MONROE COUNTY – STATE OF NEW YORK

JAMIE ROMEO, COUNTY CLERK
39 W. MAIN ST, ROOM 101
ROCHESTER, NEW YORK 14614
PHONE: 585-753-1600

Receipt

Receipt Date: 09/17/2026 10:08:38 AM
RECEIPT # 4581395

Recording Clerk: RP
Cash Drawer: CASH13

Instr#: 202603465874 Bk/Pg: 13232/168
DOC: DECLARATION OF RESTRICTION AND COVENANTS
DEED STAMP: 2625
OR Party: LOTUS GREEN DEVELOPMENT LLC
EE Party: LOTUS GREEN DEVELOPMENT LLC

Recording Fees	
Cover Page	$5.00
Recording Fee	$80.00
Cultural Ed	$14.25
Records Management - County	$1.00
Records Management - State	$4.75
TP584	$5.00

Transfer Tax	
Transfer Tax - State	$0.00

DOCUMENT TOTAL: ----> $110.00

Receipt Summary
Document Count: 1

TOTAL RECEIPT: ---->	$110.00
TOTAL RECEIVED: ---->	$110.00
CASH BACK: ---->	$0.00

PAYMENTS
Check # 217693 -> $110.00

County: Monroe

Site No.: 828113

AMENDED DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 16th day of September 2026, by Lotus-Green Development LLC, a domestic limited liability company organized and existing under the laws of the State of New York and having an office for the transaction of business at c/o Larsen Engineers, 700 West Metro Park, Rochester, NY 14623 and Altima Development LLC, a domestic limited liability company organized and existing under the laws of the State of New York having an office address of 305 Pinewild Drive, Suite 3, Rochester, NY 14606.

WHEREAS, Lotus-Green Development LLC is the owner of the subject remedial site, namely that parcel known as 143.10-1-37.2, located at 38 East Buffalo Road, Village of Churchville, County of Monroe, State of New York, which is part of lands conveyed to Lotus-Green Development LLC by deed recorded in the Monroe County Clerk's Office in Liber 10484 and Page 235, hereinafter referred to as "the Property" and

WHEREAS, Lotus-Green Development LLC was the owner of that parcel known as 143.10-1-37.1, located at 32 East Buffalo Road, Village of Churchville, County of Monroe, State of New York, conveyed to Lotus-Green Development LLC by deed recorded in the Monroe County Clerk's Office in Liber 10484 and Page 235, hereinafter referred to as "Lot 37.1", and

WHEREAS, Lotus conveyed Lot 37.1 to Alantic Funding & Real Estate LLC ("Alantic") by Warranty Deed recorded in the Monroe County Clerk's Office on September 13, 2022 in Book 12719 of Deeds at Page 222; and

WHEREAS, Alantic conveyed Lot 37.1 to Altima Development LLC (current owner) by Bargain and Sale Deed recorded in the Monroe County Clerk's Office on May 30, 2024 in Book 12961 of Deeds at Page 151; and

WHEREAS, before the above referenced conveyances, Lotus-Green Development LLC recorded a Declaration of Covenants and Restrictions ("Declaration") dated May 10, 2007, and recorded in the Monroe County Clerk's Office in Liber 10484 Page 242, attached to this Amended Declaration of Covenants and Restrictions ("Amended Declaration") as Appendix "A" and made a part hereof.

WHEREAS, the Declaration, recorded in Liber 10484 Page 242, included tax Lot 143.10-1-37.1 within the attached legal description. The Department of Environmental Conservation ("Department") has deemed this parcel no longer needs to be covered by the existing Declaration. This Amended Declaration is being filed to revise the legal description to ***remove*** Lot 37.1 (32 East Buffalo Rd.) and cover ***only*** Lot 37.2 (38 East Buffalo Rd.).

NOW, THEREFORE, Lotus-Green Development LLC, for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Amended Declaration is described in Appendix "B" and as shown on a map attached as Appendix "C" and made a part hereof.

MONROE COUNTY CLERK'S OFFICE
RECORDED
SEP 17 2026
Time:

Second, all other terms of the Declaration of Covenants and Restrictions dated May 10, 2007, and recorded in the Monroe County Clerk's Office in Liber 10484 Page 242, shall remain in effect.

