

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

W I T N E S S E T H :

WHEREAS, Neil Hirsch Enterprises, Inc. is the owner of the real property described in Exhibit "A" attached hereto and made a part hereof, and intends to construct thereon at least fifty-seven (57) Dwelling Units (hereinafter defined), together with the Association Property and the Facilities (hereinafter defined) suitable for social, recreational and cultural purposes for the use and benefit of the Owners (hereinafter defined) and their guests; and

WHEREAS, the Sponsor (hereinafter defined) desires to provide for the preservation of the architecture and appearance of and values and amenities in the Development (hereinafter defined) and for the maintenance and care of the Common Areas and the exteriors of the Dwelling Units and, to this end, desires to subject the real property described in Exhibit "A" to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth (hereinafter collectively referred to as the "covenants and restrictions"), each and all of which are for the benefit of said real property and each Owner; and

WHEREAS, the Sponsor has deemed it desirable, for the efficient preservation of the architecture and appearance of and values and amenities in the Development, that there be an agency to which will be delegated and assigned the powers of maintaining and administering the Association Property and the Facilities and exteriors of the Dwelling Units, administering and enforcing the covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter described; and

WHEREAS, there has been incorporated under the laws of the State of New York, as a Not-For-Profit corporation, Cambridge Court Homeowners' Association, Inc., for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, the Sponsor declares that the real property described in Exhibit 'A', is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth in this instrument (hereinafter called "the Declaration").

ARTICLE I  
Definitions

The following words when used in this Declaration or any supplemental Declaration (unless the context shall otherwise require) shall have the following meanings:

(a) The "Association" shall mean Cambridge Court Homeowners' Association, Inc., its successors and assigns.

(b) The "Board" shall mean the Board of Directors of the Association.

(c) The "Association Property" shall mean the easement interests owned by the Association over, under, and across the private roads, vehicular parking areas, and certain Lots within the Development. The Association Property shall not include the general easement herein granted to the Association solely for the purpose of entering upon Lots to perform Dwelling Unit or Lot maintenance and care. The Association Property is more fully described in Schedule B attached.

(d) The "Facilities" shall mean the private road and vehicular parking area surface pavement and base, the Development identification sign, the lawn sprinkler system, the lights and related electrical wires and system to illuminate the identification sign, and shrubs, trees, lawn and other landscaping located and installed on or within the Association Property.

(e) The "Development" shall mean the real property described in Exhibit "A", together with all buildings and improvements thereon.

(f) "Dwelling Unit" shall mean any single family residential dwelling located in the Development. A Dwelling Unit may be a separate and detached dwelling or a dwelling attached to at least one adjacent dwelling by a party or common wall. The size, shape, design, and location, of any Dwelling Unit within the Development shall rest within Sponsor's sole discretion, subject only to applicable local and State building codes, laws, rules and regulations, and Sponsor's contractual obligations to the purchaser of any Dwelling Unit.

(g) "Member" shall mean all those Owners who are members of the Association as provided in Article III, hereof, including the Sponsor, its successors and assigns, as long as Sponsor is the record owner of the fee simple title to any Lot or real property within the Development whether or not improved by a Dwelling Unit.

(h) "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Dwelling Unit or Lot, but shall not mean or refer

to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "Sponsor" shall mean Neil Hirsch Enterprises, Inc., a New York corporation, its successors and assigns.

(j) "Lot" shall mean a residential lot appearing on a subdivision map (or a resubdivision map) of all or part of the Development duly filed in the Monroe County Clerk's Office.

(k) "Phase I" shall mean the first section of the Development subdivided by the Sponsor into twenty-six (26) Lots on which attached Dwelling Units shall be constructed, together with various easements, parking areas, and a private road. Phase I is shown on a subdivision map duly filed in the Monroe County Clerk's Office in Liber 226 of Maps, at Page 54.

(l) "Phase II" shall mean the second section of the Development subdivided by the Sponsor into Lots, together with various easements, parking areas, and a continuation of the private road contained in Phase I. Phase II, as the same will be shown on a subdivision map thereof to be filed in the said Clerk's Office at a future date, will contain thirty-one (31) Lots on which attached Dwelling Units will be constructed. Sponsor may further resubdivide one of the Phase II Lots to create one additional Lot on which to build a detached single-family residence.

## ARTICLE II

### Additions to Property Subject to This Declaration

Section 1. Additions to the Development by the Association. After the termination of the Class B Membership, annexation of additional property shall require the consent of two-thirds of the Class A Members entitled to vote thereon, at a special meeting duly called for this purpose. There shall be no such annexation while there is a Class B Membership. The subdivision and development of Phase II shall not be deemed annexation of additional property.

Section 2. Mergers. Upon a merger or consolidation of the Association, with another association, the properties, rights and obligations of the Association may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Development, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Development except as hereinafter provided.

## ARTICLE III

### Membership and Voting Rights in the Association

Section 1. Membership. Membership in the Association shall include Sponsor and every person or entity who is an Owner of a Dwelling Unit or Lot which is subject by the Declaration to

assessment by the Association. Membership shall automatically attach and be appurtenant to, and inseparable from, Lot or Dwelling Unit Ownership. The membership shall consist of two (2) classes, Class A Members and Class B Members.

(a) Class A Members shall be all Lot or Dwelling Unit Owners, including the Sponsor. Each Class A Member shall have only one vote regardless of the number of Lots or Dwelling Units owned.

(b) The Class B Member shall be the Sponsor, its successors and assigns.

(c) Until the termination of the Class B Membership, the Class B Membership shall be the only Class entitled to vote. After the termination of the Class B Membership, the Class A Membership shall be the only Class entitled to vote.

(d) After an Owner acquires title to a Dwelling Unit from the Sponsor, such Owner shall thereupon become a Class A Member and the membership of the Sponsor with respect to such Dwelling Unit shall cease.

(e) If any Lot is owned or held by more than one person or entity, in joint or common ownership, or in such a fashion that the fee simple ownership of such Lot shall be divided legally or equitably among one or more persons or entities, such multiple Owners shall collectively be entitled to only one vote in respect of such Lot, and the manner of casting such single vote shall be determined by such multiple Owners of such Lot. In the event a Lot is owned by a corporation, the vote in respect of such Lot shall be cast by an appropriate officer of the corporate Owner.

(f) Any person or entity which holds an interest in a Lot only as a security for the performance of an obligation, including a mortgagee, shall not be a Member.

(g) Any Member, including the Sponsor, shall be entitled to assign his right to vote by power of attorney, proxy or otherwise, provided that such assignment is made pursuant to the Certificate of Incorporation or the By-Laws of the Association.

Section 2. Termination of Class B Membership. The Sponsor's Class B Membership shall be terminated and be converted to Class A Membership (as to each Lot then owned by Sponsor) immediately upon the expiration of four (4) years after the transfer of the first Lot in Phase I, or upon the transfer of fifty percent (50%) of the Lots contained in Phase I and Phase II, whichever event first occurs.

Section 3. Non-Suspension of Membership. The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation for payment of assessments is imposed upon each Owner and becomes a lien upon the Dwelling Unit against which such assessments are made as provided by the Declaration. If a Member fails to make payment of any annual or special assessment levied by the Association, such failure to pay shall not result in the suspension of such Member's membership in the Association or in the loss of the Member's right to use the Facilities.

#### ARTICLE IV

##### Association's Property Rights

Section 1. Association Property and The Facilities. The Association Property shall consist only of the permanent easements within the Development specifically described in

sections 3 and 4 of this Article. The General Permanent Easement described in section 2 of this Article shall not be deemed part of the Association Property. The Association shall own the Facilities (hereinbefore defined) to be located on and within the Association Property, whether initially installed by Sponsor or subsequently replaced by the Association..

Section 2. General Permanent Easement; Right to Enter Dwelling Units. The Association shall have a permanent easement to enter and go upon each of the Lots contained in Phase I and Phase II of the Development with machinery, tools, equipment and personnel necessary for the purpose of providing the services required of the Association under the provisions of Article IX, Section 2b of this Declaration, and for the purpose of repairing, replacing or restoring any Dwelling Unit within the Development which has been damaged or destroyed by fire or other casualty in accord with the provisions of Article XIII, Section 5 of this Declaration. The Association shall have the right to enter the interior of any Dwelling Unit within the Development to perform those services which the Association is required to perform by the terms of this Declaration. However, such entry shall occur only during reasonable hours and only with the advance consent of the Dwelling Unit's Owner, which consent shall not be unreasonably withheld. In the event it shall be necessary for the Association to enter a Dwelling Unit under emergency circumstances, for the purpose of preserving life or property, no such consent shall be required.

Section 3. Private Road Easement. The Association shall have a permanent easement over, under, and across the private road (Cambridge Court) in the Development as such private road is shown on the filed subdivision map of Phase I and as said road shall be shown on the subdivision map of Phase II when it



is filed. Such easement shall be for the purposes: (i) of permitting the Association, and its agents servants and employees, ingress, egress and access over and across said road with all vehicles, personnel, machinery and equipment necessary to perform the maintenance and other services required of the Association under the terms of this Declaration, including the care, repair and replacement of the private road and vehicular parking areas within the Development; and (ii) of physically maintaining the road base and road pavement within and on the easement herein granted and within and on the said vehicular parking areas.

Section 4. Parking Easements. The Association shall have a permanent easement for the purpose of temporarily parking its said vehicles, equipment and machinery within those areas designated on the filed map of Phase I, and the map of Phase II, when it is filed,, as "Association Parking Easement", while performing those services required of it under the provisions of this Declaration.

Section 5. Gate and Entryway Easement. The Association shall have permanent easements over, under, and across those portions of Lots 1 and 45 of Phase I designated as "Homeowners Assoc. Easement" on the said filed subdivision map of Phase I. These easements shall be for the purpose of permitting the Association to own, repair, maintain, operate, and replace the Development identification signs, landscaping, electric illumination system, sprinkler system, and related wires and pipes, installed or to be installed by Sponsor in said easement areas, together with the right to go in and upon such easement areas for the purpose of accomplishing such purpose.

Section 6. Grant Of Easements. The Sponsor covenants for itself, its successors and assigns, that before the transfer of any Dwelling Unit in Phase I, it will convey the above

described easements in Phase I to the Association by warranty deed, and further, that before the transfer of any Dwelling Unit in Phase II, it will convey such easements contained therein to the Association by warranty deed. Each easement to be conveyed to the Association will be with reference to such easement as it appears on the filed subdivision map of Phase I and the subdivision map of Phase II when it is filed. The easements granted to the Association shall be free and clear of all covenants, conditions, restrictions, easements, encumbrances and liens, except:

(a) Any covenants, conditions, restrictions, easements, encumbrances and liens created by or pursuant to this Declaration;

(b) Any state of facts an accurate survey may show;

(c) Any covenants, conditions, restrictions, easements, encumbrances and liens set forth on the filed map for Phase I and upon the map of any Phase II when it is filed, including but not.

Section 7. Limitation on Association. The Association shall not make use of any of the easements granted to it in such a fashion as to impose an undue burden or annoyance upon any Lot Owner, nor shall it obstruct or block the flow of vehicular or pedestrian traffic over the private road.

#### ARTICLE V

#### Additional Rights of Association and Association Property

Section 1. Additional Rights of Association in Association Property. The Association shall have the right to dedicate or transfer all or any part of the Association Property and the

Facilities to any public agency, authority or utility, or such other transferee as the Association may determine, for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof shall be effective unless an instrument, signed by Class A Members entitled to cast two-thirds (2/3) of the votes of Class A Membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the action is sent to every such Class A Member not less than ten (10) or more than fifteen (15) days in advance of any action taken.

(a) The Association shall have the right to promulgate rules and regulations relating to the use, operation and maintenance of the Association Property and the Facilities for the safety and convenience of the users thereof, including, but not limited to by reason of enumeration, rules and regulations limiting and controlling the parking of vehicles or the placement of other obstructions on the Facilities or in the Association Property.

(b) The Association shall have the right to use water or electricity from outdoor taps or sockets on any Dwelling Unit for the purpose of watering, cutting, trimming or taking care of lawns, shrubs, and other plantings or in rendering the other maintenance services required of the Association under the terms of this Declaration for such Dwelling Unit or the Lot upon which such Dwelling Unit is situated.

ARTICLE VI  
Members Property Rights

Section 1. Road Easements. Each Lot Owner shall have a perpetual non-exclusive road easement for themselves and their invitees and guests in common with all other Lot Owners, their invitees and guests, for all vehicular and pedestrian traffic over and across the private road as the same is shown on the filed map of Phase I and as the same will be shown on the map of Phase II when it is filed.

Section 2. Parking Easement. Each Lot Owner shall have a perpetual non-exclusive easement for the temporary parking of private automobiles, for themselves, and their invitees and guests in common with all other Lot Owner's and their guests and invitees, on those areas designated on the filed map of Phase I as "Association Parking Easement" and on such similar areas as the same shall be designated on the map of Phase II when it is filed.

Section 3. Private Road And Parking Area Use. The common use of the private road and the parking areas by the Lot Owners shall be subject nevertheless to the reasonable regulations and rules promulgated by the Association in respect of the use of such areas and to the common use of such easements by the Association under the provisions of Article IV, above, by the Sponsor, and by any other grantee of the Sponsor specifically permitted and provided for by the subsequent provisions of this Declaration. In no event, however, shall a termination, abandonment, dedication, conveyance, or transfer of the non-exclusive common right of the Association, Sponsor, or any grantee of Sponsor, to use the private roads and parking areas cause a termination of the common and perpetual easement rights each Lot Owner in the Development shall have in the private road and parking areas.

Section 4. Repairing Easements. Each Lot Owner shall have a temporary easement over the property of adjacent Lot Owners for the purpose of performing such routine and minor maintenance of a Lot Owner's Dwelling Unit which is not required to be performed by the Association. The exercise of such temporary easement right shall not impair the enjoyment of the adjacent Lot and shall be limited to an area reasonably necessary to effect such minor repairs. In the event a Lot Owner, while exercising such easement right, shall damage the property of the adjacent Lot Owner's Dwelling Unit, such exercising Lot Owner shall be responsible for all costs for the repair of any damage to such adjacent Lot Owner's Dwelling Unit or property.

Section 5. Grant of Owners' Easements. The non-exclusive common perpetual easements herein provided for the benefit of each Lot Owner in the Development shall be granted to each such Lot Owner by appropriate language in such Lot Owner's deed of conveyance referring to the easements provided for in this Declaration.

Section 6. Reservations Affecting Lot Owner's Easement Rights. The Lot Owners' easements herein provided for shall be subject nevertheless to the following:

a. Covenants, conditions, restrictions, easements, encumbrances and liens created by or pursuant to this Declaration;

b. Any state of fact an accurate survey may show;

c. Covenants, conditions, restrictions, easements, encumbrances, and liens set forth on the filed subdivision map of Phase I and on the map of Phase II when it is filed.

Section 7. Lot or Easement Encroachment. If any part of a Dwelling Unit constructed by Sponsor (including but not limited to eaves, roof overhangs, foundation walls, siding material, gutters, fences, fireplaces, chimney flues, utility lines, wires, pipes, conduits and facilities and appurtenances within a party wall) encroaches on an adjacent Dwelling Unit or on any easement granted to the Association, any Lot Owner, or to the Town of Perinton, any special improvement district thereof, any municipal authority, or public or private utility company, pursuant to the terms of this Declaration, or, if any utilities (owned by the Town of Perinton, any special improvement district thereof, any municipal or public authority, any public or private utility company or other entity)) or the Facilities owned by the Association, as originally installed or subsequently repaired or replaced, shall encroach on any Lot or any easement granted by or pursuant to this Declaration, then Sponsor hereby grants to each such Lot Owner, the Association, and to any municipality, municipal or public authority, public or private utility or other entity, a permanent and valid easement for any such encroachment and the maintenance thereof so long as such encroachment shall continue and does exist. In the event any Dwelling Unit shall be partially or totally destroyed as a result of fire or casualty, and then rebuilt, repaired, or restored, encroachments similar in nature, location, and extent to those above described shall be permitted, and Sponsor grants each Lot Owner a valid easement for such encroachments and the maintenance thereof.

Section 8. Special Lot Common Driveway Easement. Sponsor reserves the right to grant to the owners of Lots 12 and 13 of Phase I, a common driveway easement over portions of each of said Lots as shown on the filed subdivision map for Phase I.

