

# NIAGARA COUNTY CLERK

JOSEPH A. JASTRZEMSKI

## Receipt

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\*\* Reprint \*\*

Receipt Date: 04/26/2022 02:33:43 PM

RECEIPT # 2022549828

Recording Clerk: BH

Cash Drawer: CASH2

Rec'd Frm: CAMP-ROLL LLC

Rec'd In Person

Instr#: 2022-07915

DOC: RESTRICTIONS

OR Party: CAMP-ROLL LLC

EE Party: CAMP-ROLL LLC

### Recording Fees

Cover Page	\$8.00
Recording Fee	\$17.00
Cultural Ed	\$14.25
Records Management - County	\$1.00
Records Management - State	\$4.75

DOCUMENT TOTAL: ----> \$45.00

### Receipt Summary

Document Count: 1

TOTAL RECEIPT: ----> \$45.00

TOTAL RECEIVED: ----> \$45.00

CASH BACK: ----> \$0.00

### PAYMENTS

Credit Card VISA -> \$45.00

Record and return to:  
Camp-Roll LLC  
6790 Main Street, Suite 100  
Williamsville, NY 14221

## DECLARATION OF BUILDING AND USE RESTRICTIONS

This Declaration of Building and Use Restrictions is made as of this 20th day of April, 2022 by Camp-Roll LLC, a New York limited liability company having offices at 6790 Main Street, Suite 100, Williamsville, New York 14221 (hereinafter called the "Developer".)

WITNESSETH, that the Developer is the owner of all property and premises situate in the Town of Pendleton, County of Niagara and State of New York, described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Pendleton, County of Niagara and State of New York, being part of Lot Number 75, Township 13, Range 7 of the Holland Land Company's Survey and further distinguished on a map entitled "The Meadows at Pendleton North Subdivision" filed in the Niagara County Clerk's Office on May 28, 2020 as Instrument No. M2020-00018, Slide 620-A and amended and re-filed in the Niagara County Clerk's Office on January 10, 2022 as Instrument No. M2022-00001, Slide 652-A

WITNESSETH, that the Developer hereby establishes the nature of the use and enjoyment of all lots in The Meadows at Pendleton North Subdivision.

All conveyances of lots in The Meadows at Pendleton North Subdivision shall be made subject to the following conditions, restrictions and stipulations:

1. Said subdivision lots shall be known as "residential building lots" and used for those purposes only.
2. No dwelling shall be erected, altered, placed or permitted to remain on any subdivision lot other than one single family dwelling, not to exceed two and one-half (2 1/2) stories in height and attached private garage for not more than four (4) cars.
3. No building or structure shall be erected, altered or placed on any lot in said subdivision phase unless the building plans, specifications and lot plans showing the location of such building or structure have been approved in writing by a committee appointed by the Developer as to location, set back, square footage requirements conformity and harmony of external design with existing structures in the subdivision and with respect to topography and finished ground elevation. Initially, the committee shall consist of Paul M. Bliss and Marty Moore. The Developer or its designated representative(s) shall remain a member of the committee until all of the lots within the subdivision phase are sold. In the event of death or resignation of any member of said committee, the Developer or its representative shall have the option to appoint replacements so long as the Developer is the owner of ten percent (10%) or more of the lots. After the Developer has sold in excess of ninety percent (90%) of the lots, then in the event of death or resignation of any member of said committee, the remaining member(s) shall have full authority to approve or disapprove such design and location,

or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction of such building or structure, or the making of such alterations, has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

The powers and duties of such committee shall cease on and after the first day of May, 2027. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument is executed by the then record owners of a majority of the lots in the subdivision phase and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

4. No noxious or offensive trade shall be carried on upon any subdivision lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
5. No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be used on any subdivision lot at any time as a residence, either temporarily or permanently.
6. Any structure erected or placed on any lot within the subdivision phase shall comply with the building codes and zoning ordinances of the Town of Pendleton. All lots and all houses, buildings, garages, permitted fences and structures erected or placed thereon shall be properly maintained at all times.
7. No commercial vehicle of any type shall be parked in a driveway of any subdivision lot or on the lot, it being the strict intention herein that no commercial or business activities of any kind or character be permitted on or about said lots within the subdivision phase. This paragraph does not prevent the parking of commercial vehicles in said driveways for the purpose of making deliveries to the residences erected on said lots within the subdivision phase.
8. No satellite dish or other communication device in excess of eighteen inches (18") in diameter shall be erected on any structure or on any part of any lot within the subdivision phase.
9. No fence shall be permitted on any subdivision lot except for properly maintained wooden or vinyl fences not exceeding six feet (6') in height. This paragraph does not prevent the creation of visual screening through the use of bushes, hedges or other landscaping provided the same is properly maintained at all times. Notwithstanding the above, no fences shall be permitted to be built or erected in front of the back line of the dwelling, it being the intention to permit only rear yard fencing in the subdivision phase.
10. No aboveground swimming pools shall be erected or permitted on any subdivision lot. All inground swimming pools shall be constructed and maintained in accordance with

the ordinances, rules and regulations of any governmental entity having jurisdiction of the same.

