

## **Covenants and Easements Rules (Article 10)**

### **Section 10.01 Advertising and Signs**

Except for signs erected by or with the permission of the Sponsor in connection with the initial development, lease or sale of Lots, no additional sign or other advertising device of any nature shall be placed for display to the public view on any Lot or other portion of Property, including but not limited to temporary signs advertising property for sale or rent, except in compliance with zoning code requirements.

### **Section 10.02 Garbage and Refuse Disposal**

Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors on any 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 access to persons making such pick-up. The 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 of storage of the same on any portion of the Property.

### **Section 10.03 No Above Surface Utilities Without Approval**

No facilities, including without limitation, poles, antennas, dishes or wires for the transmission of electricity, electronic 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 Association.

### **Section 10.04 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 to 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 be detrimental to or endanger the public health, safety, comfort or welfare, be injurious to property, vegetation or animals, adversely affect property values or otherwise produce a public nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code.

### **Section 10.05 Oil and Mining Operations**

No portion of the Property shall be used for the purpose of boring, drilling, refining, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth, except soil borings in connection with the improvement of said portion of the Property, and no derrick or other structure designed for use in boring for oil, natural gas or any other mineral shall be erected, maintained or permitted on any portion of the Property, except with the consent of the Association.

### **Section 10.06 Dwelling in Other Than Residential Unit**

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 Association.

### **Section 10.07 Antennas**

~~No outside radio, telegraphic, television or other electronic antenna, dish or other transmitting or receiving device shall be erected on any Lot or other portion of the Property, except with the consent of the Association.~~

### **Section 10.08 Trees and Other Natural Features**

After the transfer of title by the Sponsor to any Lot or other portion of the Property, no trees shall be removed from any Lot or portion of the Property, except with the permission of the Association. The

Association, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. The Association may designate certain trees, regardless of size, as not removable without written authorization.

#### **Section 10.09 Use and Maintenance of Slope Control Areas**

Within any slope control area shown on any filed map or plat, no improvements, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, change the direction or flow of drainage channels. The slope control areas of any Lot or other portion of the Property and all improvements thereon shall be maintained continuously by the Owner of said Lot or other portion of the Property, except in those cases where a governmental agent or other public entity or utility company is responsible for such maintenance.

#### **Section 10.10 Snowmobiles**

No snowmobile or similar motor vehicle shall be operated on any portion of the Property except with the consent of the Association, subject, however, to the Town of Henrietta Zoning Code and the Parks and Recreation Law of the State of New York.

#### **Section 10.11 Commercial and Professional Activity on Property**

No wholesale or retail business, service occupation or home business in conflict with applicable municipal laws and ordinances shall be conducted in or on any Lot or other portion of the Property without the consent of the Association, excepting acts of the Sponsor in conjunction with the initial construction, development, lease and sale of Lots.

#### **Section 10.12 Outside Storage**

Outside storage or parking for more than one 72 consecutive hour period per month of commercial or recreational vehicle, unlicensed vehicle, camper, boat, truck or trailer shall be prohibited.

#### **Section 10.13 Outdoor Repair Work**

With respect to a Lot or other portion of the Property to which title has been transferred by the Sponsor, no work on any motor vehicles, boats or machines of any kind, other than minor servicing and maintenance, shall be permitted outdoors on such Lot or portion thereof, except with the consent of the Association.

#### **Section 10.14 Oversized, Commercial and Unlicensed Vehicles**

Unless used in connection with the construction or sale of Lots by the Sponsor, or maintenance of the Property, the following shall not be permitted to remain overnight on the Property for more than 72 hours within any month:

- a. any vehicle which cannot fit into a garage of the size constructed by the Sponsor with the Units with the overhead garage door closed;
- b. commercial vehicles of a weight of two (2) tons or more, unless garaged;
- c. unlicensed motor vehicles of any type, unless garaged.

#### **Section 10.15 Clotheslines**

No outdoor drying or airing of any clothing or bedding shall be permitted on the Property unless authorized by the Association.

#### **Section 10.16 Chain Link Fences**

Unless otherwise consented to by the Association, no chain link fence shall be erected anywhere on the Property.

## **Covenants and Restrictions**

1. No fences shall be erected closer to any street or right of way than the location of the house on the lot.
2. All commercially registered vehicles, unregistered vehicles, vans, campers, tractors, garden tractors, trailers, motorcycles, or off-road vehicles must be stored within the confines of any garage and the garage door must be kept closed if any of the above are located therein.
3. The structures and grounds on each lot shall be maintained at all times in a neat and attractive manner.
4. No commercially registered vehicles, -R.V.'s, etc., except pickup trucks, shall be parked on the roads, property or driveways.
5. No radio or T.V. antennas, including satellite receivers greater than 30 inches in diameter shall be placed on any lot or building thereon and shall not be mounted on front elevations or in front yards.
6. No motorized off-road vehicles 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.
7. All lots shall be developed with a blacktop driveway.
8. All lots are to be fine graded, top soiled and seeded.
9. All construction plans, landscaping plans and elevations must be submitted to the developer and consented to by developer.
- ~~10. All garages are to be placed on the right side of the dwelling as observed from the front elevation.~~  
#10 was removed through amendment on 8/24/98
11. All dwellings are to have a black, grey or dark brown roof.
12. No two homes of identical elevation may be placed next to each other.
13. All building setbacks must comply with each individual setback line designated on the final plat of prepared by LaDieu Associates, P.C., dated April 3, 1995.
14. Home buyers must be provided \$300.00 for foundation landscape plantings.