## ARTICLE VII

### Easements and Lot Resubdivision Rights Reserved to Sponsor.

Section 1. Construction Easement. During the period of time during which Sponsor is still constructing Dwelling Units in any phase of the Development, Sponsor shall have a temporary easement in each Phase of the Development for the purpose of constructing the Dwelling Units, maintaining a sales office, and installing and completing the Facilities in each Phase. The right to maintain a sales office shall include Sponsor's right to post sales signs, erect and maintain at least one model Dwelling Unit, and to have Sponsor's customers use the roads and vehicular parking areas within each phase. The easement herein shall terminate when Sponsor has sold the last Dwelling Unit in the Development. When the easement terminates, Sponsor shall clean up any area used by it, and shall restore the premises used to a neat and orderly fashion.

Section 2. Temporary Blanket Easement. Sponsor reserves a temporary blanket easement to go upon all Lots in any phase of the Development for the purpose of maintaining, repairing, replacing or restoring the Facilities and making repairs to the Dwelling Units pending the Association's take-over of such duties, and for the purpose of fulfilling the express warranties or agreements to repair contained in contracts between the Sponsor and the individual Dwelling Unit Owners.

Section 3. Utility and Mailbox Easements. Sponsor reserves the right to grant and create easements, whether or not the same are shown on the filed subdivision map of Phase I, or the map to be filed for Phase II, to the Town of Perinton, any special improvement district thereof, any public or private utility, any public or municipal authority, or other entity for the installation, repair, maintenance, and replacement of

sidewalks, sanitary and storm sewers, water lines and hydrants, electricity lines, telephone lines, cable television lines, and all related pipes, cables, wires, conduits, grates, manholes, and other appurtenances; provided that any such easements not shown on either of the filed maps referred to shall not be located under or across the portion of a Lot covered by the Dwelling Unit. Sponsor reserves the right to grant common easements to Lot Owners for the maintenance of mailboxes on various Lots.

Section 4. Lot Resubdivision by Sponsor. Sponsor reserves the right to resubdivide Lots shown on the filed map of Phase I and the map of Phase II when filed for the purpose of adjusting Lot boundary lines to accommodate the dimensions and placement of the Dwelling Units as constructed or to eliminate any encroachments of Dwelling Units onto adjacent Lots. Sponsor reserves the further right to resubdivide one of the Phase II Lots to create one additional Lot upon which a single-family detached residence may be erected. This right of resubdivision shall not apply to Lots which Sponsor has transferred to a new Owner.

#### ARTICLE VIII

#### Sponsor's Obligations

Section 1. Completion of Association Property by the Sponsor.

a. The Sponsor shall complete the following work to the Association's Property in Phase I and Phase II at its sole cost and expense.

(i) The installation and construction of the Facilities (as hereinbefore defined);



(ii) The installation of all public sidewalks, sanitary and storm sewers, water lines and hydrants, water drainage lines, pipes, conduits, facilities, appurtenances, and other utilities (where the same are not installed by the Town of Perinton, any special improvement district thereof, any municipal authority or any private utility company or other entity) which are required under the applicable provisions of the Town Law of New York, and other local and State zoning and building laws, rules, and regulations, in order to file a subdivision map of Phase I and Phase II in the said Clerk's Office.

b. The Sponsor's obligation to complete such work shall survive and continue until the same is fully completed.

c. Except for the existing purchase money and construction mortgages now or about to become liens on the Development, Sponsor will place no mortgages on the Association Property. The purchase money and construction mortgages will be subordinate to the Declaration and will not be a lien against the Association Property.

Section 2. Sponsor's Operation and Maintenance of Common Areas and Exteriors of Dwelling Units.

a. The Sponsor shall operate, repair and maintain the Association's Property, the Facilities, and the exteriors of the Dwelling Units in Phase I until the sale of the first Dwelling Unit in Phase I, at which time the Association shall become responsible for such functions.

b. The Sponsor shall operate, repair, and maintain the Association's Property, the Facilities, and the exteriors of the Dwelling Units in Phase II until the sale of the first

Dwelling Unit in Phase II, at which time the Association shall become responsible for such functions.

c. While Sponsor controls the Board of the Association, it will provide an annual certified financial statement to the Association.

#### ARTICLE IX

##### Covenant For Assessments; Purpose of Assessments; Services Performed by Association; Obligations on Sponsor's Lots; Collection of Assessments

Section 1. Imposition of Assessments, Lien, and Personal Obligation. Each Lot or Dwelling Unit Owner, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or other instrument pursuant to which title was obtained so provides shall be deemed to covenant and agree to pay to the Association: (i) annual assessments (maintenance charges), and (ii) special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. Each assessment, together with any interest or collection costs thereon as hereinafter permitted, shall be a charge and continuing lien upon the Lot against which the assessment is made and shall also be the personal obligation of the Owner of such Lot at the time the Assessment is made.

Section 2. Services to be Rendered by the Association and Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Development in connection with their use and

enjoyment of the Association's Property, the Facilities, and the Dwelling Unit, including, but not limited to:

a. Association Property and Facilities. The payment of taxes, if any, insurance premiums, the cost of any repair, replacement, maintenance, restoration or additions to the Association's Property or the Facilities (including but not limited to the plowing and removal of snow from the private road and vehicular parking areas, the repaving and replacement of the surface of such road and parking areas, the repair or replacement of the identification signs, and the care and replacement of the landscaping within the Association Property), as well as the cost of labor, equipment, materials, administrative and management services ) for the administration and supervision of the Association and the Association's Property and the Facilities, or for creating reserves for such purposes; and

b. Exterior of Dwelling Units. The painting, staining, repair, replacement and care for roofs, gutters, leaders, exterior building surfaces, exterior fireplace chimneys or flues (whether or not installed by Sponsor), privacy fences installed on common Lot boundary lines (whether installed by Sponsor or not) and other exterior improvements installed on any Dwelling Unit by Sponsor, or the comparable replacements thereof; the trimming, cutting, watering or caring for trees, shrubs, lawns or other plantings installed by the Sponsor, including the replacements thereof; the repair, maintenance, replacement and care for any sanitary sewer laterals and storm sewers or water and drainage lines, facilities, pipes, conduits or appurtenances which are not owned or maintained by the Town of Perinton, any special improvement district, or any municipal authority or private utility company or other entity, which are located on the

exterior building surfaces and over, under or across the front, side or rear yards of the Dwelling Units, but excluding those located within the building structure of the Dwelling Units; the removal of snow from the private driveway of each Dwelling Unit; and the collection and removal of waste, rubbish, and garbage from the Dwelling Units. In the event that the need for such maintenance, replacement, or repair is caused by the willful or negligent act or omission of the Owner, his family, guests or invitees, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such Dwelling Unit is subject. The exterior maintenance required of the Association shall not include repair, replacement or care of glass surfaces or windows, storm doors, screen doors, storm windows, screen windows, exterior lighting fixtures or light bulbs, or other exterior improvements of a similar nature installed by the Owner or by Sponsor; replacing trees or shrubs installed by the Dwelling Unit owner and trimming, cutting, replacing or caring for trees, shrubs, grass or other plantings within any area enclosed by permitted fences on any Dwelling Unit; removal of snow from any private sidewalk located on a Lot; repair or replacement of private driveways or sidewalks on a Lot; and

c. Berm Landscaping. The trimming, cutting, watering, or caring for trees, shrubs, or other plantings installed by the Sponsor, including the replacements thereof, in the earth berms installed by Sponsor on the exterior boundaries of the Development.

d. Independent Manager. The employment of a professional manager to supervise and arrange for all the work, services, and materials required in the operation, care, and maintenance of the Association Property, the Facilities, the exterior of the Dwelling Units, and in performing all other

functions required of the Association hereunder, including the administrative service of billing for and collecting the assessments levied by the Association. Such professional manager shall be paid a fee by the Association which is comparable to the customary fees received by persons or entities performing similar services within the community. The Board may enter into a renewable management agreement with such manager for an initial period not to exceed three (3) years. Such manager must be unaffiliated with Sponsor.

Section 3. Payment of Annual Assessment. The annual assessments provided for herein for Lots in Phase I shall commence on the day the first Lot in Phase I is transferred, and for Lots in Phase II, on the day the first Lot in Phase II is transferred. The Association shall from time to time fix the amount of the annual assessment at a sum sufficient to pay the anticipated costs of maintaining and operating the Association's Property, the Facilities, the exteriors of the Dwelling Units, and the earth berms, as contemplated by Section 2 of this Article during the ensuing fiscal year of the Association, and any operating deficits previously sustained. The annual assessments fixed by the Association shall include such amounts as the Association shall deem proper to provide reserves for the replacement of the Facilities owned by the Association as well as those portions of the exteriors of the Dwelling Units which are the responsibility of the Association to maintain and repair, and such other items or materials for which the Association is responsible under the terms of the Declaration. A Lot Owner's obligation for annual assessments shall be payable in equal monthly installments, or such other less frequent periods as shall be fixed by the Board, in advance. A Lot Owner's obligation to pay such annual assessments shall commence upon the transfer of his Lot to him by Sponsor. The portion of the annual assessment due for the

month of the transfer shall be adjusted from the date of the transfer to the close of such month and shall be paid to the Association at transfer. Thereafter, the full amount of the monthly, or other periodic, installment shall be paid directly to the Association. Any change in the commencement date and the amount of assessment against each Lot or Dwelling Unit for each assessment period shall be fixed by the Association at least thirty (30) days in advance of such date, and, the Association shall, at that time, prepare a roster of the Dwelling Units and the applicable assessments which shall be kept available for inspection at the Association's office by any Owner. Written notice of the assessments shall thereupon be sent to every Owner subject thereto; but the failure to send such notice shall not relieve an Owner of the obligation and responsibility to pay such assessments.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 of this Article, the Association may levy, in any assessment year, special assessments (which shall be fixed in accordance with the provisions set forth in Section 5 of this Article) for all Lots or Dwelling Units applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, replacement or restoration of the Facilities within the Association Property, including the necessary fixtures and personal property related thereto, or for the purpose of providing those repairs, replacements, or restorations which the Association is required to make to the exteriors of Dwelling Units and for which the contingency funds or reserves maintained by the Association are inadequate; provided that any such special assessment shall have the assent of two-thirds of the votes of any Class of members who are entitled to vote thereon at a special meeting duly called for this purpose. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 5. Uniformity of Assessments. Each Lot Owner shall be responsible to pay a fraction of the total annual special assessments levied by the Association after such Lot becomes subject to the payment thereof in accordance with the foregoing provisions hereof. Subject to Sponsor's right to the difference between the Association's actual operating expenses and the annual assessments collected from Lot or Dwelling Unit Owners other than Sponsor, as set forth in Section 6 below, each Lot or Dwelling Unit Owner shall be responsible to pay 1/58th of the special or annual assessment levied by the Association after such Lot becomes subject to payment thereof. In the event that an additional Lot is not created by resubdivision in Phase II, each Lot or Dwelling Unit Owner's share will be increased to 1/57th of the Association's annual or special assessments.

Section 6. Assessments on Lots or Dwelling Units owned by Sponsor. No Lot or Dwelling Unit owned by Sponsor in the Development shall be subject to the payment of any annual assessments until Sponsor notifies the Association in writing that all the remaining and unsold Lots it Owns in the Development shall immediately become subject to the payment of such annual assessments. Thereupon, Sponsor shall commence to pay the required monthly assessment installment for each Lot or Dwelling Unit covered by such notice. The annual assessment installments which are due for the month in which such notice is given shall be adjusted and prorated from the date of such notice to the close of such month. While the Lots or Dwelling Units owned by Sponsor in the Development are exempt from the payment of the annual assessments by virtue of the foregoing provisions of this section, Sponsor shall pay to the Association each month, a sum of money equal to the Association's actual monthly expenses, including all reserve contributions

reduced by the total assessments levied by the Association for that month upon other Lots in the Development. Sponsor shall have the right, but not the obligation, to be reimbursed by the purchaser of a Lot for those portions of Sponsor's payments for such Lot which represent reserves for completed improvements. Such reimbursement to Sponsor may be collected upon the transfer of such Lot.

Section 7. Certificates of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing, signed by an officer of the Association, or an officer or employee of any independent manager properly retained by the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Association shall be entitled to levy an administrative charge for any such certificate requested by any such Owner in excess of one (1) per annual assessment period.

Section 8. Nonpayment of Assessment.

a. Lien and Personal Obligation. Every assessment, together with the interest thereon and cost of collection hereof, as are hereinafter provided, from the time made and until it is paid, shall constitute and continue as a lien on each Dwelling Unit, and also shall be a personal obligation of the Owner of the Dwelling Unit on the date which such assessment is due and payable. But the personal obligations for assessments made but unpaid shall not thereafter pass to the Owner's successors in title unless responsibility therefor shall be assumed by them, in writing. If any such assessment is not paid within thirty (30) days after the date upon which



it is due and payable, such assessment shall bear interest the date on which it was due and payable at the legal maximum rate permitted in the State of New York.

b. Remedies of the Association. The Association may bring a legal action against any Owner personally obligated to pay any assessment and/or may enforce or foreclose the Association's lien against the Dwelling Unit in respect of which any assessment, or interest thereon, has not been paid. In the event a judgment is obtained by the Association, such judgment shall include interest on the assessment as above provided and a sum, to be fixed by the court, to reimburse the Association for all costs, disbursements and expenses (including without limitation reasonable attorney's fees) incurred by the Association in connection with said action.

Section 9. Subordination of the Association's Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money or collateral first mortgage of record now or hereafter placed upon any Lot subject to such assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure, including a deed given in lieu of foreclosure. Such foreclosure sale or transfer shall not relieve a Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

Section 10. Conveyance to Subsequent Grantees. Any deed conveying titled to any Dwelling Unit or Lot shall contain the following covenant:

Grantee covenants that, as long as the grantee owns the premises herein, grantee will perform each and every obligation required to be performed by grantee under the Declaration of Covenants, Conditions and Restrictions made by Neil Hirsch Enterprises, Inc., dated February \_\_\_\_\_, 1984, and recorded in the Monroe County Clerk's Office in Liber \_\_\_\_\_ of Deeds, at page \_\_\_\_\_, as it may be amended from time to time, and as a member of the Cambridge Court Homeowners' Association, Inc., and grantee covenants and agrees to include this covenant in any deed conveying title to the premises described herein to any subsequent grantee.

Section 11. Reserves Reduction. While Sponsor controls the Board of the Association, no reserves collected for replacement shall be used to reduce projected annual assessments.

## ARTICLE X

### Party Walls

Section 1. Definition. The term "Party Wall" as used herein shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support or fire wall protection between each adjoining Dwelling Unit situated or intended to be situated in the boundary line between adjoining or adjacent Dwelling Units. "Party Wall" as herein used shall also include the fence erected by Sponsor, or any permitted extension thereof by a Dwelling Unit Owner, extending from the rear of a Dwelling Unit and situated, or intended to be situated, on the boundary line between adjacent Dwelling Units.

Section 2. General Rules of Law to Apply.

a. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and liability for damage due to negligence or willful acts or

omissions, shall apply to each Party Wall which is built as part of the original construction of the Dwelling Units located in the Development and any replacement thereof.

b. In the event that any portion of any structure, originally constructed by the Sponsor, including any Party Wall, shall protrude over an adjoining Lot or Dwelling Unit, such structure or Party Wall shall not be deemed to be an encroachment upon the adjoining Lot or Dwelling Unit. Owners shall neither maintain any actions for the removal of a Party Wall or projection nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners are granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements, structures, or Party Walls, if the same are constructed in conformance with the original structure or Party Wall constructed by the Sponsor, or if such Party Wall constitutes permitted extension by the Owner of a Dwelling Unit.

Section 3. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners making use of the Wall. The cost of reasonable repair and maintenance of a fence constituting a Party Wall shall be an expense of the Association, unless the necessity for such repairs or maintenance results from the negligence of the Dwelling Unit Owner using such Party Wall fence. A Dwelling Unit Owner, as hereinafter permitted, uses a portion of the Party Wall fence to enclose any portion of such Dwelling Unit Owner's rear yard, the Association shall no longer be responsible for the repair or maintenance of any portion of such Party Wall fence constituting a part of such enclosure.