Third, this Amended Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property, and shall provide that the owner and its successors and assigns consent to enforcement by the Department or Relevant Agency of the prohibitions and restrictions laid out herein, and hereby covenant not to contest the authority of the Department or Relevant Agency to seek enforcement.

Fourth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Department or Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Amended Declaration.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

Lotus-Green Development LLC:

By: _____

Print Name: S. R. SHRIVASTAVA

Title: PRESIDENT and Sole Member Date: 9/16/26

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

On the 16th day of September in the year 2026 before me, the undersigned, personally appeared S. R. Shrivastava, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public - State of New York

ALAN J. KNAUF
Notary Public, State of New York
Reg. No. 02KN5044468
Qualified in Monroe County
Commission Expires May 30, 2028

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

Altima Development LLC:

By: Manager

Print Name: Alfred D. Spaziano

Title: MANAGER Date: 9.16.26

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

On the 16th day of September, in the year 20 26, before me, the undersigned, personally appeared Alfred D. Spaziano personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Anthony Carello
Notary Public - State of New York

ANTHONY MICHAEL CARELLO
NOTARY PUBLIC, State of New York
Registration No. 02CA6278366
Qualified in Monroe County
Commission Expires March 25, 2029

Appendix A – Declaration of Covenants and Restrictions

MONROE COUNTY CLERK'S OFFICE

Return To:

LARSAN ENGINEERS
700 WEST METRO PARK
ROCHESTER NY 14623

Index DEEDS

Book 10484 Page 0242

No. Pages 0008

Instrument DECL RESTR COVT

Date : 7/05/2007

Time : 9:57:00

Control # 200707050208

TT#

TT# TT 0000 022376

Employee ID KS40

LOTUS-GREEN DEVELOPMENT LLC

LOTUS-GREEN DEVELOPMENT LLC

TRANS TAX	$	.00
FILE FEE-S	$	19.00
FILE FEE-C	$	13.00
REC FEE	$	24.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	56.00

MORTGAGE TAX

MORTGAGE AMOUNT	$	.00
BASIC MORTGAGE TAX	$	.00
SPEC ADDIT MTG TAX	$	.00
ADDITIONAL MTG TAX	$	.00
Total	$	.00

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERKS ENDORSEMENT, REQUIRED BY SECTION 317-a(5) & SECTION 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

TRANSFER AMT

TRANSFER AMT	$	.00
TRANSFER TAX	$	.00

Cheryl Dinolfo
Monroe County Clerk

DL04840242

RECORDED

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS COVENANT, made the 10 day of May, 2007. by **LOTUS-GREEN DEVELOPMENT, LLC.** a domestic limited liability company organized and existing under the laws of the State of New York and having an office c/o Larsen Engineers, 700 West Metro Park, Rochester, New York 14623,

WHEREAS, Lotus-Green Development, LLC is the owner of property where hazardous substances were disposed and which is located on 32 East Buffalo Road in the Village of Churchville. County of Monroe. State of New York, which is part of lands conveyed by _____ _____ to _____ by Deed dated _____ and recorded in the Monroe County Clerk's Office on _____ in Book _____ of Deeds at Page ____ and being more particularly described on Appendix "A" attached to this Declaration and made a part hereof, and hereinafter referred to as "the Property", and

WHEREAS, the Property is subject to the jurisdiction of the New York State Department of Environmental Conservation hereinafter referred to as "the Department", and

WHEREAS, the Department has the authority to implement programs at sites where hazardous substances may constitute a significant threat to the environment

NOW, THEREFORE, Lotus-Green Development. LLC. for itself and its successors and/or assigns, covenants that

2007 JUL -3 P 1:40

First, the Property subject to this Declaration of Covenants and Restrictions is as shown on a map attached to this Declaration as Appendix "B" and made a part hereof, and consists of the property described in Appendix "A"

Second, the owner of the Property will grant access and not interfere with the agents, employees or other representatives of the Department who may enter and inspect the Property in a reasonable manner and at reasonable times to take such actions as necessary consistent with their authority

Third. the owner of the Property shall maintain the fencing and other measures already in place to secure the Property and shall not interfere with any program being implemented at the Property by the Department

Fourth, the owner of the Property shall not engage in any use of the Property or allow any use of the Property unless the owner first obtains permission for such use from the Department

