

**Record and return to:  
James J. Bonsignore, Esq.  
Woods Oviatt Gilman, LLP  
2 State Street – 700 Crossroads Bldg.  
Rochester, New York 14614**

## **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Drumlins Homeowners' Association dated July 24, 1987 and recorded August 12, 1987 in the Ontario County Clerk's Office in Liber 865 of Deeds at Page 173, is hereby made by the Drumlins Homeowners' Association, Inc. (the "HOA"), a New York not-for-profit corporation having its principal place of business c/o Crofton Perdue Associates, Inc., 111 Marsh Road, Pittsford, New York, 14534.

The Declaration is hereby amended as follows:

1. Article V, Section 2 of the Declaration is hereby deleted and replaced in its entirety with the following:

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively (i) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Area owned by the Association, exclusively for the benefit of its members, their guests, tenants and invitees; and (ii) to maintain, repair, reconstruct, replace and preserve, on a non-profit basis, the Lots, and the improvements constructed thereon, for the purpose of preserving the exterior appearance and configuration of said Lots and Units, including, but not limited to, all exterior (outside) walls, including window casements, exterior chimneys, exterior doors, roof and roof members, fascia and exterior trim, gutters and downspouts, driveways, non-exclusive walks and parking areas, trees, shrubs and grasses, and other exterior improvements, all of which shall be the responsibility of the Association as set forth in Article VI hereof.

In accordance with Article VI hereof, the following are specifically **excluded** from the Association's maintenance obligations set forth herein: any and all window and/or door glass replacement, repair of any/all window and/or door glass breakage, window screens, storm and screen doors, decks, and the maintenance and/or show shoveling of individual sidewalks and steps (if any), all of which shall be the sole responsibility of the respective Owner. Further, the Association shall have no obligation to maintain, repair, reconstruct, replace or preserve any part of the interior of any Unit, any fixtures or mechanical systems (including but not limited to heating, chimney, lighting, plumbing, and/or air-conditioning systems) for any Owner.

If, after fifteen (15) days written notice from the Association, an Owner shall continue to fail in any of its obligations as contained herein, including but not limited to maintaining and keeping clean those items for which the Owner is responsible, the Association may perform such maintenance and cleaning and charge the expense thereof to the Owner, which charge shall be added to the assessment of such Owner's Lot.

The Association's obligations as contained in this Article V, Section 2 shall not include any maintenance, repairs or replacements in or to any Unit caused by fire or other casualty to such Unit, except as otherwise provided under Article VII, Section 3, and Article X of this Declaration.

2. Article VI of the Declaration is hereby deleted and replaced in its entirety with the following:

#### **ARTICLE VI EXTERIOR MAINTENANCE**

In addition to maintenance of the Common Area, the Association shall be obligated to provide exterior maintenance upon each Lot, including lawn mowing maintenance, repair and/or replacement of all exterior (outside) walls, including window casements, exterior chimneys, exterior doors, roof and roof members, fascia and exterior trim, gutters and downspouts, driveways, non-exclusive walks, parking areas, trees, shrubs and grasses, and other exterior improvements.

The following are specifically **excluded** from the Association's maintenance obligations set forth herein: any and all window and/or door glass replacement, repair of any/all window and/or door glass breakage, window screens, storm and screen doors, decks, and the maintenance and/or show shoveling of individual sidewalks and steps (if any), all of which shall be the sole responsibility of the respective Owner. Further, the Association shall have no obligation to maintain, repair, reconstruct, replace or preserve any part of the interior of any Unit, any fixtures or mechanical systems (including but not limited to heating, chimney, lighting, plumbing, and/or air-conditioning systems) for any Owner.

If, after fifteen (15) days written notice from the Association, an Owner shall continue to fail in any of its obligations as contained herein, including but not limited to maintaining and keeping clean those items for which the Owner is responsible, the Association may perform such maintenance and cleaning and charge the expense thereof to the Owner, which charge shall be added to the assessment of such Owner's Lot.

The Association's obligations as contained in this Article VI shall not include any maintenance, repairs or replacements in or to any Unit caused by fire or other

casualty to such Unit, except as otherwise provided under Article VII, Section 3, and Article X of this Declaration.

3. Article XI, Section 1 of the Declaration is hereby deleted and replaced in its entirety with the following:

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any property subject to this Declaration, their respective heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded in the Ontario County Clerk's Office. After such time, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument, approved by not less than seventy-five percent (75%) of the Owners in writing and by which they agree to change said covenants and restrictions in whole or in part, has been recorded in the Ontario County Clerk's Office. This Declaration may be amended during the first thirty (30) year period by an instrument, signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument approved by not less than seventy-five percent (75%) of the Owners in writing. Any amendment must be recorded in the Ontario County Clerk's Office to be effective.

**IN WITNESS WHEREOF**, the HOA has executed this First Amendment to Declaration of Covenants, Conditions and Restrictions as of the \_\_\_ day of \_\_\_\_\_, 2018.

**[Remainder of page intentionally left blank.]**  
**[Signatures and acknowledgments contained on the following pages hereof.]**

**[Signature Page to First Amendment to  
Declaration of Covenants, Conditions and Restrictions]**

**Drumlins Homeowners' Association, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_, **President**

**STATE OF NEW YORK**     )  
                                  ) **SS:**  
**COUNTY OF** \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, 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 upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

The undersigned, as Secretary of the Drumlins Homeowners' Association, Inc. hereby certifies that at a meeting of Owners held on \_\_\_\_\_, 2018, duly called and held and at which a quorum was present, in person or by proxy, this First Amendment to Declaration of Covenants, Conditions and Restrictions was approved by the Owners of at least seventy-five (75%) percent of the Lots of the HOA. Owner signature pages are on file with the HOA Board of Directors.

\_\_\_\_\_  
Secretary

**STATE OF NEW YORK**     )  
                                  ) **SS:**  
**COUNTY OF** \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, 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 upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public