Section 4. Destruction by Fire or Other Casualty. If a Party Wall or Party Fence is destroyed by damage or fire or other casualty, and such damage or destruction is not otherwise covered by insurance as set forth in Article XIII hereof, any Owner who has used the Wall may restore it, and if the other Dwelling Unit Owners sharing such Party Wall thereafter make use, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. Damage and Repair. Notwithstanding any other provisions of this Article, an Owner, who by his negligent or willful act or omission causes the Party Wall to be exposed to the elements shall bear the whole cost of repairing such damage.

Section 6. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Repair or Restoration. Any Party Wall which shall be repaired or restored pursuant to this Article shall be erected on the same spot where originally constructed by Sponsor, or subsequently replaced, and shall be of the same size, and the same or similar materials and like quality and construction.

Section 8. Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and their

decision in respect of any dispute under this Article shall be by a majority of all of the arbitrators and shall be binding upon the parties to such dispute.

## ARTICLE XI

### Restrictions Upon Owner's Use of the Property

#### Section 1. Exteriors of Dwelling Units.

a. Prohibited Maintenance. Except as hereinafter specifically set forth or provided, no Owner may maintain, alter or repair the exterior of a Dwelling Unit. Such prohibited maintenance and repair includes, but is not limited to, those services to be rendered by the Association as specified in Section 2b of Article IX.

b. Required Repairs. Owners shall be solely responsible for exterior maintenance not rendered by the Association, as specified in Section 2b of Article IX.

c. Permitted Alterations. While the Sponsor shall still be the Owner of at least twenty-five percent (25%) of the Lots in the Development, no Dwelling Unit Owner shall structurally, architecturally, or decoratively, alter or change the exterior of his Dwelling Unit without the advance written consent of Sponsor. In applying for such consent, the Dwelling Unit Owner shall submit detailed plans and specifications of the changes proposed. The application for such consent shall be in writing, personally delivered to Sponsor at its main office or place of business. Such consent will be deemed to have been granted by Sponsor if Sponsor has neither approved nor disapproved such application in a writing, delivered to the applicant by certified mail, return receipt requested, within

sixty (60) days after such application has been delivered to Sponsor. After Sponsor owns less than twenty-five percent (25%) of the Lots in the Development, no Dwelling Unit Owner shall make such alterations or changes to the exterior of his Dwelling Unit without first securing the written approval of the Association, or a specifically designated Architectural Review Committee established by the Association for such purpose. The method of obtaining such approval from the Association, or its designated Committee, shall be in accord with rules and regulations promulgated by the Association at a regular or special meeting of the Association's Board. Copies of such rules and regulations shall be distributed to all Dwelling Unit Owners by the Association at least ten (10) days prior to their effective date.

Section 2. Fences. No Dwelling Unit Owner shall be permitted to construct any fence except in accordance with the following provisions.

a. The Party Wall fence originally installed or constructed by Sponsor may be extended along the common Lot boundary line to a distance of no more than sixteen (16) feet from the rear wall of the Dwelling Unit.

b. The Dwelling Unit Owner shall be permitted to enclose a portion of his rear yard (privacy area) with a fence. Any portion of the fence enclosing the privacy area shall not be constructed or extend beyond a line which is parallel to the rear wall of the Dwelling Unit and sixteen (16) feet distant therefrom at all points measured at right angles. The Party Wall fence may be utilized as a part of the fence enclosing such privacy area. The Association shall not be responsible for any maintenance within the privacy area, nor

for the repair or maintenance of the fence enclosing the privacy area. The cost of such repair and maintenance shall be the sole responsibility of the Dwelling Unit Owner.

c. All fences extended or erected by a Dwelling Unit Owner as hereinbefore permitted shall be of the same height, material, quality and design as the original Party Wall fence constructed by Sponsor.

Section 3. Patios and Exterior Fireplace Chimneys.

a. Any Dwelling Unit Owner shall be permitted to construct a patio, deck, or similar facility, in his rear yard provided the same is connected to the rear wall of his Dwelling Unit and does not extend beyond a line which is parallel to the rear wall of the Dwelling Unit and sixteen (16) feet distant therefrom at all points measured at right angles. Responsibility for the maintenance, care, replacement and restoration for such patio, deck or similar facility shall be that solely of the Dwelling Unit Owner except that if such Dwelling Unit Owner fails to properly care for such patio, deck or similar facility, the Association, after reasonable notice to the Dwelling Unit Owner, may undertake to make such repair or maintenance and charge the same to the Dwelling Unit Owner as part of his annual assessment.

b. If a Dwelling Unit as originally constructed by Sponsor did not contain a fireplace and exterior chimney, the Dwelling Unit Owner shall have the right to install such a fireplace and exterior chimney in accordance with applicable zoning and building laws, rules and regulations. After the construction of an exterior chimney by a Dwelling Unit Owner, the Association shall become responsible for its repair, replacement and restoration as though the same were a part

the exterior repairs to be performed by the Association under Section 2b of Article IX. Such exterior chimney may be erected on the rear wall of any Dwelling Unit, or the side walls of any exterior Dwelling Units.

Section 4. Prohibited Landscaping. No Dwelling Unit Owner, other than the Sponsor, shall plant or install any trees, bushes, shrubs, gardens, or other plantings, or authorize the same to be done in the front or side yard of any Dwelling Unit except an Owner may replace (with a comparable replacement) any tree, bush, shrub, or other planting planted by the Sponsor in the side or rear yard of any Dwelling Unit. No Owner, other than the Sponsor, or the Association, shall plant or install any trees, bushes, shrubs, or other plantings, or authorize the same to be done in any of the Association Property.

## ARTICLE XII

### Restricted Use of Dwelling Units and Lots

Section 1. Use Limitations. The use of a Dwelling Unit and a Lot by an Owner or other occupant shall be subject to the provisions of this Declaration, the By-Laws and the reasonable rules and regulations of the Association promulgated as permitted herein and for the purpose of protecting the use of the Facilities and the Association Property, and the following specific covenants and restrictions:

a. No exterior radio or television antenna or window or wall air conditioning unit may be installed, attached, or erected on a Dwelling Unit, except as originally installed, if any, by the Sponsor (or the comparable replacement thereof).



The provisions of this subsection shall not limit or prohibit the installation of an exterior central air conditioning or heat pump unit servicing a Dwelling Unit.

b. No house, utility, boat or other trailer, mobile home, camper truck, motor home, boat, shack, outbuilding or utility building may be placed, parked for more than seventy-two (72) hours, or stored in the front, side or rear yard of the Dwelling Unit, or on any of the Association Property.

c. No Owner shall post any sign, advertisement or poster of any kind on the exterior of a Dwelling Unit, or on the front, side or rear yards of a Dwelling Unit, or in any window of the Dwelling Unit, without the prior written consent of the Board.

d. Any Owner who mortgages his Dwelling Unit shall notify the Board providing the name and address of his mortgagee.

e. The Board shall, at the request of the mortgagee of the Dwelling Unit, report any delinquent assessments due from the Owner of such Dwelling Unit without such Owner's consent.

f. No nuisances shall be allowed in the Development, nor shall any use or practice be allowed which is the source of annoyance to residents of the Development or interferes with the peaceful possession and proper use of the Development by the residents.

g. No immoral, improper, noxious, commercial, industrial, offensive or unlawful use shall be made of the Development or any part thereof, and all valid laws, zoning

ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

h. Reasonable rules or regulations may be promulgated by the Board concerning the use of the property within the Development, and such rules or regulations shall be observed by the Owners and residents, provided, however, that copies of such regulations are furnished to each member or occupant at least ten (10) days prior to the time that such rules or regulations are to become effective.

i. All assessments shall be paid when due.

j. No pets shall be maintained in any Dwelling Unit or on any Lot except dogs, cats, caged birds, and other similar and usual domestic pets. No dog, cat, or other permitted domestic pet shall be permitted to run loose on any portion of the Development.

k. No front, side, or rear yard of a Dwelling Unit shall be used or maintained for the storage or dumping of rubbish, trash, garbage or other waste. All such materials shall be stored in a clean and sanitary condition in an appropriate container or receptacle in the Dwelling Unit pending collection. Not sooner than eight p.m. of the evening immediately preceding the collection day of such materials, each Dwelling Unit Owner shall place such materials wrapped in a plastic trash bag, securely tied, outside the Dwelling Unit in an accessible place for pick-up by the collection service.

l. During the course of construction or reconstruction, the Sponsor shall be permitted to maintain such Facilities as the Sponsor deems, in its sole discretion, to be necessary, including but not limited to, model units, sales offices, storage areas and signs.

m. No Dwelling Unit Owner shall remove, move, add or otherwise change the landscaping installed by the Sponsor in the Development, nor shall any Dwelling Unit Owner (except as herein specifically provided) construct or place any outbuildings, structures, pavement, walks, driveways, or sheds on or in his Lot except as a replacement of those originally installed by Sponsor; provided however, that Sponsor, or the Owner of Lots 28, 29, and 30 of Phase I as shown on the filed map thereof may install a paved vehicular parking area on or within the southerly twenty-five (25) feet of each of said Lots. If such paved parking areas are installed on or in said Lots, the responsibility for the care, maintenance, repair and replacement thereof shall belong exclusively to the Owner or Owners of each of said Lots, and the Association shall specifically have no responsibility to maintain, replace, care for, or repair such parking areas, except if the Owners of such Lots fail to maintain such parking areas, the Association, after reasonable notice to such Owners, may repair the parking areas and charge the Owners of said Lots directly for the expenses involved. The Association shall have a lien for any such charges which are unpaid and the right to enforce said lien, or collect such delinquent charges, including reasonable court costs, disbursements, and interest, through any available legal or equitable remedy.

n. No Dwelling Unit Owner shall paint the exterior surfaces of windows, walls or doors opening out of his Dwelling Unit.

o. No person shall park a vehicle or otherwise obstruct any other Dwelling Unit Owner's use of ingress or egress to any garage, driveway, or parking space, nor may any vehicle be parked on the private road when such parking would

obstruct access by emergency or service vehicles, or obstruct the general use of the private road by other Dwelling Unit Owners in the Development.

p. No Dwelling Unit Owner shall make any interior alterations or repairs to a Dwelling Unit which would impair the structural soundness of any Party Walls, reduce the levels of fire safety in adjacent Dwelling Units, or diminish the heat and sound insulation between adjacent Dwelling Units.

q. There shall be no exterior clothes lines for the purpose of hanging garments, rugs, or clothing, on any of the Lots in the Development.

### ARTICLE XIII

#### Insurance and Reconstruction

Section 1. Insurance to be Carried. The Association, through the Board, shall obtain and maintain, to the extent obtainable and to the extent the Board determines to be appropriate or relevant: (i) fire and casualty insurance on the Association Property, the Facilities, and the Dwelling Units; (ii) liability insurance on the Association Property and the Facilities; (iii) director's and officer's liability insurance; and (iv) such other insurance as the Board of Directors shall deem necessary from time to time to protect its interests and the interest of the Dwelling Unit Owners.

Section 2. Fire and Casualty Insurance. The Board shall be required to obtain and maintain, to the extent obtainable and to the amount determined by the Board to be reasonably necessary, the following insurance: fire insurance with extended coverage, water damage, vandalism and malicious

mischievous endorsements, insuring all of the Dwelling Units in the Development (but not including furniture, furnishings, or other personal property or fixtures supplied or installed by Dwelling Unit Owners), together with all wall to wall carpeting and wall covers installed by the Sponsor, all built-in fixtures and appliances, and all heating, air conditioning and other service machinery, contained therein, covering the interest of the Association, the Board of Directors and all Dwelling Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Dwelling Units and the protected contents. Each of such policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Dwelling Unit which shall provide that the loss if any, thereunder, shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provision in favor of the Board of Directors and the Insurance Trustee as hereinafter set forth. All such policies shall provide that the adjustment of loss shall be made by the Board of Directors with the approval of the Insurance Trustee, and that the net proceeds thereof, if \$50,000.00 or less, shall be payable to the Association, and if more than \$50,000.00 shall be payable to the Insurance Trustee.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Dwelling Unit Owners or of the invalidity arising from any act of the insureds or any Dwelling Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days written notice to all of the insureds, including all mortgagees of Dwelling Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of

Dwelling Units, if required by such mortgagees, at least ten (10) days prior to the expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from the fire insurance company or otherwise of the full replacement value of the Dwelling Units and the insured contents thereof for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

Section 3. Director's Insurance. The Board shall also be required to obtain and maintain, to the extent obtainable, directors' and officers' liability insurance which shall cover their wrongful or negligent acts while performing their duties on behalf of the Association. Until after the first meeting held by the Board elected by the Class A Members, the amount of such coverage shall be in the amount of \$100,000.00.

Section 4. Liability Insurance. The Board shall be required to obtain and maintain, to the extent available, public liability and property damage insurance protecting the Association, and the Lot Owners, for personal injury or property damage resulting from any accident or other cause occurring on or in the Association's Property or the Facilities. Such insurance shall provide coverage in the amount of \$1,000,000.00 in the aggregate for all bodily injury or personal property damage claims. Such limit shall apply until the first meeting of the Board elected by the Class A Members. Thereafter, the Association shall be entitled to maintain such limits of coverage as it deems advisable. Such liability insurance shall include coverage for cross liability claims of one insured against another.

Section 5. Dwelling Unit Owners' Insurance. Dwelling Unit Owners shall not be prohibited for carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board shall not be affected or diminish by reason of any such additional insurance carried by any Dwelling Unit Owner. In all events, it shall be the responsibility of the Dwelling Unit Owner to provide such fire or other casualty insurance as he may determine to protect his personal property within the Dwelling Unit and such other property therein as is not covered by the insurance provided by the Association.

Section 6. Insurance Trustee. The Insurance trustee shall be a bank or trust company located in the County of Monroe in the State of New York, designated by the Board. All fees and disbursements for the Insurance Trustee shall be paid by the Board and shall constitute a common expense of the Association included in the annual assessment. In the event the Insurance Trustee resigns or fails to qualify, the Board shall designate a new Insurance Trustee which shall be a bank or trust company located in Monroe County in the State of New York. The fees charged by the Insurance Trustee shall be deemed a common charge payable by the Association from the assessments levied.

Section 7. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Dwelling Unit, as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration of such Dwelling Unit, including any of the covered property therein, and the Board or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and

restoration in excess of the insurance proceeds received shall constitute a common expense and the Board may assess all Dwelling Unit Owners for such deficit as part of the special assessments.

ARTICLE XIV  
General Provisions

Section 1. Duration, Renewal and Amendment of Declaration. The covenants and restriction of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or any Dwelling Unit Owner, their respective heirs, successors, distributees and assigns, and all persons or parties claiming under them for a period of twenty (20) years from the date this Instrument is recorded, after which time said covenants and restrictions shall be automatically extended and renewed for successive periods of ten (10) years each unless an instrument signed by the then Owners of not less than sixty-six and two thirds percent (66 2/3 %) of the Dwelling Units has been recorded agreeing to terminate said covenants and restrictions; provided, however, that the common and perpetual easements granted to each Dwelling Unit Owner by Sections 1, 2, 4, and 8 of Article V, and any utility easement granted to the Town of Perinton, any special improvement district thereof or to any municipal authority or public utility by or pursuant to the provisions of the Declaration, shall be perpetual, shall run with the land, and shall survive such termination of the covenants and restrictions, and any destruction, reconstruction and relocation of the physical structures within the Development unless such provisions are specifically abrogated by the unanimous consent of all the then Dwelling Unit Owners in a written and recorded instrument. So Long as the Sponsor



owns not less than twenty-five percent (25%) of the Lots in the Development (but in no event for a period of more than three (3) years after the transfer of the first lot in the Development), there may be no amendment of the Declaration which would adversely affect Sponsor's interests without the prior written consent of the Sponsor. The Declaration may be amended by an instrument signed by members holding not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the Class A membership. Any amendment must be properly recorded to be effective. No such amendment shall terminate the said easements granted to the Dwelling Unit Owners, the Town of Perinton, any special improvement district thereof, any municipal authority or public utility company.

Section 2. Dissolution of Association and Disposition of Its Assets.

a. The Association may be dissolved only by the vote of two-thirds (2/3) of the members of the Association entitled to vote thereon, in accordance with the applicable provisions of the Not-For-Profit Corporation Law of the State of New York. Upon the dissolution of the Association, the Association Property and Facilities shall be dedicated to an appropriate governmental body or agency to be devoted to purposes as nearly as practicable the same to which they were required to be devoted by the Association.

b. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any Not-For-Profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as to which they were required to be devoted by the Association. No such disposition of the Association's Property shall be effective to divest or diminish any right or title of

any member or Dwelling Unit Owner vested in or among this Declaration in deed applicable to his property, including particularly the said easements granted to each Dwelling Unit Owner, unless made in accordance with the provisions of this Declaration and deed. In the event of dissolution, the covenants and restrictions contained in this Declaration, other than those applying to assessments, shall remain in full force and effect. There shall be a requirement of the Association, prior to its dissolution, to establish an appropriate authority or corporation for enforcing such covenants and restrictions.

