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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

IROQUOIS WOODS SUBDIVISION

Box 85

For the common benefit of all owners in the subdivision known as Iroquois Woods Subdivision, situate in Lot 22, Township 2, Division 1, Short Range, Town of Greece, County of Monroe and State of New York, as shown on a map thereof having been filed in the Monroe County Clerk's office in Liber 261 of Maps, at Page 93, the undersigned, owners of the lots in said subdivision do hereby declare and establish the following restrictions which shall apply to all lots in said subdivision as covenants running with the land.

NOW, THEREFORE, in consideration of the premises, LOUIS N. BIANCHI, MARTIN R. BIERWORTH and the ESTATE OF GEORGE D. BIERWORTH hereby agree that for a period of 2 years from and after the date of this instrument, every homesite in the community shall be subject to the provisions contained in this instrument and, upon the filing of this instrument, these provisions shall be imposed upon all homesites in the community, and shall be binding upon all parties and all persons claiming under them during the aforementioned 2 year period.

If any party or homeowner, their heirs, successors or assigns violates or attempts to violate any of these provisions, it shall be lawful for any other party or homeowner to prosecute any proceeding in law or equity against the person or persons violating or attempting to violate such provisions to prevent them from doing so.

Invalidation of any one of these provisions by judgment or court order shall in no way affect the continuing validity of the other

provisions of this instrument; the remainder of which shall remain in full force and effect.

**1. ARCHITECTURAL CONTROL COMMITTEE**

An Architectural Control Committee (A.C.C.) shall be and it is hereby established. It shall consist of LOUIS N. BIANCHI and MARTIN R. BIERWORTH and no other involvement will be allowed until 100% of homes are sold and closed, unless LOUIS N. BIANCHI and MARTIN R. BIERWORTH at their sole discretion, choose to allow such involvement.

**2. APPROVALS**

Whenever the approval of the A.C.C. is required, such approval shall be in writing, and signed by the chairperson of the A.C.C. Applications for such approval shall be in writing unless the requirement is waived by the A.C.C.

**3. RESIDENTIAL USAGE**

No homesite shall be used for other than residential purposes and the usual and normal uses connected therewith. No structure except for the home shall be used as a residence either temporarily or permanently.

**4. CHANGES AND ADDITIONS**

No building shall be erected or altered on any homesite until location, construction plans and specifications have been approved by the A.C.C. with regard for both quality of materials and workmanship. No building, additional buildings or structures on any homesite may be altered or added to in any way that affects the exterior appearance

-3-

without the above mentioned approval by the A.C.C. Included in this are dog houses, fences, additions to main frame of home, porches, sheds, fireplace chases, and the like. No shed, tool house, green house or wooden deck shall be placed on any homesite unless approved by the A.C.C.

#### 5. MAINTENANCE AND UPKEEP

Each homeowner shall maintain any structures contained within his/her homesite including, but not limited to, repairing, staining and painting.

A. **FENCES:** Fences shall not be erected or placed on the homesite nearer to any street than the rear line of the home. Locations and type to be approved by A.C.C. These structures shall be maintained in such a manner as to not obstruct sight lines of vehicular traffic.

#### 6. PARKED AND STATIONARY VEHICLES

A. No boats, boat trailers, mobile homes, campers or snowmobiles are to be stored on any outside portion of any homesite at any time.

B. No non-operable and/or non-registered motor vehicles will be permitted to be stored on any outside portion of any homesite. No snowmobiles or all-terrain vehicles are permitted for operation in the community.

C. **REPAIR WORK:** No extensive repair work on motor vehicles shall be permitted outdoors on any homesite.

#### 7. PETS

No livestock or poultry of any kind shall be raised, bred or kept on any homesite except for domestic or customary household pets.

#### 8. GARBAGE CONTAINERS AND CLOTHES LINES

Garbage and other waste materials shall be kept in sanitary containers and concealed from public view.

**9. SIGNS**

Signs shall not be displayed to the public on any homesite unless it is approved by the A.C.C. or a sign used by the builder to advertise the property during the sales and construction period, or real estate signs. These signs will be placed in a manner which will not obstruct sight lines of vehicular traffic.

**10. AUDIO AND VISUAL DISTURBANCES**

**Sound:** Sound levels produced within a home are not to exceed the average intensity of the street traffic noise in that area.

**Lighting:** Lighting shall not disturb or adversely affect neighboring properties and/or safety of those in motor vehicles. Except during construction of improvements on a homesite, no activity which is considered offensive due to odor, sound or appearance shall be permitted.

**11. POOLS**

In ground pools are acceptable. Above ground pools are generally not acceptable. Final determination is the sole right of the A.C.C.

**12. GARAGES**

Only 2 car or more attached garages are permitted.

**13. MAILBOXES**

Groupings of mailboxes will be provided by the builder; however, all maintenance and upkeep are the sole responsibility of the homeowner. Color and position is left to the discretion of the builder and is not to be changed without A.C.C. approval.

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14. SATELLITE DISHES

Satellite dishes will not be permitted in the community.

15. ENFORCEMENT OF COVENANTS AND RESTRICTIONS

The A.C.C. or any homeowner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions or covenants, now or hereafter imposed by the provisions of this instrument. Failure to enforce any restrictions, conditions or covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. HOUSE SIZE

All homes are to be 2 story or Cape Cod. Minimum house size will be 2,000 habitable square feet.

Louis N. Bianchi  
LOUIS N. BIANCHI

Martin R. Bierworth  
MARTIN R. BIERWORTH

ESTATE OF GEORGE D. BIERWORTH

BY: David Bierworth  
Executrix

STATE OF NEW YORK)  
COUNTY OF MONROE ) ss.:

On this 10<sup>th</sup> day of September 1990, before me personally appeared, LOUIS N. BIANCHI and MARTIN R. BIERWORTH to me personally known and known to me to be the same persons described in and who executed the within instrument, and they acknowledged to me that they executed the same.

Sandra R. Hartsel  
Notary Public  
SANDRA R. HARTSEL  
NOTARY PUBLIC, State of N.Y., Monroe Co.  
My Commission Expires Feb. 28, 1992

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-6-

STATE OF New York )  
COUNTY OF Monroe ) ss.:

On this 30<sup>th</sup> day of February, 1990, before me personally appeared Wain Bierworth to me personally known and known to me to be the same person described in and who executed the within instrument as Executrix of the Estate of George D. Bierworth, and she acknowledged to me that she executed the same.

Sandra R. Hartsel  
Notary Public

SANDRA R. HARTSEL  
NOTARY PUBLIC, State of N.Y., Monroe Co.  
My Commission Expires Feb. 28, 1990