing of N 50°19'28" W, a distance of 10.31 feet to a point, thence;
6. West on a line bearing N 90°00'00" W, a distance of 75.80 feet to the southeasterly corner of lot 1, thence;
7. Northerly on a bearing of N 00°00' 44" W, a distance of 200.61 feet to a point, said point being the true point and place of beginning.

Intending to describe conservation easement "B" over a portion of lot 3, containing 0.690+/- acres and shown on the plat of section 1 final of The Villas at Brandon Woods, prepared by Schultz Associates and filed with the Monroe County Clerks Office in liber 333 of maps, page 91, being a portion of the lands conveyed to Jack W. Hassall in liber 9420 of deeds page 287.

**Legal Description
Conservation Easement "C"
Lot 4 The Villas at Brandon Woods**

All that tract or parcel of land situate in the Town of Sweden, County of Monroe and the State of New York, being part of Lots 13 and 14, Section 7, Township 3 of the Triangular Tract, and more particularly described as follows:

Commencing at a point at the northeast corner of lands conveyed to Jack W. Hassall, as recorded in liber 9420 of deeds page 287, also being the southeast corner of Wal-Mart Stores East #199, and the west line of the Highlands at Brandon Woods Subdivision, thence; Southerly along the west line of the Highlands at Brandon Woods Subdivision on a bearing of S 00°03'04" W, a distance of 351.67 feet to a point, said point being the point and place of beginning of this description, thence;

1. Continuing southerly along the west line of the Highlands at Brandon Woods Subdivision on a bearing of S 00°03'04" W, a distance of 498.55 feet to a point, thence;
2. Westerly on a line bearing of N 89°55'54" W, a distance of 214.49 feet to a point, thence;
3. Northwesterly on a line bearing of N 50°19'28" W, a distance of 171.46 feet to a point, thence;
4. Northeasterly on a line bearing of N 39°05'48" E, a distance of 179.51 feet to a point, thence;
5. Northeasterly on a line bearing N 29°35'12" E, a distance of 241.34 feet, to a point, thence;
6. Northeasterly on a line bearing of N 52°40'07" E, a distance of 65.48 feet to a point, thence;
7. Easterly on a line bearing S 89°55'54" E, a distance of 62.47 feet, to a point on the west line of the Highlands at Brandon Woods Subdivision, Section 1, and the true point and place of beginning.

Intending to describe conservation easement "C" over a portion of lot 4, containing 2.552+/- acres and shown on the plat of section 1 final of The Villas at Brandon Woods, prepared by Schultz Associates and filed with the Monroe County Clerks Office in liber 333 of maps, page 91, being a portion of the lands conveyed to Jack W. Hassall in liber 9420 of deeds page 287.