Section 3. Conflict. In the case of any conflict between this Declaration, as the same may be amended from time to time, and the Certificate of Incorporation and the By-Laws of the Association, as they may be amended from time to time, the provisions of this Declaration shall be controlling.

Section 4. Notices. Any notice required to be sent to any member or Dwelling Unit Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Dwelling Unit Owner on the records of the Association at the time of such mailing.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Sponsor herein, has caused its seal to be hereunto affixed, and these

presents to be signed by its duly authorized office on  
this \_\_\_\_\_ day of February, 1984.

NEIL HIRSCH ENTERPRISES, INC.

By: \_\_\_\_\_  
Donna L. Weider, Vice-President

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 1984, before me  
personally came DONNA L. WEIDER to me personally known, who,  
being by me duly sworn, did depose and say that she resides in  
Perinton, New York; that she is the Vice-President of NEIL  
HIRSCH ENTERPRISES, INC., the corporation described in, and  
which executed, the within Instrument; that she knows the seal  
of said corporation; that the seal affixed to said Instrument  
is such corporate seal; that it was so affixed by order of the  
Board of Directors of said corporation; and that she signed her  
name thereto by like order.

\_\_\_\_\_  
Notary Public

SCHEDULE "A"

PREMISES SUBJECT TO DECLARATION

ALL THAT TRACT OR PARCEL OF LAND in Town Lot 30, Township 12, Range 4, Town of Perinton, County of Monroe and more particularly described as follows:

COMMENCING at a point formed by the intersection of the north line of Whitney Road with the east line of Fellows Road, thence:

- (1) North,  $07^{\circ} 58' 26''$  west, along the east line of Fellows Road, a distance of 498.81 feet to a point; thence
- (2) North,  $84^{\circ} 53' 13''$  east, (and along the south line of County Clare Subdivision, Section 1-A as shown on the map thereof filed in the Monroe County Clerk's Office in Liber 223 of Maps, at page 89) a distance of 721.60 feet to a point; thence
- (3) South,  $34^{\circ} 31' 49''$  east, (and along a westerly line of the said County Clare Subdivision, Section 1-A) a distance of 227.93 feet to a point; thence
- (4) South,  $52^{\circ} 17' 09''$  east, (and continuing along a westerly line of said County Clare Subdivision, Section 1-A) a distance of 105.26 feet to a point; thence
- (5) South,  $07^{\circ} 43' 07''$  east, a distance of 230.97 feet to a point in the north line of Whitney Road; thence
- (6) South,  $85^{\circ} 03' 19''$  west and along the north line of Whitney Road, a distance of 896.35 feet to the point and place of beginning.

SCHEDULE "B"

ASSOCIATION PROPERTY

Road and Parking Area Easement

The Association shall have an easement over and across the private road (Cambridge Court) and the adjacent parking areas shown on a map of the County Clare Townhouse Subdivision, Phase I, filed in the Office of the Monroe County Clerk in Liber of Maps, at page , and as such road will be shown on the future filed map of the County Clare Townhouse Subdivision, Phase II.

The purpose of such easement shall be for all vehicular and pedestrian ingress and egress and for owning, maintaining and repairing the base and surface pavement of the said private road and parking areas.

Lot Easement

The Association shall have an easement over, under and across Lots 1 and 45 respectively of the County Clare Subdivision, Phase I as shown on the said filed map and described as follows:

(Lot 1)

COMMENCING at a point on the east line of Fellows Road where it is intersected by the north line of the private road (Cambridge Court); thence

- (1) Northerly along the east line of Fellows Road, a distance of 35.81 feet to a point; thence
- (2) Easterly on a line forming a right angle with the previous course, a distance of 70 feet to a point; thence
- (3) Southerly on a line forming a right angle with the previous course, a distance of 45 feet; thence
- (4) Westerly and northwesterly along the north line of the private road, a distance of 71.66 feet to the point and place of beginning.

(Lot 45)

COMMENCING at a point on the east line of Fellows Road where it is intersected by the south line of the private road; thence

- (1) Southerly along the east line of Fellows Road, a distance of 35.81 feet to a point; thence
- (2) Easterly on a line forming a right angle with the previous course, a distance of 70 feet to a point; thence
- (3) Northerly along a line forming a right angle with the previous course, a distance of 45 feet to a point; thence

and all exhibits delivered to the Department of Law at the time this Plan was filed are available for inspection, without charge to prospective purchasers and their attorneys at the Sponsor's office at 1700 Ayrault Road, Fairport, New York 14450.

THE PURCHASE OF A HOME ASSOCIATED WITH MANDATORY MEMBERSHIP IN A HOMEOWNERS ASSOCIATION HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A CONTRACT OF SALE.

There is no minimum number of Dwelling Units or Lots to be sold before the Sponsor may commence conveying title to any such Lot or Dwelling Unit.

The Development is a subdivision containing two (2) sections, named Phase I and Phase II, to contain in total 57 lots. Sponsor will resubdivide one of the lots in Phase II to increase the total lots in the Development to 58. The subdivision map for Phase I has been filed in the Monroe County Clerk's Office and Sponsor plans to file the Phase II subdivision map prior to August 15, 1984. The filing of the Phase II map is not dependent on the prior sale of the townhouse units in Phase I.

SCHEDULE A

PROJECTED SCHEDULE OF RECEIPTS AND EXPENSES  
FOR  
FIRST YEAR OF OPERATION COMMENCING SEPTEMBER 1, 1984

Projected Income:

Maintenance Charges (\$784.95 per home per year, payable monthly based upon 58 homes) <sup>(1)</sup>	\$45,527.00	
Estimated Receipts From Other Sources	<u>0.00</u>	
TOTAL		<u>\$45,527.00</u>

Projected Expenses:

Utilities <sup>(2)</sup>	\$ 360.00	
Management <sup>(3)</sup>	6,500.00	
Repairs & Maintenance <sup>(4)</sup>	2,900.00	
Service Contracts <sup>(5)</sup>	7,680.00	
Snow Removal <sup>(6)</sup>	6,100.00	
Refuse Removal <sup>(7)</sup>	2,633.00	
Insurance <sup>(8)</sup>	8,448.00	
Accounting <sup>(9)</sup>	675.00	
Legal <sup>(10)</sup>	400.00	
Reserve <sup>(11)</sup>	7,820.00	
Supplies & Petty Cash	500.00	
Water <sup>(12)</sup>	52.00	
Income Taxes <sup>(13)</sup>	250.00	
Sales Taxes <sup>(14)</sup>	1,209.00	
TOTAL		<u>\$45,527.00</u>



EXHIBIT B  
CERTIFICATE OF INCORPORATION

(4) Westerly and southwesterly along the south line of the private road (Cambridge Court), a distance of 71.66 feet to the point and place of beginning.

The purpose of the foregoing lot easements is to permit the Association to own, operate, repair and maintain subdivision identification monuments, landscaping, lawn sprinkler systems, electric lights and wiring on and within the bounds of these easements.

#### ASSOCIATION FACILITIES

The physical improvements to be owned by the Association and to be located within the bounds of the aforementioned easements are:

- (1) Road and parking area base and surface pavement.
- (2) Concrete and stone subdivision identification sign.
- (3) Lawn sprinkler systems.
- (4) Electric lights and wiring.
- (5) Lawns, shrubs, trees and other landscaping.

CERTIFICATE OF INCORPORATION  
OF

CAMBRIDGE COURT HOMEOWNERS' ASSOCIATION, INC.

Under Section 402 of the Not-For-Profit Corporation Law

IT IS HEREBY CERTIFIED THAT:

ARTICLE I: The name of the Corporation is:

CAMBRIDGE COURT HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II: The corporation is a corporation as defined in subparagraph (a) (5) of §102 of the Not-For-Profit Corporation Law; the corporation shall be a Type A corporation pursuant to §201 of the Not-For-Profit Corporation Law and the purpose or purposes for which the corporation is being formed are as follows:

A. To acquire, own, hold, improve, build upon, construct, maintain, operate, manage, or otherwise dispose of real or personal property consisting of the common areas and other facilities (the "Common Areas") in a residential development (the "Development") to be developed by Neil Hirsch Enterprises, Inc. (the "Sponsor"), a New York corporation, on lands situated in the Town of Perinton, County of Monroe, State of New York, known as Cambridge Court Town House Subdivision;

B. To enforce any and all covenants, restrictions, conditions and agreements applicable to the Common Areas and dwelling units in the Development and particularly any Declaration(s) of Covenants, Conditions and Restrictions or similar declaration or amendments or supplements thereto, (hereinafter referred to as the "Declaration") which may hereafter be made with respect to the Development, and which may hereafter be recorded among the land records of Monroe County, New York.

C. To make and perform any duties, obligations and contracts and do any acts and things, and exercise any powers, rights and privileges suitable, convenient, proper or incidental for the accomplishment of any objects enumerated herein.

D. To preserve the architecture and appearance of the Development; to own an interest in, operate and maintain the Common Areas; and generally to operate exclusively for the promotion of the social welfare and common benefit of the residents of the Development within the meaning of §501(c)(4), if applicable, and §528(a) of the Internal Revenue Code of 1954, as amended.

E. To have any and all powers, rights and privileges which a corporation organized under the Not-For-Profit Corporation Law, by law may now or hereafter exercise; provided, however, that nothing herein contained shall authorize corporation to undertake or carry on any of the activities or functions specified or described in §404(a)-(t) of the Not-For-Profit Corporation Law.

ARTICLE III: Each person or entity (including the Sponsor) who is the record owner of a fee simple interest in any lot ("lot", as used herein, shall mean a residential lot in the Development as shown on a subdivision map duly filed in the Monroe County Clerk's Office) in the Development and which is subject to the Declaration, whether or not the Declaration makes such lot owner subject to assessments by the corporation, shall be a member of the corporation. The corporation shall have two (2) classes of membership. Class A members shall be all members including the Sponsor and the sole Class B member shall be the Sponsor, its successors and assigns. For a period of four (4) years after the sale and transfer by the Sponsor of

the first lot in the Development, or until fifty percent (50%) of such lots are sold and transferred by the Sponsor, whichever is Sponsor, the Class B membership shall be the only class of membership entitled to vote for the election of directors of the corporation, the transaction of any corporate business, or any other matter. Immediately after the occurrence of the sooner of the two (2) events above described, the Sponsor's Class B membership shall terminate and the Class A membership shall thereupon have full voting rights. If the fee simple interest in any lot in the Development shall be owned by one or more persons, or entities, such multiple persons or entities shall nevertheless be entitled to exercise only one (1) vote in respect of their lot ownership. No person or entity shall be a member of the corporation solely on account of ownership in an interest in a lot in the Development solely as security for the performance of an obligation. Class A membership shall be appurtenant to and may not be separated from record fee simple ownership of any lot in the Development subject to the Declaration and assessment by the corporation as provided in the Declaration.

ARTICLE IV: The office of the corporation is to be located in the Town of Perinton, County of Monroe, State of New York.

ARTICLE V: The territory in which the corporation's activities are principally to be conducted is in the State of New York.

ARTICLE VI: The Secretary of State is designated as agent of the corporation upon whom process may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is c/o Weiner, Lawrence & Salzman, 248 West Commercial Street, East Rochester, New York.



EXHIBIT C  
ASSOCIATION BY-LAWS

BY-LAWS

OF

CAMBRIDGE COURT HOMEOWNERS' ASSOCIATION, INC.

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BY-LAWS  
OF  
CAMBRIDGE COURT HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Name

The name of the Association shall be Cambridge Court Homeowners' Association, Inc.

ARTICLE II

Definitions

Section 1. The "Association" shall mean Cambridge Court Homeowners' Association, Inc., its successors and assigns.

Section 2. The "Board" shall mean the Board of Directors of the Association.

Section 3. The "Association Property" shall mean those areas of land in which the Association has permanent easements and other facilities owned by the Association and described in Exhibit "B" attached to and forming a part of the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public.

Section 4. The "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions applicable to the Development recorded or to be recorded among the land records in the Clerk's Office of Monroe County.

Section 5. The "Development" shall mean the real estate property described in Exhibit "A" attached to and forming a part of the Declaration described in Section 4 hereof, made by the Sponsor together with all buildings and improvements thereon.

Section 6. "Dwelling Unit" shall include any single family residence located in the Development. A Dwelling Unit may be a single family residence attached by a common or party wall to an adjacent Dwelling Unit or it may be a detached and separate Dwelling Unit.

Section 7. "Member" shall mean all those Owners who are members of the Association as provided in the Declaration, including the Sponsor, its successors and assigns, as long as it is the record owner of the fee simple title to any Dwelling Unit.

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Dwelling Unit, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or by conveyance in lieu of foreclosure.

Section 9. The "Sponsor" shall mean Neil Hirsch Enterprises, Inc., a New York corporation, its successors and assigns.

Section 10. "Lot" shall mean any single family residential Lot appearing on a duly filed subdivision map or maps of the Development.

### ARTICLE III

#### Objectives

The objectives of the Association shall be (a) to acquire, own, hold, improve, build upon, maintain, operate, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property consisting of the Association Property in the Development; (b) to enforce any and all covenants, restrictions and agreements applicable to the Association Property and the Dwelling Units in the Development and particularly the Declaration or similar declaration as may be made with respect to the Development, and which hereafter may be recorded among the land records of Monroe County, New York; (c) to make and perform any duties, obligations and contracts and do any acts and things, and exercise any rights, privilege and powers suitable, convenient, proper or incidental for the accomplishment of any of the objectives enumerated herein; and (d) to preserve the architecture and appearance of the Development; to own, operate and maintain the Association Property; and generally to operate exclusively for the promotion of the social welfare and common benefit of the residents of the Development within the meaning of §528(c)(4) of the Internal Revenue Code of 1954, as amended.

ARTICLE VI  
Meeting of Members

Section 1. Place of Meeting. Meetings of Members shall be held at the principal office of the Association or at such other place as may be fixed by the Board.

Section 2. Annual Meetings. A meeting of Members shall be held annually for the election of Directors and the transaction of other business. The first meeting shall be held on a date selected by the Board of Directors to occur within six months after the the transfer of the first Lot in the Development. Thereafter such meeting shall occur on the first Wednesday evening in June, if not a legal holiday, in the place of meeting, and if a legal holiday, then on the next business day following which is not a legal holiday.

Section 3. Agenda at Annual Meetings. The order of business at the annual meeting of Members shall be as follows:

- (a) Calling the meeting to order.
- (b) Proof of notice of meeting or waiver thereof.
- (c) Reading of minutes of last annual meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Directors.
- (g) Transaction of other business.

ARTICLE IV

Office

Section 1. Office. The principal office of the Association shall be located in the Town of Perinton, County of Monroe, State of New York.

Section 2. Additional Offices. The Association may also have offices at such other places within the State of New York as the Board may from time to time appoint or the business of the Association may require.

ARTICLE V

Membership

Section 1. Membership. Membership in the Association shall include every person who is an Owner of a Lot which is subject by the Declaration to assessment by the Association. The membership shall consist of two classes. Class A Members shall be all the Owners including the Sponsor. Each Class A Member shall be entitled to only one vote regardless of the number of Lots or Dwelling Units owned. When more than one person holds such interest or interests in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

The Class B Member shall be the Sponsor, its successors and assigns. Until the Class B Membership terminates, the Class B Member shall be the only Class entitled to vote.



When a purchaser of an individual Dwelling Unit (other than as part of the acquisition of title to all or a substantial portion of the Development for the purpose of developing thereon a residential community) takes title thereto from the Sponsor, he becomes a Class A Member and the membership of the Sponsor with respect to such Dwelling Unit shall cease.

Section 2. Termination of Class B Membership. The Class B. Membership shall terminate and be converted to Class A Membership as to each Dwelling Unit then or thereafter owned by Sponsor upon the happening of either of the following events, whichever occurs first:

a. Four years after the transfer of the first Lot in the Development; or

b. When fifty percent (50%) of the Lots shown on filed subdivision maps of the Development have been sold.

