

DECLARATION OF RESTRICTIVE COVENANTS

NOW, WHEREAS, Declarant is the owner of Lot Numbers 123, 124 and 169-193 inclusive, of Lakewood Meadows, Section 6 located in the Town of Canandaigua, County of Ontario and State of New York, as shown on a map thereof made by BME Associates, and filed in the Ontario County Clerk's Office as Map No. 39327.

WHEREAS, Declarant desires to impose Uniform Restrictions on the use of said lots for the benefit of all present and future lot owners;

THEREFORE, and in furtherance thereof, Declarant does hereby establish the following restrictions which shall apply to all lots set forth above unless otherwise provided for below:

1. No fences shall be erected closer to any street or right of way than the location of the house on the lot.
2. (a) No external radio or T.V. antennas, excluding satellite receivers 18 inches or less in diameter, shall be placed on any lot or building thereon.
(b) No above-ground pools and/or accessory structure shall be placed on any lot.
3. No mail box or supporting post shall be changed, altered or replaced in any way which varies from the original installation.
4. No two homes of identical elevation may be placed next to each other. Any private garage erected on any lot shall be attached to and form an integral part of the main structure.
5. All building set backs must comply with each individual set back line designated on the final subdivision map of Section 6 prepared by BME Associates, to be filed in the Ontario County Clerk's Office.
6. All lots shall be improved with a blacktop driveway.
7. All lots are to be fine graded, with top soil as needed and hydro-seeded.
8. No commercial registered vehicles, except pickup trucks shall be parked on the property or driveways.
9. No motorized off-road vehicle shall be operated on any lot or land, including, but not limited to snowmobiles, trail bikes, motorcycles and any and all other all terrain vehicles.
10. No trade or commerce of any kind or nature shall be carried on, on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No poultry or animals shall be kept on any lot, except that dogs and cats may be kept as pets but not in numbers which would be unusual on residential property of the same class.
11. (a) No shack, barn, storage shed or other out-building shall be erected on any lot.
(b) No trailer, tent or any structure of a temporary character shall be used as a residence.

Remission, before
183 East Main St.
Canandaigua, NY 14604

12. No unused building material, junk or rubbish shall be placed or left exposed on any lot land, except during actual building operations.

13. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for the improvements for which a public authority or utility company is responsible.

14. No boat, jet ski, trailer, tent camper, travel trailer, motor home, snowmobile, ATV or recreational vehicle of any kind, whether self-propelled or not, shall be parked, or stored at any time on any portion of any lot.

The Restrictive Covenants contained herein shall run with the land and shall be binding upon all subsequent grantees, their heirs, legal representatives, successor and assigns, for a period of thirty (30) years from the date of recording of this instrument after which they shall be automatically extended for successive periods of ten years.

Enforcement of the Restrictive Covenants contained herein shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation, compel compliance or to recover damages.

Dated: 11-6-06

G&J Morrell, Inc.

By 

Peter M. Russo, Asst. Secretary

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this 7 day of November, 2006, before me, the undersigned, personally appeared Peter M. Russo, 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 on behalf of whom the individual acted, executed the instrument.


Notary Public

SHELLY CARITHERS
Notary Public, State of New York
No. 01CA4781483
Qualified in Monroe County
Commission Expires Nov. 30, 2009

