

**MONTGOMERY GLEN
DECLARATION OF PROTECTIVE COVENANTS**

Barone Homes Inc., a New York corporation, hereinafter referred to as "the owner".

WHEREAS, the owner is the owner of the real property hereinafter described being Lots 1 through 23, being a part of the Montgomery Glen Subdivision; and

WHEREAS, the owner desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities, and, to this end, desires to subject the real property described above to the covenants, restrictions, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the owner has deemed it desirable, for the efficient preservation of the values and amenities in said community; and

WHEREAS the owner is desirous of having the following restrictions run with the land

1. All lots within the premises shall be used for single-family residential purposes only and for no other purposes except for accessory in-laws units as per Town of Webster, New York zoning laws.
2. No lot shall be divided into any lot smaller than that shown on the above-referenced subdivision map, for purposes of creating another building lot. Nothing shall prohibit re-subdivision of lots altering lot lines if additional lots are not created.
3. No motor vehicles not currently registered and licensed, no boat, trailer, camper, mobile home, commercial or recreational vehicle may be stored or parked on any portion of the property.
4. No equipment or supplies of any kind may be stored on the premises except in a closed garage.
5. No animals or any kind shall be raised, bred or kept in any dwelling or lot except that dogs, cats or other domesticated household animals may be kept inside the dwelling provided that they are not kept, bred or maintained for commercial purposes.
6. No window air conditioners, laundry poles and lines outside of the dwelling are permitted.
7. No radio, television or similar tower or antennae shall be erected on any lot or attached to the exterior wall of any building.
8. No satellite dishes in excess of 24" in diameter or windmill shall be erected on the property.
9. No advertising signs of any kind may be placed on the property as long as the builder owns building lots in the subdivision.
10. No storage sheds or accessory buildings shall be erected on the property.
11. No fences shall be erected or maintained on any lot in any subdivision nearer to any street that front wall of the dwelling or garage, whichever is closer to the front line, unless such fence was part of the original construction by declarant. No fence of an industrial or commercial type design, such as a chain-link or wire mesh fence shall be erected anywhere on the lot.
12. These covenants and restrictions are to run with the land shall be binding on all parties and all persons claiming under them, until July 21, 2015, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots in the subdivision, it is agreed to change the said covenants and restrictions in whole or in part.
13. If any owner of lots in this subdivision shall violate or attempt to violate any of the covenants or restrictions herein contained, or as amended in accordance with the provisions hereof, it shall be lawful for any other person or persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity (including an injunction or damage) against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages and reasonable attorneys' fees or other dues for such violations. Failure to enforce any of the foregoing covenants and/or restrictions shall not constitute a waiver thereof.
14. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.