Section 3. Lien. The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation for payment of assessments is imposed upon each Owner and becomes a lien upon the Lot against which such assessments are made as provided by the Declaration. Failure to pay such assessments shall not result in the suspension of Membership or the loss of a Member's right to use the Association Property or the Facilities.

Section 4. Special Meetings. Special meetings of Members for any purpose or purposes may be called at any time by:

- (i) the President of the Association, or
- (ii) any three (3) Directors of the Association, or
- (iii) by Members entitled to cast ten percent (10%) of the total number of votes entitled to be cast at such meeting, who may, in writing, demand the call of a special meeting specifying the date and month thereof, which shall not be less than two (2) nor more than three (3) months from the date of such written demand. The Secretary of the Association upon receiving the written demand shall promptly give notice of such meeting, or if he fails to do so within five (5) business days thereafter, any Member signing such demand may give such notice.

The Meeting shall be held at the principal office of the Association or at such other place as may be fixed in the notice of the meeting.

Section 5. Special Meetings for the Election of Directors.

(a) If, for a period of one (1) month after the date fixed herein for the annual meeting of Members, there is a failure to elect a sufficient number of Directors to conduct the business of the Association, the Board shall call a special

meeting for the election of Directors. If such special meeting is not called by the Board within two (2) weeks after the expiration of such period or if it is so called but there is failure to elect such Directors for a period of two (2) months after the expiration of such period, Members entitled to cast ten percent (10%) of the total number of votes entitled to be cast in an election of Directors may, in writing, demand the call of a special meeting for the election of Directors specifying the date and month thereof, which shall not be less than two (2) nor more than three (3) months from the date of such written demand. The Secretary of the Association upon receiving the written demand shall promptly give notice of such meeting, or, if he fails to do so within five (5) business days thereafter, any Member signing such demand may give such notice. The meeting shall be held at the principal office of the Association or at such other place as may be fixed in the notice of meeting.

(b) At any special meeting called on the demand of Members, notwithstanding the provisions of these By-Laws, the Members attending, in person or by proxy, and entitled to vote in an election of Directors shall constitute a quorum for the purpose of electing Directors, but not for the transaction of any other business.

Section 6. Notice of Annual and Special Meetings.

(a) Written notice of meetings shall state the date, hour and place and, unless it is an annual meeting, indicate that it is being issued by or at the direction of the person or persons calling the meeting. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called. A copy of the notice of any meeting shall be given

personally or by mail, to each Member entitled to vote at such meeting. If the notice is given personally or by first class mail, it shall be given not less than ten (10) nor more than fifty (50) days before the date of the meeting; if mailed by any other class of mail, it shall be given not less than thirty (30) nor more than sixty (60) days before such date. If mailed, such notice is given when deposited in the United States mail, the postage thereon prepaid, directed to the Member at his address as it appears on the record of Members, or, if he shall have filed with the Secretary of the Association a written request that notices to him be mailed to some other address, then directed to him at such other address.

(b) When a meeting is adjourned to another time or place, it shall; not be necessary to give any notice of the adourned meeting if the time and place to which the meeting is being adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record on the new record date entitled to notice under paragraph (a) of this Section.

Section 7. Waivers of Notice. Notice of meetings need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

Section 8. List or Record of Members at Meetings. A list or record of Members entitled to vote, certified by the Secretary of the Association, shall be produced at any meeting of Members upon the request therefor of any Member who has given written notice to the Association that such request will be made at least ten (10) days prior to such meeting. If the right to vote at any meeting is challenged, the inspectors of election, or the persons presiding thereat, shall require such list or record of Members to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list or record to be Members entitled to vote thereat may vote at such meeting.

Section 9. Quorum.

(a) Members entitled to cast a majority of the total number of votes entitled to be cast thereat shall constitute a quorum at a meeting of Members for the transaction of any business, except as otherwise expressly provided by law, by the Certificate of Incorporation of the Association, the Declaration, or elsewhere in these By-Laws.

(b) When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any Members.

(c) The Members present may adjourn the meeting despite the absence of a quorum.

Section 10. Voting.

(a) For the purpose of determining the Members entitled to receive notice of any meeting of Members or adjournment thereof, to vote at any meeting of Members or any

adjournment thereof, or to express consent or dissent from any proposal without a meeting, or for the purpose of determining Members entitled to receive any distribution or the allotment of any rights, or for the purpose of any other action by the Members, the Board may fix, in advance, a date as the record date for any such determination of Members. Such record date shall not be more than fifty (50) nor less than ten (10) days before the date of such meeting.

(b) When a determination of Members of record entitled to notice of or to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board fixes a new record date under this section from the adjourned meeting.

(c) Directors shall be elected by a plurality of votes cast at a meeting of Members by the Members entitled to vote in the election, and any other corporate action to be taken by vote of the Members shall be authorized by a majority of the votes cast at a meeting of Members by the Members entitled to vote thereon, except as otherwise required by law, by the Declaration, or by the specific provision of the By-Laws.

(d) Upon direction of the presiding officer, or upon demand of any Member entitled to vote thereon, the vote upon any business before a meeting shall be by ballot, but otherwise any such vote may not be by ballot.

#### Section 11. Proxies.

(a) Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy.

(b) Every proxy must be signed by the Member or his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law. A proxy must be filed with the Association's secretary prior to the meeting at which it is to be used.

Section 12. Inspectors of Election.

(a) The Board, in advance of any meeting of Members, may appoint one or more inspectors of election to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a Members' meeting may, and on the request of any Member entitled to vote thereat shall, appoint one or more inspectors. In case any person appointed as inspector fails to appear or act, the vacancy may be filled by the Board in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability, and the oath so taken shall be signed by the inspector before the person presiding at the meeting and shall be filed with the Secretary of the Association. No Director, or candidate for Director at a meeting, one of the purposes of which is to elect Directors, shall act as inspector thereat.

(b) The inspectors shall determine the number of memberships outstanding and the voting power of each, the membership represented at the meeting, the existence of a quorum, the validity and the effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to

vote, count or tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all Members. On request of the person presiding at the meeting or any Member entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated and of the vote as certified by the.

Section 13. Action by Members Without a Meeting. Whenever, under the New York Not-For-Profit Corporation Law, Members are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, by all of the Members entitled to vote thereon.

## ARTICLE VII Board of Directors

Section 1. Management of the Affairs of the Association. The management of the affairs of the Association shall be vested in the Board which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation of the Association, or by the Declaration, or by these By-Laws directed or required to be exercised or done by the Members.

Section 2. Qualifications of Directors. Each Director shall be at least eighteen (18) years of age.

Section 3. Number of Directors. The Board shall consist of not less than three (3) nor more than nine (9) Directors.



The number of Directors may be increased or decreased by action of a majority of the Members or a majority of the entire Board subject to the limitation that no decrease shall shorten the term of any incumbent Director.

Section 4. Election and Term. At each annual meeting of Members, Directors shall be elected for a term of one (1) year by a plurality of votes cast to hold office until the expiration of the term for which they are elected, and until their successors have been elected and qualified. In all elections of Directors, each Member shall be entitled to as many votes as shall equal the number of votes which, except for these provisions as to cumulative voting, such Member would be entitled to cast for the election of Directors multiplied by the number of Directors to be elected, and such Member may cast all of such votes for a single Director or may distribute them among the number to be voted for, or for any two or more of them, as such Member may see fit. Such right when exercised by a Member shall be termed cumulative voting in accord with Section 617, Not-For-Profit Corporation Law.

Section 5. Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of Directors, and vacancies occurring in the Board for any reason may be filled by a vote of a majority of the Directors then in office regardless of their number. A Director elected to fill a vacancy shall hold office until the next annual meeting at which the election of Directors is in the regular order of business and until his successor is elected and qualified.

Section 6. Nomination of Directors. Not later than four (4) weeks prior to the date set forth each annual meeting of Members, the President of the Association shall appoint a com-

mittee of Members to nominate candidates for election as Directors at the annual meeting. The recommendations of the nominating committee, together with a brief description of each candidate, shall be transmitted to the membership at the same time the notice of annual meeting of Members is distributed. Additional nominations may be made from the floor by any Member at the annual meeting.

Section 7. Removal. Any or all of the Directors may be removed with or without cause by vote of the Members, or for cause by a vote of the Directors when there is a quorum of not less than a majority present at the meeting of Directors at which such action is taken.

Section 8. Resignation of Directors. Any Director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective, but no resignations shall discharge any accrued obligation or duty of a Director.

Section 9. Quorum of Directors and Voting. A majority of the entire Board shall constitute a quorum for the transaction of business or of any specified item or business. At all meetings of the Board, each Director shall be entitled to one (1) vote. The vote of a majority of the Board present at the time of a vote, if a quorum is present at such time, shall be the act of the Board.

Section 10. Place and Time of Meetings of the Board.

(a) Meetings of the Board, annual, regular or special, shall be held in the State of New York.

(b) The first meeting of each newly elected Board shall be held at the office of the Association on the first business day following the annual meeting of Members.

(c) Regular meetings of the Board shall be held at such time and place as fixed by the Board.

(d) Special meetings of the Board shall be held at such time and place as fixed in the notice to the Directors, as provided in Section 11 of this Article.

Section 11. Notice of Meetings of the Board and Waiver Thereof.

(a) The first meeting of each newly elected Board may be held without notice.

(b) Regular meetings may be also held without notice to the Directors.

(c) Special meetings shall be held upon written notice to the Directors at the call of the President. Notice of a special meeting shall state the place, date and hour of the meeting, indicate that it is being issued by or at the direction of the person or persons calling the meeting, and specify the purpose thereof. A notice shall be given personally or by mail, not less than three (3) nor more than ten (10) days before the date of the meeting to each Director. Such notice shall be deemed to have been given when deposited in the

United States mail, with postage thereon prepaid, directed to the Director at his address or if he has filed with the Secretary of the Association a written request that notices to him be mailed to some other address, then directed to him at such other address.

(d) Notice of any adjourned meeting of the Board, specifying the time and place of the next meeting, shall be given to the Directors who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the other Directors.

(e) Notice of a meeting need not be given to any Director who submits a signed waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

Section 12. Committees of the Board. The Board may, by resolution adopted by a majority of the entire Board, designate from among its members an executive committee and other standing committee, each consisting of three (3) or more Directors, and each of which, to the extent provided in such resolution, shall have all the authority of the Board, except as to the matters prohibited by §712 of the New York Not-For-Profit Corporation Law. The Board shall, by resolution adopted by a majority of the Board, designate and appoint an Architectural Review Committee for the purpose of granting Dwelling Unit Owners in the Development permission to make architectural, structural, or decorative changes or alterations in the exteriors of Dwelling Units. In addition to designating and appointing such a Committee, the Board by resolution adopted by a majority of the Board shall enact rules and regulations

establishing the process and procedures whereby such Dwelling Unit Owners may apply for permission to make such alterations and changes. Such rules and regulations, among other things, shall establish the time limits within which such Committee shall act after receiving a Dwelling Unit Owner's application for such permission, the contents of such application (plans, specifications, extent and time of construction, cost of construction, proof of compliance with applicable zoning and building codes, identification of contractor performing such work, a method whereby work will be financed, and provisions for liability or other required insurance), the method of communicating the Committee's approval or disapproval, and whether or not there shall be hearings or other proceedings relative to such application. Copies of such rules and regulations shall be distributed to the Dwelling Unit Owners not less than ten (10) days prior to the effective day thereof. The determination of the Committee shall be binding upon the applicant Dwelling Unit Owner.

Section 13. Compensation of Directors. No salary or other compensation for services shall be paid to any Director of the Association for services rendered as such Director, but this shall not preclude any Director from performing any other service for the Association and receiving compensation therefor. Such compensation shall be reasonable and commensurate with services performed.

Section 14. Powers and Duties of the Board. The Board shall have all the powers of the Association except those specifically conferred upon or reserved to the Members by Law, by the Certificate of Incorporation, or these By-Laws. Such powers, duties and authority of the Board shall include, but not be limited to by reason of enumeration, the following:

a. To determine, levy and collect the annual and special assessments as provided for in the Declaration.

b. To collect, use and expend the assessments collected for the maintenance, care and preservation and operation of the Association Property and Facilities and the exteriors of the Dwelling Units and to perform such other services and functions as permitted and required by the Declaration.

c. To procure and maintain such insurance as shall be required by the Declaration.

d. To repair, restore or alter the Association Property and Facilities and the exteriors of the Dwelling Units (or such other improvements for which the Association may now or hereafter have such responsibility under the Declaration, or as the same shall be amended) after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

e. To promulgate rules and regulations relating to the use, operation and maintenance of the Association Property and Facilities for the safety and convenience of the users thereof or to enhance the preservation and use of Facilities or which, in the discretion of the Association, shall serve to promote the best interests of the Members and to establish and enforce penalties for infractions thereof.

f. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the provisions of the Declaration or of any rules or regulations of the Association.

- g. To pay all expenses incurred by the Association and all taxes owing by the Association.
- h. To declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive meetings of the Board of Directors.
- i. To keep a complete record of the actions of the Board of Directors and the corporate affairs of the Association and such other records as it deems appropriate.
- j. To issue, or cause to be issued, upon demand by any person, an "Assessment Certificate" as provided in the Declaration, setting forth the status of payment of assessment for any Lot.
- k. To dedicate or transfer all or any part of the easements and Facilities it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee in order to effectuate those provisions of the Declaration relative to a merger or consolidation of the Association with another association or to the dissolution of the Association.
- l. To exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Certificate of Incorporation, the Declaration, and by Law, and not reserved to the Members by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration.
- m. As more fully provided in the Declaration as the same may hereafter be amended or supplemented, to:

(1) Fix the amount of annual assessments and special Assessments to be assessed and levied against each Lot at the time, or times and in the manner provided in the Declaration; and

(2) Take such action at law or in equity to foreclose the lien of, or otherwise collect, delinquent assessments as provided for in the Declaration.

n. Issue, or cause an appropriate officer to issue, upon demand by any person, a Certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. If a Certificate states an assessment has been paid, such Certificate shall be conclusive evidence of such payment.

o. Procure and maintain adequate liability and hazard insurance for the Dwelling Units and Association Property and Facilities.

p. Cause the Association Property, the Facilities, and the exteriors of the Dwelling Units to be maintained, and to perform such other maintenance services required of it under the Declaration.

q. Prepare annual financial statements of the Association and furnish a copy of such statement to each Member annually on a date to be fixed by the Board.

r. To hire a professional manager to perform and exercise the powers of the Board of Directors in the management of the Development and in providing the services required of the Association. Any contract between the Association and such



Section 3. Duties of President. The President shall be the chief executive and operating officer in the Association and shall preside at all meetings of the Members and of the Board. He shall be an ex officio member of the standing committees and shall, in general, supervise and manage all the business and affairs of the Association, subject to the control of the Board. He shall have power to sign and execute all contracts and instruments of conveyance in the name of the Association, to sign checks, drafts, notes, and orders for the payment of money, and to appoint and discharge agents and employees, subject to the approval of the Board. He shall perform all the duties usually incident to the office of the President.

Section 4. Duties of Vice President. The Vice President shall in the absence or disability of the President, perform the duties and exercise the powers of the President. The Vice President have such powers and perform such duties as may be delegated to him by the President or prescribed by the Board.

Section 5. Duties of Secretary. The Secretary shall keep minutes of all members of the Board, and minutes of all meetings of the Members, and also, unless otherwise directed, the minutes of all meetings of committees in books provided for that purpose. He shall give, or cause to be given, notice of all meetings of Members and Directors, and all other notices required by law or by these By-Laws, and in case of his absence or refusal so to do, any such notice may be given by any person thereunto directed by the President or by the Directors or Members upon whose request the meeting is called. He shall have charge of the books and records of the Association. He shall have the custody of the seal of the Association and affix the same to all instruments requiring it when authorized by the

professional manager may be renewable but may not exceed three (3) years in term. The professional manager shall not be affiliated with Sponsor.

s. So long as Sponsor owns at least twenty-five percent (25%) of the Lots in the Development, but in no event for a period later than three (3) years after the transfer of title to the first Lot in the Development, the Board may not, without the Sponsor's prior written consent increase or diminish the services rendered by the Association or take any other action which adversely affect the Sponsor's interests; but such consent shall not be required to permit the Board of Directors to authorize or make any expenditures, or collect annual or special assessments, which are necessary to comply with applicable state or municipal laws, rules, or regulations or to perform the unamended provisions of the Declaration.