11. Notwithstanding Paragraph 10 herein, a lot owner may make a request to the committee for an exception in order to erect an aboveground pool. Unanimous consent of the committee will be required for the exception request to be granted.
12. No storage buildings, attached or unattached to the residence, shall be erected on any lots in the subdivision phase unless a lot owner makes a request to the committee for an exception in order to erect a storage building. The committee shall be obligated to grant such request so long as (i) the design, size, quality and character of such storage building is acceptable to the committee in its sole discretion and (ii) such storage building conforms with all applicable building codes of the Town of Pendleton.
13. All dogs and pets must be confined by their owners to the subdivision lots. No animals creating a nuisance, such as late night barking or howling, are permitted or allowed unless housed inside the residence.
14. All homes must be fully completed and landscaped within one (1) year following the issuance of a building permit by the Town of Pendleton.
15. All house numbers shall be posted in a manner to be visible from the street. All such house numbers shall be between three (3) and five (5) inches in height.
16. Developer shall execute Storm Water Control Facility Maintenance Agreement. Once executed, The Town of Pendleton Storm Water District as established for this project ("SWD") shall maintain, clean, repair, replace, and continue the Storm Water Control Measures as and when necessary to ensure the optimum performance thereof to design specifications. The Town of Pendleton SWD shall be responsible for all expenses related to the re-construction and maintenance of the Storm Water Control Measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities. The Town of Pendleton SWD shall provide for the periodic inspections of Storm water Control Measures, not less than once in every five (5) year period, to determine the condition and integrity of the Storm Water Control Measures. Such inspection shall be performed by a professional engineer licensed in the State of New York. The Town of Pendleton SWD shall cause such engineer to prepare and submit to the Town, within thirty (30) days after each inspection, a written report of the findings, including recommendations of actions necessary for the continuation and optimum performance of the Storm Water Control Measures. The Town of Pendleton SWD shall undertake all necessary repairs and replacements of the Storm Water control Measures as may be recommended by the engineer referred to above.
17. THE MEADOWS AT PENDLETON NORTH SUBDIVISION has been plotted and laid out as a choice and attractive residential district. These covenants and restrictions are made for the benefit of the lots contained in said subdivision phase, and are to run with the land and shall inure to the benefit of and be binding on all parties or persons claiming thereunder until May 1, 2027, at which time such covenants and restrictions shall be automatically extended for periods of five (5) years, unless by a majority vote

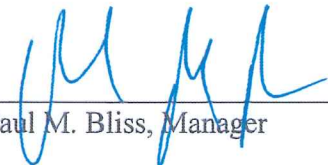
of the then individual property owners, it is agreed to change said covenants and restrictions in whole or in part.

If any person should violate or attempt to violate any of the covenants or restrictions herein before May 1, 2027, or any extension period thereafter, it shall be lawful for any other person or persons owning any other lots in said subdivision phase to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or restriction in an effort to either prevent them from so doing or to recover damages for such violation.

If any of the covenants or restrictions herein are held invalid or void, such invalidity or voidance of any covenant or restriction shall not affect the rest of this instrument or any valid covenant or restriction herein contained.

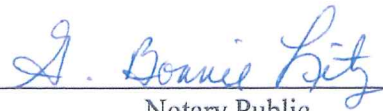
IN WITNESS WHEREOF, this instrument is signed this 20<sup>th</sup> day of April, 2022.

CAMP-ROLL LLC

By:   
Paul M. Bliss, Manager

STATE OF NEW YORK )  
COUNTY OF ERIE ) SS:

On the 20<sup>th</sup> day of April in the year 2022 before me, the undersigned, a notary public in and for said state, personally appeared Paul M. Bliss 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

S. BONNIE LITZ  
Notary Public, State of New York  
Registration #01LI5025894  
Qualified In Erie County  
Commission Expires April 4, 2026