

FOX RIDGE HOMES ASSOCIATION, INC. DECLARATION, COVENANTS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION , made in Spring 1989 and set forth by Griffith Builders, Inc. with offices originally at 503 South Main Street, Canandaigua, New York hereinafter referred to as “Declarant” being owner of the Fox Ridge Subdivision situated in the Town of Canandaigua, County of Ontario, State of New York which consisted of 121 acres of land with 155 proposed building lots (see [Survey](#)), declares that :

“All of the property described above shall be held, sold, and conveyed subject to the following easements, covenants, restrictions, and conditions which are for the purpose of protecting the value and desirability of such lands and which shall run with the real property and be binding on all parties having the right, title, or interest in the described properties or any part thereof.”

1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Canandaigua, County of Ontario, State of New York, and consists of a total of 121 acres which is more particularly described in Exhibit 1. That a map of the described property is marked Exhibit 2.
2. Pursuant to the New York State Not-for-Profit Corporation Law, the Declarant has formed the Fox Ridge Homes Association, Inc. (henceforth referred to as “Association”) to own and maintain association-owned property within the Fox Ridge subdivision, to enforce the Covenants and Restrictions set forth in this Declaration, and to have such other specific rights as set forth in this Declaration, the Articles of Incorporation, and the Association Bylaws which as such may be supplemented, extended, or amended from time to time.
3. That any owner of a lot in the Fox Ridge Subdivision shall automatically become a Member of the Fox Ridge Homes Association, Inc. The nomination and election of Directors and the filling of vacancies of the Board of Directors shall be governed by the Bylaws of the Association.
4. The Sponsor shall convey to the Association by deed prior to the conveyance of any lot in Phase I (and subsequent Phases of development) the property contained within Phase I (and subsequent Phases) to be owned by the Association , which conveyance the Association would be obligated to accept provided such conveyance is made without consideration. The lands to be conveyed to the Association consist of landscaped entrances to be maintained by the Association, and greenbelt areas which are to remain forever wild. Some or all of the greenbelt areas may contain storm water detention areas, which areas will be wholly maintained by the Town of Canandaigua. The Town of Canandaigua will be granted easements over and across those greenbelt areas for purposes of allowing the Town to properly maintain subject detention areas.
5. The Association shall at all times maintain those lands which it owns in accordance with high standards.
6. The Association shall at all times enforce the following Restrictions which are applicable to all lots:
 - A. None of the lots shall be used for any purpose other than for a one-family detached residential structure.
 - B. The ground floor of any single-family dwelling erected on any lot shall not be less than 1600 square feet in the case of a one-story house, exclusive of decks, porches,

and garages (1400 square feet in the case of a one-story villa home), and in the case of any house more than one story, said house shall have a total floor area of not less than 1800 square feet exclusive of decks, porches, and garages (1500 square feet in the case of a villa house).

- C. No trailer, recreational vehicle, boat, or tent shall be stored on any lot nearer to the road upon which said house fronts than the main front wall of the dwelling erected thereon. No junk or unlicensed cars shall be stored on any lot unless the same is continuously garaged.
 - D. No sign OF ANY KIND shall be displayed to the public view on any lot, except one sign of not more than 5 square feet advertising the lot or dwelling unit for sale or rent , or signs used by the builders during the construction and sales period.
 - E. No animals, livestock or poultry OF ANY KIND shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not maintained for any commercial purpose. Owners shall make every effort to prevent any dog from leaving their lot.
 - F. No fence shall be erected on any lot nearer to the road upon which said lot fronts than the front wall of the dwelling erected thereon and no fence erected shall be of a height greater than five (5) feet.
 - G. No outside television antenna, large satellite dish, shortwave radio antenna, or antenna for any other transmission or receiving shall be permitted on any lot, except that a small 18-inch satellite dish may be permitted when installed unobtrusively on the property.
 - H. No clothesline of any type shall be permitted on any lot. No outdoor drying or airing of clothing or bedding shall be permitted on any lot.
7. Each lot owner, by becoming an owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association assessments established annually by the Board of Directors. The assessments shall be fixed, established and collected as herein provided. The Board shall meet prior to the Annual Meeting to approve the budget and fix the amount of assessment to be paid by owners of all lots. The assessment so established shall be used exclusively for the maintenance of the Association-owned property, appropriate insurance coverages and office/administrative expenses. The assessment shall be payable in advance in one annual installment due by the first day of the Association's fiscal year (June 1st). Each assessment, together with interest thereon and costs of collection including reasonable attorney's fees, shall be a charge and continuing lien upon the lot against which the assessment is made and shall also be a personal obligation of the owner of such lot at the time the assessment falls due. If any assessment is not paid within fifteen (15) days of its due date, the Board of Directors may impose a late charge amounting to 10% of the payment due as well as charging interest on the amount at such a rate as not to exceed the maximum rate of interest then permitted by law. The Association may bring legal action against the owner personally obligated to pay the same or foreclose the lien against the property, and the cost of such proceedings including reasonable attorney's fees shall be added to the amount of such assessment's late charges, if any, plus interest.
8. Dissatisfaction with the quantity or quality of services provided by the Association shall under no circumstances entitle any lot owner to withhold payment of assessments.
9. . The lien of assessments provided for herein shall be subordinated to the lien of any first mortgage of record now or hereafter placed upon any lot subject to such

assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any subsequent assessment.

10. The provisions of the Declaration shall bind the property and shall be construed as running with the land and shall inure to the benefit of and be enforceable by the Association (being hereby deemed the agent for all its members) and by any owner, their legal representatives, heirs, successors, and assigns by actions at law or by suits in equity.
11. In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may with respect to any violation of this Declaration or of the Bylaws or any rules or regulations of the Association, if any, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary penalties, the amount and or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Such fines imposed shall be considered a special assessment and as such shall be a charge and continuing lien upon such lot, shall constitute a personal obligation, and shall be collectible in the same manner as set forth above.

Signed before Notary by: James L. Griffith, President, Griffith Builders, Inc.

Condensed Spring 2002
Updated Fall of 2006