## ARTICLE VIII

### Officers

Section 1. Number. The officers of the Association shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer and such other officers as the Board may determine. Any two or more officers may be held by the same person, except the offices of President and Treasurer.

Section 2. Election and Term of Office. All officers shall be elected by the Board to hold office for the term of one year, and each shall hold the office for such term and until his successor has been elected and qualified. The Board may from time to time appoint such other officers as it considers are desirable to hold office at the pleasure of the Board.

Section 7. Removal of Officers. Any officer elected by the Board may be removed by the Board with or without cause,

Section 8. Vacancies Among Officers. If the office of any officer becomes vacant, the Board may elect any qualified person to fill such vacancy, who shall hold office for the unexpired term of his predecessor and until his successor is elected or appointed and qualified.

Section 9. Compensation of Officers. No salary or other compensation for services shall be paid to any officer of the Association for services rendered as such officer, but this shall not preclude any officer of the Association from performing any other service for the Association and receiving compensation therefor. Such compensation shall be reasonable and commensurate with services performed.

#### ARTICLE IX

#### Provisions Applicable to Officers and Directors Generally

Section 1. Contracts or Other Transactions. No contract or other transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, firm, association or other entity in which one or more of its Directors or officers are directors or officers, or have a substantial financial interest, shall be either void or voidable for this reason along or by reason along that such Director or Directors or officer or officers are present at the meeting of the Board, or of a committee thereof, which authorizes such contract or transaction, or that his or their votes are counted for such purpose:

Directors or the President, and attest to same. He shall file all written requests that notices be mailed to Members at an address other than that which appears on the record of Members. He shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Duties of Treasurer. The Treasurer shall have custody over funds, securities, evidences of indebtedness and other valuable documents of the Association; when necessary or proper he shall endorse on behalf of the Association for collection checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depository as the Board may designate. He shall receive and give or cause to be given receipts and acquittances for monies paid in an account of the Association and shall pay out of the Funds on hand all just debts of the Association of whatever nature upon maturity of the same; he shall enter or cause to be entered in books of the Association to be kept for that purpose of full and accurate accounts of all monies received and paid out on account of the Association, and whenever required by the President or the Directors, he shall render a statement of his accounts. He shall keep or cause to be kept such other books as will show a true record of the expenses, losses, gains, assets and liabilities of the Association; he shall at all reasonable times exhibit his books and accounts to any Director of the Association upon application at the office of the Association during business hours; he shall perform all other duties and acts incident to the office of Treasurer. If so required by the Board, he shall, before receiving any such funds, furnish to the Association a bond with a surety company as surety, in such form and amount as the Board from time to time shall determine. The premium upon such bond shall be paid by the Association.

Section 2. Indemnification of Officers and Directors.

(a) Any person made a party to any action by or in the right of the Association to procure a judgment in its favor by reason of the fact that he, his testator or intestate, is or was a Director or officer of the Association, shall be indemnified by the Association, to the extent permitted and in the manner provided by law, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with an appeal therein, except in relation to matters as to which such Director or officer is adjudged to have breached his duty to the Association under §717 of the Not-For-Profit Corporation Law of the State of New York, but such indemnification shall in no case include:

(i) Amounts paid in settling or otherwise disposing of a threatened action, suit or proceeding, or a pending action, suit or proceeding, with or without court approval, or

(ii) Expenses incurred in defending a threatened action, suit or proceeding, or a pending action, suit or proceeding, which is settled or otherwise disposed of without court approval.

(b) Any person, made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the Association to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any corporation of any type or kind, domestic or

(i) if material facts as to such director's or officer's interest in such contract or transaction and as to any such common directorship, officership or financial interest are disclosed in good faith or known to the Board or committee, and the Board or committee authorizes such contract or transaction by a vote sufficient for such purpose without counting the vote or votes of such interested Director or officer; or

(ii) if the material facts as to such Director's or officer's interest in such contract or transaction and as to any such common directorship, officership or financial interest are disclosed in good faith or known to the Members entitled to vote thereon, if any, and such contract or transaction is authorized by a vote of such Members.

If there was no such disclosure, knowledge or vote as provided in (i) and (ii) above, the Association may avoid the contract or transaction unless the party or parties thereto establish affirmatively that the contract or transaction was fair and reasonable to the Association at the time it was authorized by the Board, committee or the Members.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes such contract or transaction.

(i) by the Board acting by a quorum consisting of Directors who are not parties to such action or proceeding upon the finding that the Director or officer has met the standard conduct set forth in Section 1(a) or (b) of this Article, as the case may be; or

(ii) if a quorum under subparagraph (i) above is not obtainable with due diligence:

(A) by the Board upon the opinion in writing of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct set forth in such sections has been met by such Director or officer; or

(B) by the Members upon a finding that the Director or officer has met the applicable standard of conduct set forth in such sections

c. Expenses incurred in a criminal or civil proceeding may be paid by the Association in advance of the final disposition of such action or proceeding if authorized under paragraph (b) of this Section.

d. Notwithstanding the foregoing paragraphs, a court may award indemnification pursuant to §725 of the Not-For-Profit Corporation Law of the State of New York.

foreign, or any partnership, joint venture, trust or other enterprise, which any Director or officer of the Association served in any capacity at the request of the Association, by reason of the fact that he, his testator or intestate, was a Director or officer of the Association, or served such other corporation, partnership, joint venture, trust or other enterprise in any capacity, shall be indemnified by this Association against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such Director or officer acted in good faith, for a purpose which he reasonably believed to be in the best interests of the Association and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. The termination of any such civil or criminal action, suit or proceeding by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption that any such Director or officer did not act in good faith, for a purpose which he reasonably believed to be in the best interest of the Association, or that he has reasonable cause to believe that his conduct was unlawful.

Section 3. Payment of Indemnification.

(a) A person who has been wholly successful, on the merits or otherwise, in the defense of a criminal or civil action or proceeding of the character described in Section 2 of this Article shall be entitled to indemnification as quthorized in such Section.

(b) Indemnification shall be made by the Association only if authorized:



ARTICLE XI  
Miscellaneous

Section 1. Corporate Seal. The corporate seal shall be circular in form and have inscribed thereon the name of the Association, the year of its organization, and the words "Corporate Seal" and "New York". The seal shall be in the charge of the Secretary. If and when so directed by the Board or the President, a duplicate of the seal may be kept and used by the Secretary or Treasurer. The seal may be used by it or a facsimile to be affixed or impressed or reproduced in any other manner.

Section 2. Assessments. The obligations of Members with respect to assessments are governed by the Declaration, as the same may be amended from time to time.

ARTICLE XII  
Dissolution

The Association may be dissolved only by the vote of two-thirds (2/3) of the Members of the Association entitled to vote thereon, in accordance with Article 10 of the Not-For-Profit Corporation Law of the State of New York. Upon the dissolution of the Association, the assets, both real and personal, of the Association shall be dedicated to an appropriate governmental body or agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other

ARTICLE X  
Financial Matters

Section 1. Depositories. The Board shall select such depositories as it considers proper for the funds of the Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons specified by the Board.

Section 2. Contracts. The Board may authorize any officer or officers, agent or agents, in addition to those specified in these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

Section 3. Fiscal Year. The fiscal year of the Association shall be determined by the Board.

Section 4. Annual Report. The Board shall present at the annual meeting of Members a report of the financial and other affairs of the Association during the preceding year. The Board shall provide all Members, at the expense of the Association and within four (4) months of the end of each year, a copy of an annual certified financial statement of the Association prepared by an independent certified public accountant.

ARTICLE XIV  
Construction

In the case of any conflict between the Certificate of Incorporation and the Association and these By-Laws, the Certificate of Incorporation of the Association shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association's property shall be effective to divest or diminish any right or title of any Member vested in or among the Declaration and deed applicable to his property unless made in accordance with the provisions of the Declaration and deed. In the event of dissolution, the covenants, restrictions and agreements contained in the Declaration, other than those applying to assessments, shall remain in full force and effect. It shall be a requirement of the Association, prior to its dissolution, to establish an appropriate authority or corporation for enforcing such covenants, restrictions and agreements.

#### ARTICLE XIII

##### Amendments

These By-Laws may be amended or repealed in conformity with the Certificate of Incorporation of the Association and the Declaration by the affirmative vote of two-thirds (2/3) of the Directors present at any meeting of the Board or by the affirmative vote of a majority of the membership entitled to vote for the election of Directors, provided, however, that no such amendment or repeal adopted by the Board shall become effective until thirty (30) days after notice thereof shall have been transmitted to the Members of the Association. The notice of any meeting of Members and the Board at which such action shall be considered shall contain a notice of the proposed amendment, or repeal. Any by-law adopted by the Board may be amended or repealed by the Members, and unless otherwise provided in the Certificate of Incorporation of the Association, the Declaration or these By-Laws, any By-Law adopted by the Members, may be amended or repealed by the Board.

EXHIBIT E  
PROPOSED DEED

PROPOSED DEED TO LOT

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_, Nineteen Hundred and Eighty-Four, between NEIL HIRSCH ENTERPRISES, INC., a corporation organized under the laws of the State of New York, having an office at 1700 Ayrault Road, Fairport, New York 14450 (Grantor), and \_\_\_\_\_, residing at \_\_\_\_\_ (Grantee).

WITNESSETH, that the Grantor, in consideration of One and 1/100 Dollars (\$1.00), lawful money of the United States, paid by the Grantee, does hereby grant and release unto the Grantee, their distributees and assigns forever, all

That tract or parcel of land situate in the Town of Perinton, Monroe County, State of New York, being part of Town Lot 30, Township 12, Range 4, in said town, and being more particularly described as follows:

Being Lot \_\_\_\_\_, of the County Clare Townhouse Subdivision, Phase \_\_, as shown on a map thereof filed in the Office of the Monroe County Clerk in Liber \_\_\_\_\_ of Maps, at page \_\_\_\_\_. The said lot is of the size and dimensions as shown on said map.

Together with those rights and easements granted to owners of lots within the said subdivision as described in the Declaration of Covenants, Conditions and Restrictions affecting said subdivision previously recorded by the grantor herein in the said Clerk's Office in Liber \_\_\_\_\_ of Deeds at page \_\_\_\_\_.

Together with, and subject to, a common right and easement of enjoyment in and to those premises designated as the private roads and parking area previously conveyed by the grantor herein to Cambridge Court Homeowners' Association, Inc., by deed recorded in said Clerk's Office in Liber \_\_\_\_\_ of Deeds, page \_\_\_\_\_ and as such common rights and easements of enjoyment are more fully described in said Declaration of Covenants, Conditions and Restrictions.

Subject to easements, covenants and restrictions of record, including but not limited to, said Declaration of Covenants, Conditions and Restrictions.

Grantee covenants that, as long as grantee owns the premises herein grantee will perform each and every obligation required to be performed by Grantee under the Declaration of Covenants, Conditions and Restrictions made by Neil Hirsch

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 1984, before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that \_\_\_\_\_ he resides in \_\_\_\_\_; that \_\_\_\_\_ he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in, and which executed, the within Instrument; that \_\_\_\_\_ he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that \_\_\_\_\_ he signed \_\_\_\_\_ his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 1984, before me, the subscriber, personally appeared \_\_\_\_\_

to me personally known and known to me to be the same person(s) described in and who executed the within Instrument, and \_\_\_\_\_ he duly acknowledged to me that \_\_\_\_\_ he executed the same.

\_\_\_\_\_  
Notary Public

Enterprises, Inc., dated as of \_\_\_\_\_, 1980 and recorded in the Monroe County Clerk's Office in Liber of Deeds page \_\_\_\_\_, as it may be amended from time to time, and as a member of the Cambridge Court Homeowners' Association, Inc., and Grantee covenants and agrees to include this covenant in any deed conveying title to the premises described herein to any subsequent Grantee.

Together with the appurtenances and all the estate and rights of the grantor in and to said premises, the Grantee, their distributees and assigns forever.

And the Grantor covenants as follows:

First, that the Grantee shall quietly enjoy the said premises;

Second, that the Grantor will forever warrant the title to said premises.

Third, that in compliance with Section 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN PRESENCE OF

In Witness Whereof, the Grantee has caused its corporate seal to be herunto affixed, and these presents to be signed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, Nineteen Hundred and Eighty-four.

NEIL HIRSCH ENTERPRISES, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Grantee

