

FINAL

DECLARATION OF EASEMENT

This Declaration is made this 7th day of April, 1997, by and among Woodcliff Homeowner's Association, Inc., a New York not-for-profit corporation with an office at Woodcliff Terrace, Fairport, New York 14450 (hereinafter referred to as "Woodcliff") and Bristol View Development Co., Inc., a New York corporation with offices at 41 Bristol View Drive, Fairport, New York 14450 (hereinafter referred to as "Bristol View"), and Bristol View Homeowner's Association, Inc., a New York not-for-profit corporation with offices at 41 Bristol View Drive, Fairport, New York 14450 (hereinafter referred to as "Bristol View HOA").

WITNESSETH:

WHEREAS, Woodcliff is the owner of certain real property including a private right of way commonly known as Woodcliff Terrace, Perinton, Monroe County, New York, which private right-of-way was conveyed to Woodcliff together with other lands by deed recorded in the Monroe County Clerk's Office on October 14, 1987, in Liber 7211 of Deeds, page 192, which private road is more particularly shown on the map of the subdivision known as Fairways at Woodcliff, Section 1, filed in the Monroe County Clerk's Office on July 15, 1987 in Liber 245 of maps, page 43 and

WHEREAS, Bristol View is the owner of certain real property located contiguous to the property of Woodcliff, which property is commonly known as Bristol View Subdivision, Phase III, Perinton, Monroe County, New York, and more particularly described on Schedule A attached and made a part of this Declaration (hereafter referred to as "Premises"), and

WHEREAS, the Premises will be subjected to the Declaration of Covenants, Easements & Restrictions for the Bristol View HOA and the owner of each lot (the "Lot Owner" or "Lot Owners") comprising part of the Premises shall be a member of Bristol View HOA; and

WHEREAS, Bristol View intends to subdivide the Premises into 11 building lots (the "Lots") and improve the Premises with 11 single family dwellings; and

WHEREAS, Bristol View has requested, and Woodcliff has agreed to grant, a permanent easement for the benefit of Bristol View HOA and the Lot Owners for ingress and egress over Woodcliff Terrace upon terms and conditions set forth at length in this Declaration.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration each in hand paid, receipt of which is hereby acknowledged, the parties for themselves, their successors and/or assigns, covenant and agree as follows:

1. Woodcliff grants and conveys to Bristol View a permanent non-exclusive easement for ingress and egress in common with others for the benefit of Bristol View and each of the Lot owners, their guests, invitees, successors and assigns, over the real property commonly known as Woodcliff Terrace.
2. Woodcliff Terrace shall not be obstructed at any time in any manner whatsoever.
3. Woodcliff, its members and their successors and assigns, shall retain full use and enjoyment of their property, provided they do not interfere with, or restrict the use and enjoyment of this easement.
4. Bristol View, Bristol View HOA, the Lot Owners, their successors and assigns, shall share in the costs and expenses of the maintenance and repair of Woodcliff Terrace, including but not limited to pavement and gutter maintenance and repair, snow plowing and salting, and reserves for resealing and resurfacing (hereinafter the "Maintenance"). Each Lot shall be assessed one fifty fourth (1/54) of the actual costs (including reserves) by Woodcliff for the Maintenance of Woodcliff Terrace and such expenses shall be paid semiannually by Bristol View HOA on the first day of February and August of each year.

The parties agree that the projected annual Maintenance costs above set forth shall be due and payable by Bristol View HOA to Woodcliff upon the issuance of a Certificate of Occupancy for the dwelling upon each Lot. It is the intent of the parties that vacant lots shall not incur maintenance expenses. Bristol View shall be liable for the annual maintenance costs only until such time as construction is completed on the Premises and the last lot is conveyed to an individual Lot Owner or Lot Owners. The Lot Owners shall be individually liable for maintenance costs only if Bristol View HOA ceases to exist.

In the event Woodcliff must take any action to collect any amount owed under this Agreement, Bristol View, Bristol View HOA and/or the individual Lot Owners, as the case may be, shall also be responsible for all costs and expenses of collection, including reasonable attorneys fees.

5. Decisions concerning the maintenance and repair of Woodcliff Terrace shall be governed by the Board of Directors of Woodcliff. Woodcliff shall provide Bristol View and Bristol View HOA with written notice of its Maintenance and repair decisions. Woodcliff shall provide Bristol View and Bristol View HOA with an annual accounting statement of its maintenance and repair expenses, and any adjustment for over payment or under payment shall be made within thirty days of receipt of the annual statement.
6. In the event that Woodcliff Terrace is damaged, other than through normal wear and tear through use as a residential right of way, by any Lot Owner, or by a family member of any Lot Owner, their guests and invitees, then such

owner shall promptly cause Woodcliff Terrace to be repaired and restored to its prior condition, normal wear and tear excepted, at such Lot Owner's own cost and expense.

