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AT

MONROE COUNTY CLERK

COUNTERPART 3

AGREEMENT AS TO MAINTENANCE AND REPAIR OF
PRIVATE ROADWAYS, CENTER ROAD AND DOGWOOD LANE
IN HUNTINGTON HILLS SUBDIVISION, TOWN OF IRONDEQUOIT,
MONROE COUNTY, N.Y., MADE AS OF SEPTEMBER 1, 1986.

WHEREAS, the undersigned are the respective record owners of lots, the numbers of which are set forth opposite their signatures, each of said lots being situate on Center Road or Dogwood Lane and being as shown on the various maps of the Huntington Hills Subdivision in Town of Irondequoit, as filed in Monroe County Clerk's Office; and

WHEREAS, these private roadways have heretofore been installed, maintained and repaired voluntarily by the resident owners without formal agreement and the parties now wish to formalize their obligations as to sharing costs of any new or future installations, maintenance and repairs of said roadways and cost of snow plowing, if required.

NOW, THEREFORE, for good and valuable consideration, each to the other given, the parties hereto do hereby mutually agree to cause said roadways to be improved and maintained in a reasonably good state of repair and to share equally (except as hereinafter provided) the cost of such improvements, including grading, drainage, repairs, maintenance, and snow plowing, if required, in accordance with the following mutual covenants:

(1) The roadways shall be kept clear and unobstructed and not used for parking of vehicles, except only temporary parking by guests and business invitees.

(2) The cost of improvements, maintenance and repairs of the roadways and shoulders, including grading as needed, drainage, resurfacing of paving, repairing, sealing of pavement and removal of snow therefrom, if not otherwise provided, shall be borne equally by the owners of each lot having access to and use of said private roadways, except only as to owners of lots having driveways entering from Wisner Road (Lots #44, 78A & 76A) whose shares of costs shall be fifty percent (50%) of the cost of the other parties.

(3) In the event the surface or shoulders of roadways are damaged, by other than normal wear, by any owner or his family members, guests, or business invitees, such owner shall promptly cause such damage to be repaired to condition comparable to that existing before such damage, at his separate cost and expense.

SEVEN

(4) The parties hereto, now twenty-seven (27) in number, shall meet within thirty (30) days after date of this agreement and by a 2/3 vote of all parties, voting in person or by proxy, elect a committee of three (3) of the parties to determine the need, extent and cost of repairs and maintenance and obtain bids for such work to be done by reputable contractors. Members of Committee shall serve until their successors are elected by a two-thirds (2/3) vote, and shall meet from time to time as needed. In the event costs of any work or future work shall not exceed the annual sum of \$50.00 per party hereto, the committee shall be authorized to cause such work to be done and assess the costs thereof among the parties hereto. In the event annual costs shall exceed such amount, the committee shall first obtain written approval of two-thirds (2/3) of the parties hereto, or their successors in title, before causing such work to be performed. Upon completion of any work, the committee shall render statements to each of the parties hereto and if not paid by any party in thirty (30) days, the amount unpaid shall constitute a lien against the premises of delinquent party and shall be collectable by committee by legal action with costs of collection being paid by the delinquent party. This lien shall be subordinate in any event to any present or future first mortgage on premises of an owner. Cost limitation may be adjusted from time to time based on Consumer Price Index (CPI-W), using September, 1986 as base month and year.

(5) The owners of the three lots at north end of Center Road (numbered R-64A, R-65A and R-66) have separate covenants in their deeds as to their maintenance of gabions and prevention of erosion as to that portion of Center Road extending northerly beyond Lots No. 61 and 67 and the other parties hereto shall not be obliged to share cost of maintenance of such gabions and prevention of erosion in this area.

(6) Each of the parties hereto agrees to indemnify and hold harmless the other parties hereto by reason of their use of the roadways and also indemnify and hold harmless the individual committee members against all liability by reason of their acts for and in behalf of the parties hereto.

(7) Parties owning more than one lot shall be obliged to pay only one share of costs, but if a lot is sold with residence to be erected thereon, the new owner shall be bound by the terms of this agreement.

(8) Nothing herein shall be deemed to preclude or interfere with a party's right to use the roadways in common with others in accordance with existing rights and easements as to use and this agreement shall be deemed to run with the land and bind and benefit all future owners, their distributees, successors and assigns.