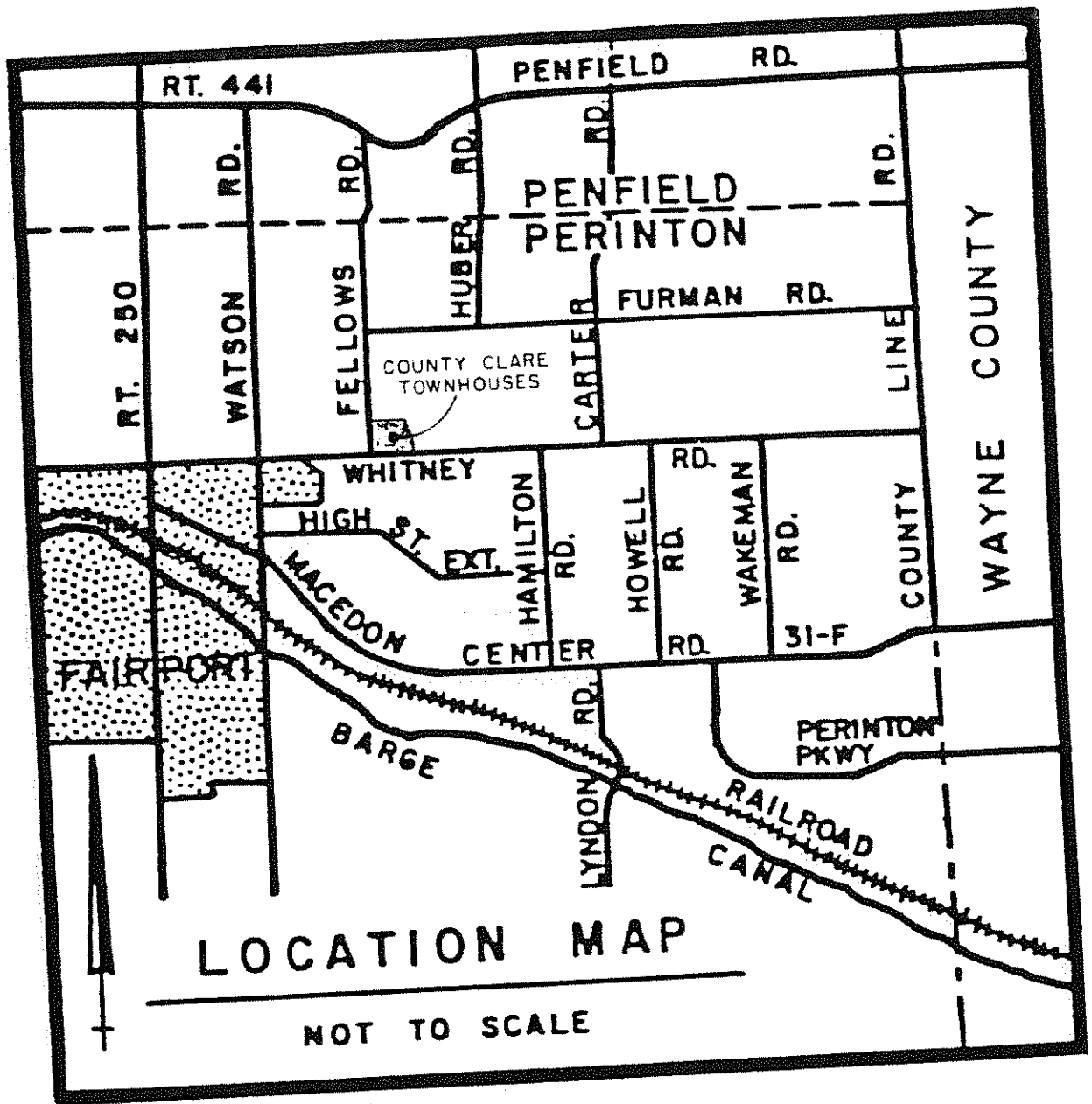
\_\_\_\_\_  
Grantee



EXHIBIT F  
LOCATION MAP

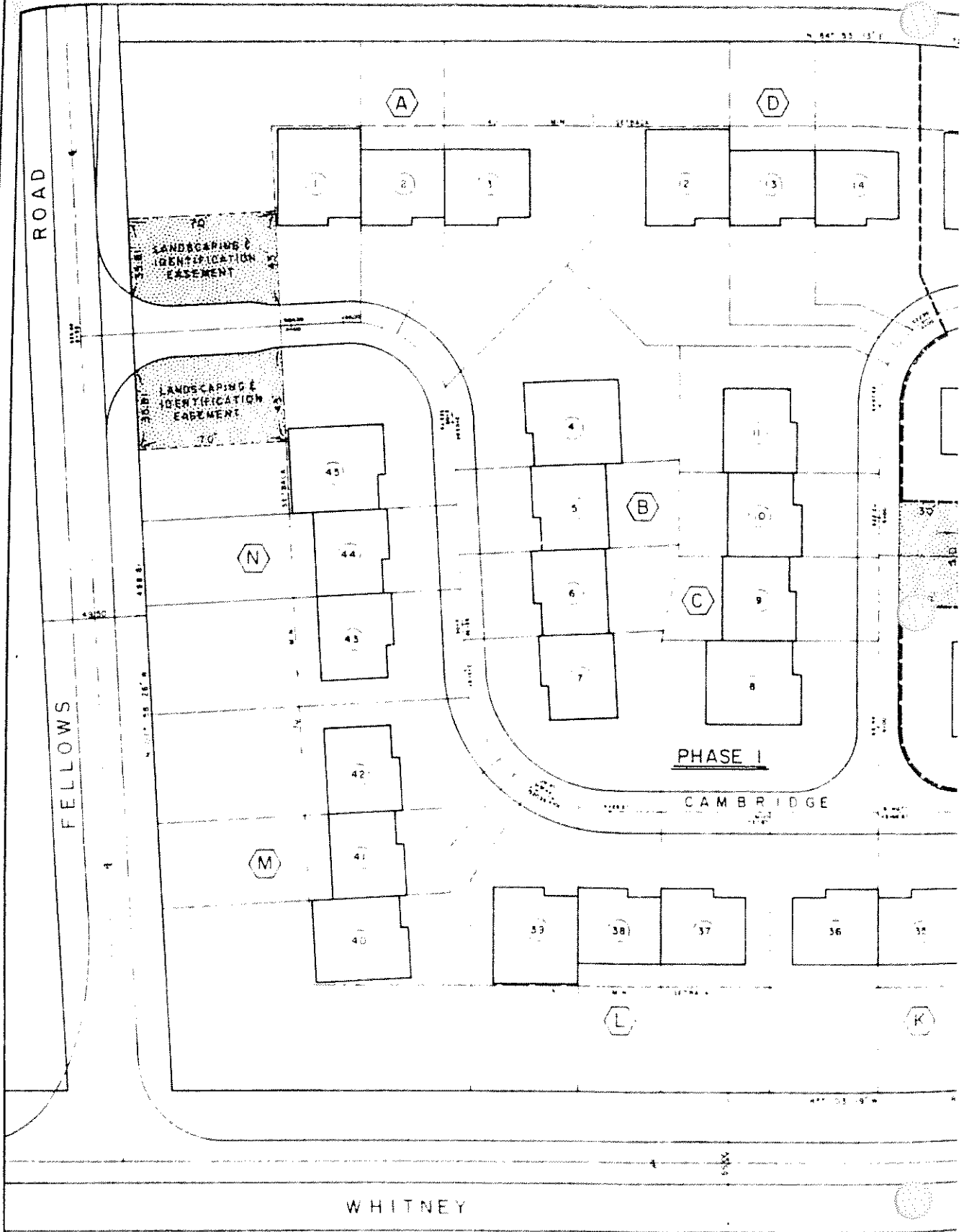


S.W. 1/4 Sec. 10,  
T. 10 N., R. 10 W., S. 100

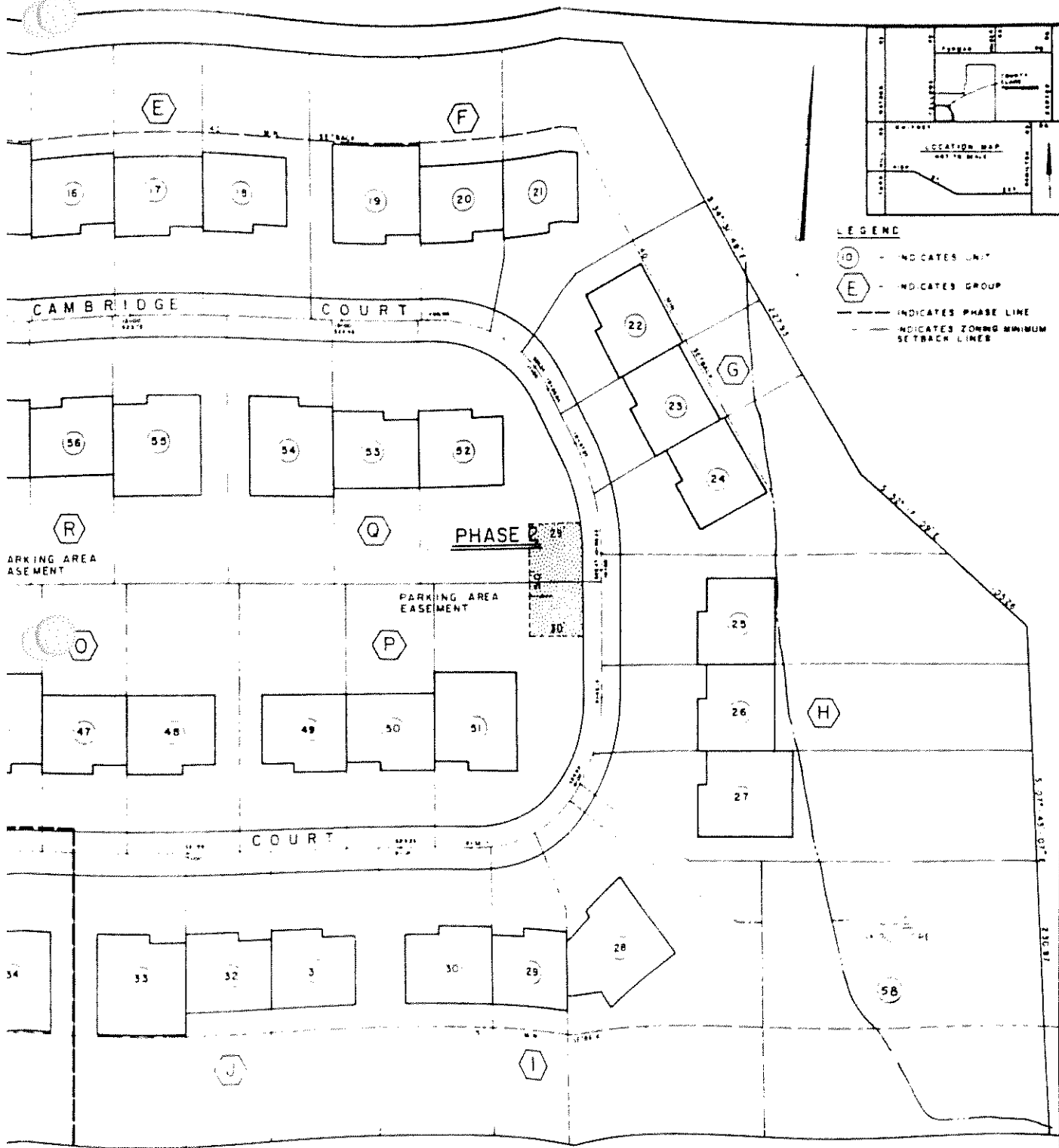


COUNTY CLARE  
TOWNHOUSE SUBDIVISION

EXHIBIT G  
GENERAL PLAN



APPLICANT  
 M. W. BUSH ENTERPRISES, INC.  
 100 AVENUE OF THE AMERICANS  
 FARMPORT, NEW YORK 14055



**LEGEND**

- (O) - INDICATES UNIT
- (E) - INDICATES GROUP
- INDICATES PHASE LINE
- - - - - INDICATES ZONING MINIMUM SETBACK LINES

<b>COUNTY CLARE</b> <i>Townhouse Subdivision</i>	
LOCATION BEING PART OF TOWN LOT 30, TWP 12, RANGE 4 TOWN OF PERINTON, COUNTY OF MONROE, N.Y.	DATE 7-27-81 DRAWN BY M.B. CHECKED BY J.L. SCALE 1"=30'
HERMAN J. KLINGENBERGER, L.S. 55419 1350 BUFFALO ROAD ROCHESTER, N.Y. 14624	PAGE 1 83-150-T
GENERAL PLAN	
54 OF 8	



EXHIBIT H  
PHASE I SUB-DIVISION MAP

ROAD

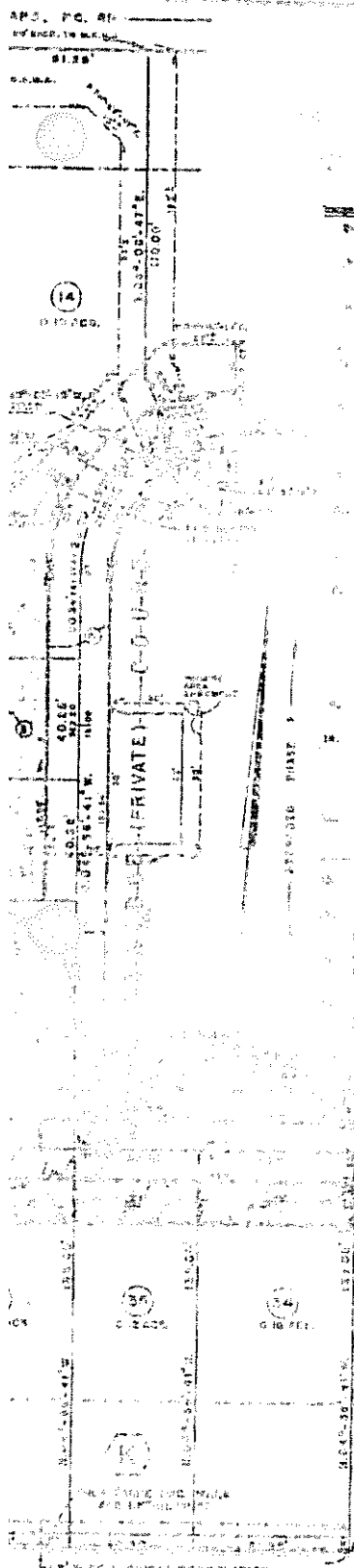
GROUP	FEET
A	100.00
B	100.00
C	100.00
D	100.00
E	100.00
F	100.00
G	100.00
H	100.00
I	100.00
J	100.00
K	100.00
L	100.00
M	100.00
N	100.00

PROPOSED EASEMENTS TO THE ROAD OF PERMITOR				
NO.	TYPE	REQ.	WIDTH	COMMENT
1	EASEMENT	100.00	100.00	CONVEYED WITH COPIES OF
2	EASEMENT	100.00	100.00	CONVEYED
3	EASEMENT	100.00	100.00	CONVEYED
4	EASEMENT	100.00	100.00	CONVEYED
5	EASEMENT	100.00	100.00	CONVEYED
6	EASEMENT	100.00	100.00	CONVEYED
7	EASEMENT	100.00	100.00	CONVEYED
8	EASEMENT	100.00	100.00	CONVEYED
9	EASEMENT	100.00	100.00	CONVEYED
10	EASEMENT	100.00	100.00	CONVEYED
11	EASEMENT	100.00	100.00	CONVEYED
12	EASEMENT	100.00	100.00	CONVEYED
13	EASEMENT	100.00	100.00	CONVEYED
14	EASEMENT	100.00	100.00	CONVEYED
15	EASEMENT	100.00	100.00	CONVEYED
16	EASEMENT	100.00	100.00	CONVEYED
17	EASEMENT	100.00	100.00	CONVEYED
18	EASEMENT	100.00	100.00	CONVEYED
19	EASEMENT	100.00	100.00	CONVEYED
20	EASEMENT	100.00	100.00	CONVEYED
21	EASEMENT	100.00	100.00	CONVEYED
22	EASEMENT	100.00	100.00	CONVEYED
23	EASEMENT	100.00	100.00	CONVEYED
24	EASEMENT	100.00	100.00	CONVEYED
25	EASEMENT	100.00	100.00	CONVEYED
26	EASEMENT	100.00	100.00	CONVEYED
27	EASEMENT	100.00	100.00	CONVEYED
28	EASEMENT	100.00	100.00	CONVEYED
29	EASEMENT	100.00	100.00	CONVEYED
30	EASEMENT	100.00	100.00	CONVEYED
31	EASEMENT	100.00	100.00	CONVEYED
32	EASEMENT	100.00	100.00	CONVEYED
33	EASEMENT	100.00	100.00	CONVEYED
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35	EASEMENT	100.00	100.00	CONVEYED
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39	EASEMENT	100.00	100.00	CONVEYED
40	EASEMENT	100.00	100.00	CONVEYED
41	EASEMENT	100.00	100.00	CONVEYED
42	EASEMENT	100.00	100.00	CONVEYED
43	EASEMENT	100.00	100.00	CONVEYED
44	EASEMENT	100.00	100.00	CONVEYED
45	EASEMENT	100.00	100.00	CONVEYED
46	EASEMENT	100.00	100.00	CONVEYED
47	EASEMENT	100.00	100.00	CONVEYED
48	EASEMENT	100.00	100.00	CONVEYED
49	EASEMENT	100.00	100.00	CONVEYED
50	EASEMENT	100.00	100.00	CONVEYED
51	EASEMENT	100.00	100.00	CONVEYED
52	EASEMENT	100.00	100.00	CONVEYED
53	EASEMENT	100.00	100.00	CONVEYED
54	EASEMENT	100.00	100.00	CONVEYED
55	EASEMENT	100.00	100.00	CONVEYED
56	EASEMENT	100.00	100.00	CONVEYED
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58	EASEMENT	100.00	100.00	CONVEYED
59	EASEMENT	100.00	100.00	CONVEYED
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61	EASEMENT	100.00	100.00	CONVEYED
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96	EASEMENT	100.00	100.00	CONVEYED
97	EASEMENT	100.00	100.00	CONVEYED
98	EASEMENT	100.00	100.00	CONVEYED
99	EASEMENT	100.00	100.00	CONVEYED
100	EASEMENT	100.00	100.00	CONVEYED

WHITNEY

APPLICANT  
 M. H. HARRIS ENTERPRISES, INC.  
 100 BROADWAY  
 NEW YORK, N. Y. 10007

To New Number 3810  
 Confirms To Mason County  
 Pure Water Master Plan  
*Palmetto Hotel*  
 Signature

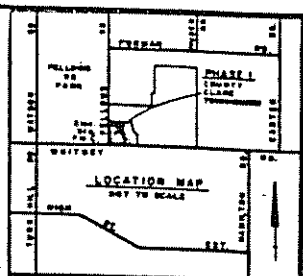


**HYDRANT FLOW TEST**  
 Intersection of County Clare Road  
 and Falls Road - 1/25/84

Static Pressure - 60 P.S.I.  
 Pitot Pressure - 42 P.S.I.  
 Residual Pressure - 42 P.S.I.  
 Observed Flow - 1095 G.P.M.  
 Flow at 20 P.S.I. - 1860 G.P.M.

**VERTICAL MONUMENT DATUM**  
 Elevations refer to U.S.C. & G.S. Datum  
 Mon. No. 1118-3 (Newark County 1940)  
 Elev. 495.373. Local Bench Ref. - RR  
 bench is ut. pole (PAC-4-4) FELLOWS  
 Road - 882.22.

**HORIZONTAL CONTROL**  
 This subdivision is situated beyond  
 the limits set forth by the Monroe  
 County Monumentation Law and is there-  
 fore set tied into the N.Y. State  
 Plane Coordinate System.