7. Bristol View shall prohibit contractors and material delivery vehicles, including contractors in light pickup trucks or private cars, from using Woodcliff Terrace during construction of dwellings on the Premises. Prior to start of construction, Bristol View shall erect and maintain signs advising construction traffic to not use Woodcliff Terrace and to use the asphalt fire road connecting Woodcliff Terrace with Spruce Ridge. In the event that Woodcliff Terrace shall be inadvertently used, or in any manner damaged, and in the reasonable view of Woodcliff, repair or cleaning is necessary, Bristol View agrees to complete such repair and cleaning as necessary as its sole cost and expense within five business days, weather permitting. For the purpose of this agreement, all communications shall be through the Woodcliff and the Bristol View HOA Boards of Directors.

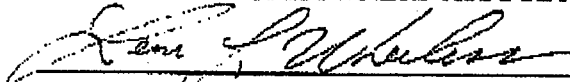
As necessary during the construction and upon completion of construction, Bristol View will repair and clean the asphalt fire road connecting Woodcliff Terrace with Spruce Ridge at its sole cost and expense.

8. Bristol View shall maintain liability insurance coverage naming Woodcliff as an additional insured covering all injuries and damages to person or property during the period of construction in an amount not less than \$1,000,000.00. Upon issuance of the first Certificate of Occupancy for a Lot, Bristol View HOA shall maintain liability insurance coverage naming Woodcliff as an additional insured covering all injuries and damage to person or property in an amount not less than \$1,000,000.00.
9. Bristol View agrees that the proposed private right of way which it will construct on the Premises shall also be known as Woodcliff Terrace. However, Woodcliff, its successors and assigns, shall not share in the costs and expenses of the maintenance and repair of any new roadways to be constructed on the Premises, including but not limited to pavement and gutter maintenance and repair, snow plowing and salting, and reserves for resealing and resurfacing.
10. The parties agree that all safety and other regulations related to Woodcliff Terrace adopted by Woodcliff and/or the Town of Perinton shall be adhered to by all parties.
11. This Declaration may not be modified or amended except by an instrument in writing approved and adopted by all parties. Provided, however, Bristol View shall not be a necessary party as of the date all Lots have been conveyed to individual Lot Owners.

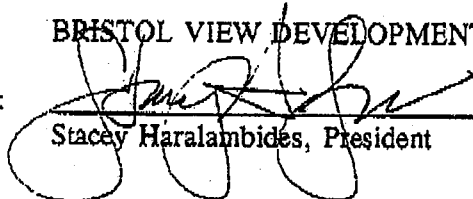
- 12. Invalidation of any one of the provisions of this instrument by judgment or court order shall in no way affect the validity of the other provisions which shall remain in full force and effect.
- 13. Each party shall have the right of collection and enforcement against the other party as provided in law and equity. With respect to financial obligations, upon transfer of title of each Lot, if the grantee assumes the covenants and conditions contained herein, and no money is then owed by the grantor Lot Owner for the costs and expenses hereunder, then that grantor shall be released from performance hereunder.
- 14. This Declaration shall constitute a mutual and reciprocal easement, shall run with the land, and shall be assignable in whole or in part by the parties hereto, in connection with the transfer of a lot in the Premises, and shall be for their benefit, and shall be a burden upon each of them, their heirs, assigns and successors.
- 15. This agreement shall supersede any prior easements related to the use of Woodcliff Terrace as described above.
- 16. All future Lot Owners shall be advised of and presented with a copy of this document prior to closing.

IN WITNESS WHEREOF, the parties execute this Declaration on the date first above written

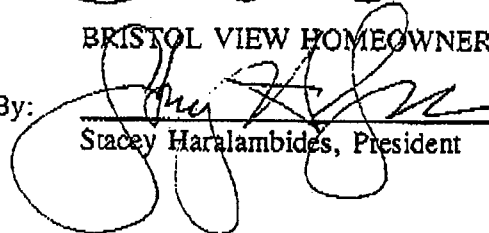
WOODCLIFF HOMEOWNERS ASSOCIATION, INC.

By: 
Leon Wheelless, President

BRISTOL VIEW DEVELOPMENT CO., INC.

By: 
Stacey Haralambides, President

BRISTOL VIEW HOMEOWNER'S ASSOCIATION, INC.

By: 
Stacey Haralambides, President

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this 7th day of April, 1997, before me the subscriber, personally appeared Leon Wheelless, to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York; that he is the President of Woodcliff Homeowner's Association, Inc., the corporation described in, and which executed the within Instrument, and that he signed his name thereof by order of the Board of Directors.



Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of April, 1997, before me the subscriber, personally appeared Stacey Haralambides, to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York; that he is the President of Bristol View Development Co., Inc., the corporation described in, and which executed the within Instrument, and that he signed his name thereof by order of the Board of Directors.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of April, 1997, before me the subscriber, personally appeared Stacey Haralambides, to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York; that he is the President of Bristol View Homeowner's Association, Inc., the corporation described in, and which executed the within Instrument, and that he signed his name thereof by order of the Board of Directors.

Notary Public