IN WITNESS WHEREOP, each party hereto has duly executed this agreement and represents he or she is a record owner of the lot number set opposite his or her signature.

SIGNATURES	LOT NUMBER	DATE	WITNESS TO SIGNATURE
Thomas D. Griswold	56	9/6/86	Wanda T. Bell
✓ Marion D. Griswold	56	9/6/86	Wanda T. Bell
✓ Thomas J. Rowles	46	9/6/86	Thomas J. Rowles
✓ Lee A. Reeder	49	9/6/86	Lee A. Reeder
✓ Susan H. Rogers	RS3, 87	9/7/86	Susan H. Rogers
✓ Donald L. Hall	50	9/7/86	Donald L. Hall
✓ John L. Rodgers	55	2/7/87	John L. Rodgers
✓ Pauline Lewis	74A	9/7/86	Pauline Lewis
✓ Lawrence Reeder	74A	9/7/86	Lawrence Reeder
✓ Milton H. Gerard	73A	9/8/86	Milton H. Gerard
✓ Catherine M. Arnold	73A	9/8/86	Catherine M. Arnold
✓ James M. Long	72A	9/5/86	James M. Long
✓ Wally Westwater	74A	9/8/86	Wally Westwater
✓ Rose E. Dennis	75A	9/8/86	Rose E. Dennis
✓ William Neff	75A	9/9/86	William Neff

NAME	LOT	2ND LOT (UNBUILT)	CURRENT NAME	ADDRESS
MAYER	44		<i># Fauth</i>	11 HUNTINGTON HILLS
WEHRHEIM	45		MORRIS	37 HUNTINGTON HILLS
ROWNTREE	46		MARSHALL	47 HUNTINGTON HILLS
LOMONACO	47		LOMONACO	73 HUNTINGTON HILLS
GOLAN	48		COLOMBO	95 HUNTINGTON HILLS
RUSLING	49		BECKER	125 HUNTINGTON HILLS
HALL	50		HALL	139 HUNTINGTON HILLS
J. RODGERS	55		SODERSTROM	187 HUNTINGTON HILLS
GRISWOLD	56		BREISSINGER & COUFU	211 HUNTINGTON HILLS
COBB	59		MAYER	235 HUNTINGTON HILLS
ROHRER	60		ROHRER	343 HUNTINGTON HILLS
ROHRER	61		ROHRER	
MCCREERY	67		OXLEY	300 HUNTINGTON HILLS
ANGLE	68		SCHAUBROECK	270 HUNTINGTON HILLS
ALLEN	69	70	FIELDS	144 HUNTINGTON HILLS
LONG	72A		NORRIS	101 DOGWOOD
ASMUTH	73A		ECKERT	69 DOGWOOD
LEWIS	74A		DALEY	70 DOGWOOD
NICHIPORUK	75A		NORRIS-WELLS	39 DOGWOOD
WESTWATER	76A		ROBINSON	40 DOGWOOD
SADOWSKY	77A		SADOWSKY	28 HUNTINGTON HILLS
FREDERICKS	78		PETRIE	10 HUNTINGTON HILLS
PREUSS	95A		PREUSS	29 DOGWOOD
TUTHILL	R-51		GRAHAM	155 HUNTINGTON HILLS
S. RODGERS	R-53	87	S. RODGERS	169 HUNTINGTON HILLS
WARD	R-65A		OTT?	357 HUNTINGTON HILLS
SEHLIN	R-66		SEHLIN	380 HUNTINGTON HILLS
			QUILL	400 HUNTINGTON HILLS

27 SIGNERS

ROHRER COUNTED ONCE EACH FOR TWO LOTS

LEAVES 26 MEMBERS NOTED IN THE AGREEMENT

AT THE TIME OF THE AGREEMENT THERE WAS APPARENTLY NO LOT OR HOUSE WHERE QUILLS ARE NOW. TODAY THERE ARE 27 MEMBERS OF THE ROAD AGREEMENT.

LOTS 44, 76A AND 78 ALL FRONT ON WISNER ROAD AS WELL AS CENTER ENTRANCE/DOGWOOD LANE. THEY EACH PAY ONLY A HALF SHARE OF COSTS.