Fifth, this Declaration is and shall be deemed a covenant and shall run with the land and shall be binding upon all future owners of the Property and shall provide that the owner, and its successors and assigns. consents to the enforcement by the Department of the restrictions contained in this Declaration and hereby covenants not to contest the authority of the Department to seek enforcement

Sixth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Department has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Declaration of Covenants and Restrictions

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below

LOTUS-GREEN DEVELOPMENT, LLC

Dated May 10, 2007

By _____
Name S.RAM SHRIVASTAVA
Its PRESIDENT

STATE OF NEW YORK)
COUNTY OFMONROE) ss

On the 10 day of May, in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared S Ram Shrivastava 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/~~she~~ executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

_____
Notary Public

PAMELA L. BISHOP
NOTARY PUBLIC, STATE OF NY
Monroe County 01BI6150358
Commission Expires March 19, 2010

Appendix B – Amended Legal Description

All that tract or parcel of land situate in the part of Town Lot 36, Township 2, Range 2, Phelps & Gorham Purchase, Village of Churchville, County of Monroe, State of New York, all as shown on a map filed at the Monroe County Clerks Office entitled, "32 Buffalo Street Subdivision Being a Re-subdivision of a Portion of Liber 47 of Maps at Page 21 & Liber 44 of Maps at Page 20" prepared by Costich Engineering D.P.C., having Drawing No.8312 – VD100, dated February 23, 2022, filed as Liber 364 of Maps, Page 100, and being more particularly bounded and described as follows:

Beginning at a point being on the northerly right of way line of East Buffalo Street - N.Y.S.Route 33 (R.O.W. Varies), said point being the southeast corner of lands now or formerly owned by Richard J. Moriarty & Barbara I. Moriarty (T.A.#143.10-1-35); thence

1. N20°31'52"W, a distance of 159.63 feet to a point; thence
2. S78°22'08"W, a distance of 126.68 feet to a point; thence
3. N84°44'03"W, a distance of 54.03 feet to a point; thence
4. S60°53'39"W, a distance of 57.75 feet to a point; thence
5. N14°36'36"E, a distance of 13.45 feet to a point; thence
6. N09°27'41"E, a distance of 30.73 feet to a point; thence
7. N23°30'00"E, a distance of 62.29 feet to a point; thence
8. N15°32'31"E, a distance of 43.03 feet to a point; thence
9. N26°41'13"E, a distance of 73.77 feet to a point; thence
10. N19°09'59"E, a distance of 54.38 feet to a point; thence
11. N23°09'45"E, a distance of 60.05 feet to a point; thence
12. N22°04'52"E, a distance of 57.84 feet to a point; thence
13. N35°52'12"E, a distance of 103.65 feet to a point; thence

14. N00°56'44"W, a distance of 19.51 feet to a point; thence

15. N32°11'37"E, a distance of 32.77 feet to a point; thence

16. N34°29'42"E, a distance of 78.64 feet to a point; thence

17. S28°23'52"E, a distance of 389.56 feet to a point; thence

18. S63°24'08"W, a distance of 244.43 feet to a point; thence

19. S20°31'52"E, a distance of 216.39 feet to a point being on the northerly right of way line of East Buffalo Street - N.Y.S.Route 33 (R.O.W. Varies); thence

20. S63°47'52"W, along the northerly bounds of East Buffalo Street – N.Y.S. Route 33, a distance of 18.48 feet to a point; thence

21. S69°49'10"W, continuing along the said northerly bounds, a distance of 5.61 feet to the point and place of beginning. Containing 2.722 acres of land, more or less.

Appendix C - Map


CONCRETE FOOTPRINT
FORMER AST'S
CONCRETE FOOTPRINT
WASTE STORAGE AREA
CHEMICAL STORAGE AREA
OUTFALL TO BLACK CREEK
FORMER 500 GALLON GASOLINE AST
CONCRETE FOOTPRINT
E. Buffalo St./ State Hwy 33
State Hwy 33
E Buffalo St
PAVED PARKING AREA
NOTES:
(1) Aerial image obtained from Pictometry 2016 and may not represent current site conditions.
(2) Site boundaries based on tax parcel boundaries from Pictometry 2016 and are considered approximate.
(3) Site features are approximate.