

## DECLARATION OF PROTECTIVE COVENANTS

\_\_\_\_\_ LLC, a New York limited liability company, hereinafter referred to as “the Owner.”

WHEREAS, the Owner is the owner of the real property hereinafter described as lots 1 thru 19 of the Lakewood Custom Homes Subdivision and lots 20 thru 31 of the Sunset Ridge Estates Subdivision, as shown on a subdivision map filed in the Ontario County Clerk’s Office in Liber \_\_\_\_\_ of Maps at pages \_\_\_\_\_, and

WHEREAS, the Owner desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities, and, to this end, desires to subject the real property described above to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Owner has deemed it desirable, for the efficient preservation of the values and amenities in said community; and

WHEREAS, the Owner is desirous of having the following restrictions run with the land:

1. All lots within the premises shall be used for single-family residential purposes only and for no other purposes.
2. No lot shall be divided unto any lot smaller than that shown on the above-referenced subdivision map, for purposes of creating another building lot. Nothing shall prohibit re-subdivision of lots altering lot lines if additional lots are not created.
3. All plans and construction must conform with the approved site plan and the approved grading plan. Any proposed alterations must be approved by the Town of Canandaigua.
4. In accordance with the grading plan, walkout basements may not be constructed on lots: 3, 6, 8, 9, 10, 11, 12, 13, 17, and 18.
5. **Prohibition on “clear cutting”:** there shall be no “clear cutting” of trees, excluding scrub/brush, except as necessary for the footprint of the home, related utilities and ingress/egress (the “Building Area”). Efforts shall be made to keep any pre-existing north American hardwood species with a diameter of 6” or greater (a “Significant Tree”) outside of the Building Area. In the event that a lot owner removes a Significant Tree outside of the Building Area, he shall replace it with a similar quality and type of tree elsewhere on the lot.
6. Homes may not be constructed with highly reflective building materials or devices which have the effect of intensifying reflected light, such as Scotchlite, Dayglo, glass beads and luminous paint.
7. No motor vehicles not currently registered and licensed, no boat, trailer, camper, mobile home, commercial or recreational vehicle may be store or parked on any portion of the property unless stored in a closed garage.
8. No equipment or supplies of any kind may be stored on the premises except in a closed garage.
9. No animals of any kind shall be raised, bred or kept in any dwelling or lot except that dogs, cats or other domesticated household animals may be kept inside the dwelling provided that they are not kept, bred or maintained for commercial purposes.

10. No Radio, television, or similar tower or antennae shall be erected on any lot or attached to the exterior wall of any building.
11. All plans and construction are subject to the architectural review and approval of the Owner, in its sole discretion.
12. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, until \_\_\_\_\_, 2032, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots in the subdivision, it is agreed to change the said covenants and restrictions in whole or in part.
13. If any owner of lots in this subdivision shall violate or attempt to violate any of the covenants or restrictions herein contained, or as amended in accordance with the provisions hereof, it shall be lawful for any other person or persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity (including an injunction or damages) against the person or persons violating or attempting to violate any such covenants or restrictions. In addition, the Town of Canandaigua shall have authority to require the Homeowner's Association to take action against any lot owner not in conformance with these provisions.
14. Invalidity of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS HEREOF, the Owner has caused its company seal and their hands to be hereunto affixed and those present to be signed by its authorized member this \_\_\_\_ day of \_\_\_\_\_, 2022.