- NOTES**
- County Clare Roadhouse Subdivision is a proposed lot set out by the Town of Perinton Planning Board under Section 14-103 of the Town Code.
  - A home-owner's construction of a legal easement in perpetuity, is to be located in such a way as to be a permanent easement and shall be legally obligated to be a home-owner.
  - The proposed project roadway shall be private and shall be maintained by the owner-occupier to be located. The street and driveway easements shall be contained in and be the responsibility of the Town of Perinton and shall be subject to all other laws and regulations.
  - All easements and road easements shall be a responsibility of the owner-occupier with the Town of Perinton and shall be subject to all other laws, codes and regulations.
  - The proposed project roadway shall be a responsibility of the owner-occupier with the Town of Perinton and shall be subject to all other laws, codes and regulations.
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**CURVE DATA**

Curve	Desc.	Δ	Rad.	Tangent	Length
A	Curve	90°-00'-00"	40'	80'	78.84'
B	Curve	88°-28'-16"	70'	46.38'	108.22'
C	Curve	89°-40'-54"	80'	48.84'	78.39'

**LEGEND**

- Indicates Monument to be set
- Indicates Easement Lines
- Indicates easement
- Indicates easement
- Land Areas
- Area of Project - 9.88 Acres
- Area of Phase 1 - 4.35 Acres
- Area of Lots - 4.35 Acres

**PROPERTY REF.:**  
 Bell Hirsch Pnt. Inc. - Lt. 6302, Pg. 146  
 Tax Acct. #153-02-02-002

**NOTES:**  
 Lot 14 - 200' depth along Whitney Road  
 Lot 14 - 200' depth along Whitney Road

**APPROVED BY:**

DATE: \_\_\_\_\_

REVISION: \_\_\_\_\_

**Phase 1**  
**COUNTY CLARE**  
**Townhouse Subdivision**

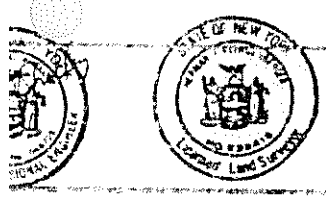
**LOCATION:**  
 BEING PART OF TOWN LOT 30, TWP 12, RANGE 4  
 TOWN OF PERINTON-COUNTY OF MONROE-N.Y.

**DATE 12/27/82**  
**DRAWN BY: M.E. PM**  
**CHECKED BY: L.J.**  
**SCALE 1" = 80'**

**HERMAN J. KLINGEMBERGER, L.S. 35419**  
**1350 BUFFALO ROAD**  
**ROCHESTER, N.Y. 14624**

**PROJ # 83-150-T**

**PLAT SH. 2 OF 8**



**ROAD**

Unauthorized alterations or additions to this map is a violation of Sect. 7389 of the N.Y. State Education Law. I hereby certify that this map was prepared from notes of an instrument survey completed on 5/4/82.

*Herman J. Klingemberger*  
 Herman J. Klingemberger, L.S. 35419



EXHIBIT I  
PHASE II SUB-DIVISION MAP

any Class Townhouse Subdivision as a potential land use by the Town of Perinton Planning Board under Section 160-11 of the Town Code.

any Class Townhouse Subdivision, a legal subdivision, is to be located within such zone of a townhouse lot and shall be legally subject to a townhouse lot.

any building shall be private and maintained by the owner. The owner and any other person shall be obligated to maintain the responsibility of the Town of Perinton with respect to the use and maintenance.

any building and use pursuant to this subdivision shall be in accordance with the specifications and regulations as amended May 24, 1978, except as otherwise approved.

any building shall be located for a lot until the drainage system is in place and approved.

any building shall be installed in accordance with the rules and regulations of the Town of Perinton.

any building shall be limited to 100 sq. ft./1,000 sq. ft. lot.

any building shall be limited to 100 sq. ft./1,000 sq. ft. lot.

any building shall be limited to 100 sq. ft./1,000 sq. ft. lot.

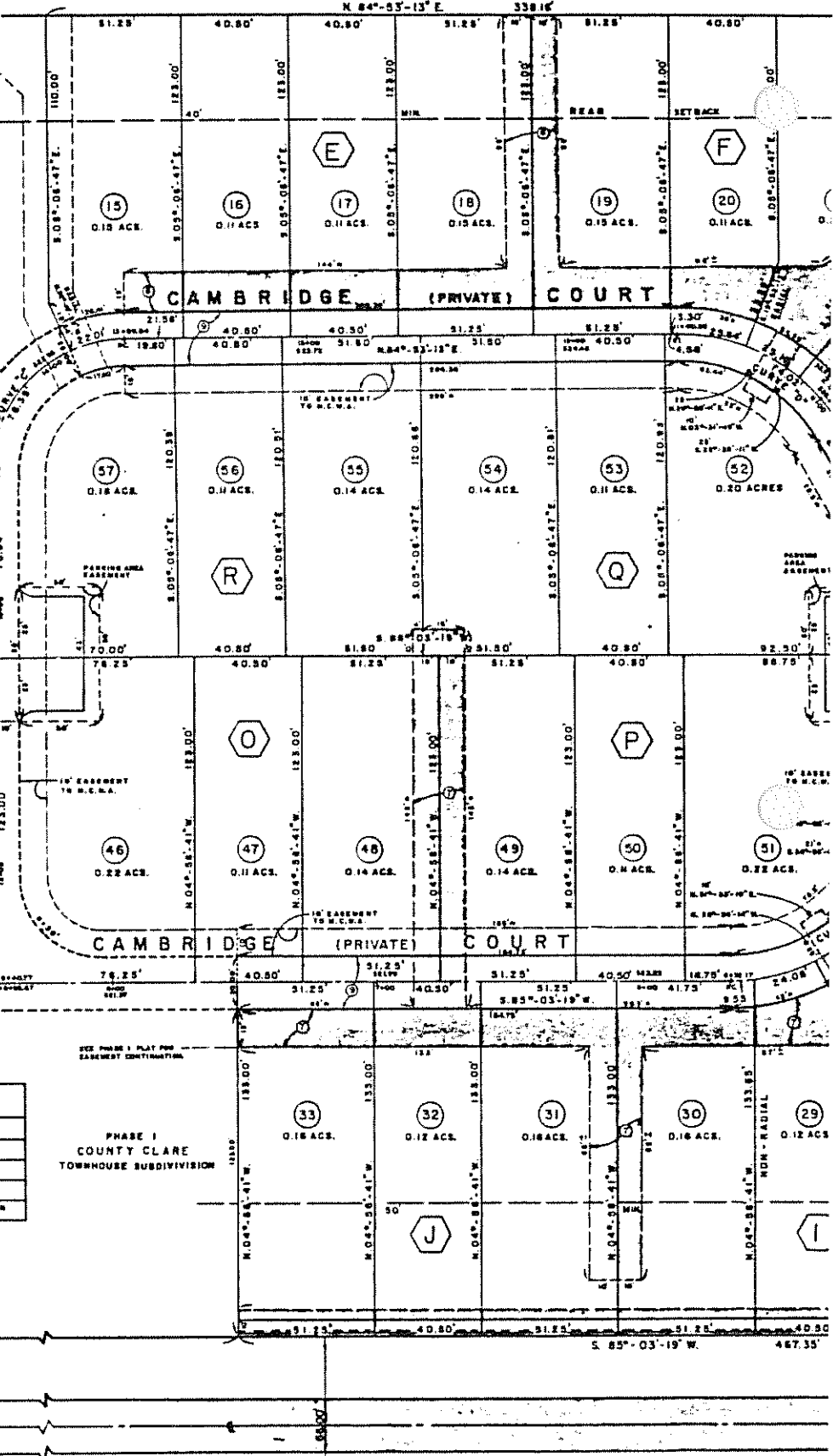
SEE PHASE I PLOT FOR EASEMENT CONTINUATION

PHASE I  
COUNTY CLARE  
TOWNHOUSE SUBDIVISION

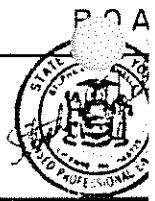
TOWNHOUSE GROUPING	
GROUP	UNITS
E	15,16,17,18
F	19,20,21
G	22,23,24
H	25,26,27
I	28,29,30
J	31,32,33
K	46,47,48
L	49,50,51
M	52,53,54
N	55,56,57

PROPOSED DEDICATIONS TO THE TOWN OF PERINTON				
CODE	TYPE	USE	WIDTH	COMMENT
①	EASEMENT	BIKEWALK	10'	
②	EASEMENT	ST & SAN. SEWER & OTHER UT	10'-20' & VARIABLE	
③	EASEMENT	ST & SAN. SEWER & OTHER UT	10'-20' & VARIABLE	
④	EASEMENT	ACCESS	20'	ASSOCIATION STREET

WHITNEY



Review Number 386  
 Confirms To Monroe County  
 By Way of Master Plan  
*R. J. [Signature]* 2/10/82  
 Surveyor Date

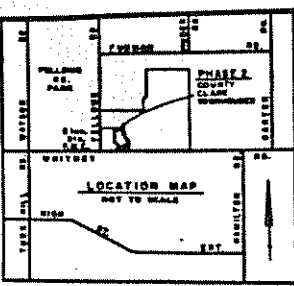


**HYDRANT FLOW TEST**  
 Intersection of County Clare Crescent  
 and Fallows Road - 1/23/84

Static Pressure - 60 P.S.I.  
 Pitot Pressure - 42 P.S.I.  
 Residual Pressure - 45 P.S.I.  
 Observed Flow - 1095 G.P.M.  
 Flow at 20 P.S.I. - 1840 G.P.M.

**VERTICAL MONUMENT DATUM**  
 Elevations refer to U.S.C. & G.S. Datum  
 Mon. No. 111D-3 (Monroe County 1940)  
 Elev. 495.373 Local Bench Ref. - R.R.  
 wood in st. pole (FMC-6-6) FELLOWES  
 Road - 828.81.

**HORIZONTAL CONTROL**  
 This subdivision is situated beyond  
 the limits set forth by the Monroe  
 County Monumentation Law and is there-  
 fore not tied into the N.Y. State  
 Plane Coordinates System.



**Land Area**  
 Area of Project - 9.88 Acres  
 Area of Phase 2 - 5.31 Acres  
 Area of Lots - 5.31 Acres

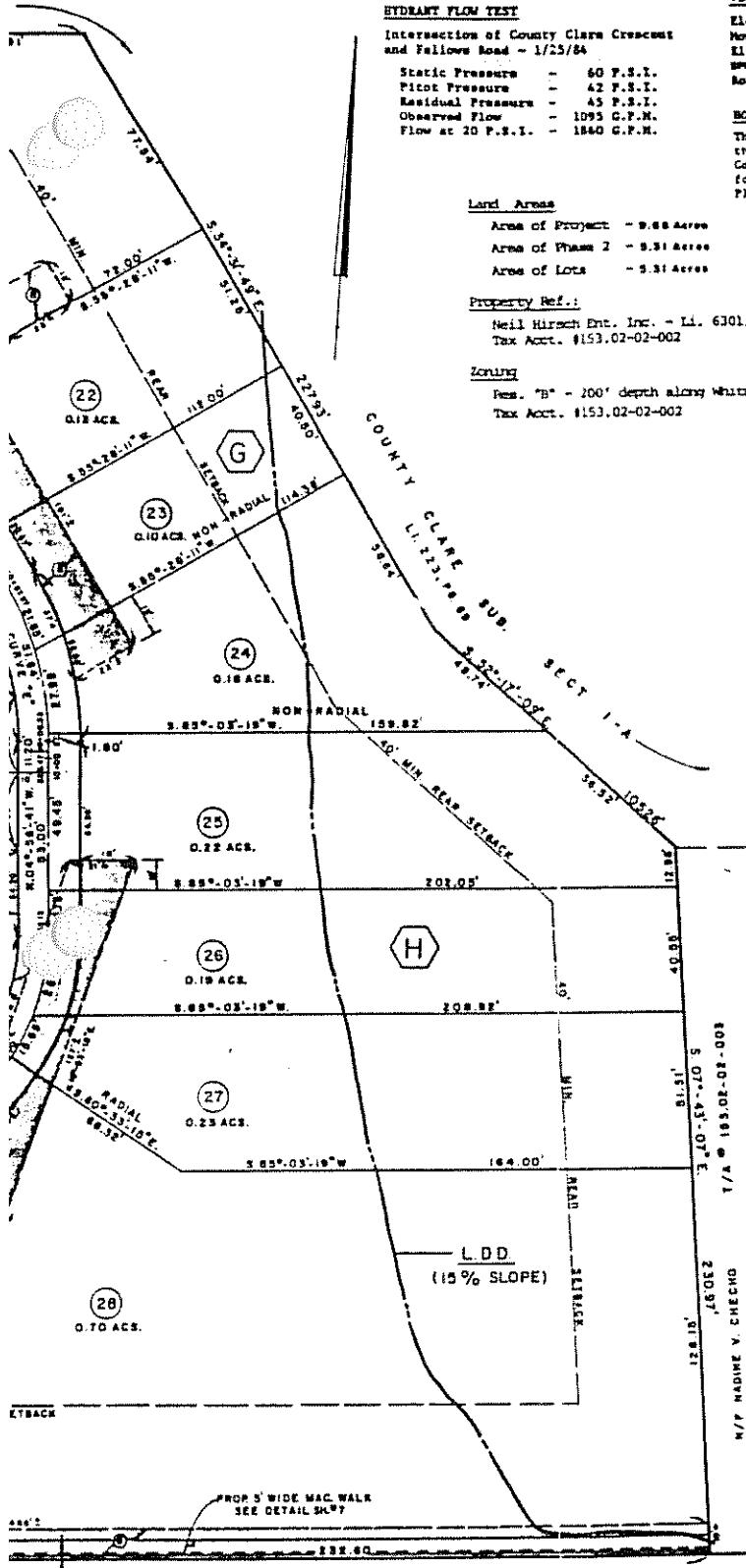
**Property Ref.:**  
 Neil Hirsch Ent. Inc. - Lt. 6301, pg. 146  
 Tax Acct. #153.02-02-002

**Zoning**  
 Res. "B" - 200' depth along Whitney Road  
 Tax Acct. #153.02-02-002

**LEGEND**

- SPW --- INDICATES MONUMENT TO BE SET
- INDICATES EASEMENT LINES
- (16) --- INDICATES UNIT
- (E) --- INDICATES GROUP

CURVE DATA					
Curve	Desc.	Δ	Rad.	Tangent	Length
C	℄ Road	89°-48'-54"	50'	49.85'	78.39'
D	℄ Road	80°-34'-08"	70'	40.89'	74.02'
E	℄ Road	29°-35'-08"	100'	26.41'	51.84'
F	℄ Road	90°-00'-00"	70'	70'	108.96'



APPROVED BY: \_\_\_\_\_  
 FIRE CHIEF

DATE: \_\_\_\_\_

APPROVED BY: *[Signature]*  
 MON. CO. WATER AUTHORITY

DATE: 2/17/84

APPROVED BY: \_\_\_\_\_  
 TOWN ENGINEER

DATE: 2/16/84

APPROVED BY: \_\_\_\_\_  
 PLANNING BOARD CHAIRMAN

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
 TOWN ATTORNEY

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
 TOWN CLERK

DATE: \_\_\_\_\_

APPROVED BY: *[Signature]*  
 COMM. OF PUBLIC WORKS

DATE: 2/16/84

APPROVED BY: *[Signature]*  
 TOWN ENGINEER

DATE: 2/16/84

APPROVED BY: \_\_\_\_\_  
 PLANNING BOARD CHAIRMAN

DATE: \_\_\_\_\_

2/3/84	1	PER TOWN D.P.W., TOWN ENG., & MISC. ADDITIONS	M.B.
DATE	Δ	REVISION	BY

**Phase 2  
 COUNTY CLARE  
 Townhouse Subdivision**

**LOCATION:**  
 BEING PART OF TOWN LOT 30, TWP. 12, RANGE 4  
 TOWN OF PERINTON - COUNTY OF MONROE - N.Y.

DATE: 12/20/83  
 DRAWN BY: M.B., P.M.  
 CRED BY: L.J.  
 SCALE: 1" = 30'

PROJ. #  
 83-150-T

HERMAN J. KLINGENBERGER, L.S. 35419  
 1350 BUFFALO ROAD  
 ROCHESTER, NEW YORK 14626

**PLAT**

SM. 3 OF 8



UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS MAP IS A VIOLATION OF SECT. 7209 OF THE N.Y. STATE EDUCATION LAW.

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM NOTES OF AN INSTRUMENT SURVEY COMPLETED ON 5/14/82.

*[Signature]*  
 HERMAN J. KLINGENBERGER, L.S. 35419

EXHIBIT J  
SPONSOR'S CERTIFICATION

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, or suppression;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made to reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations of statements made.

4. We further certify that we are not owned or controlled by, and have no beneficial interest in, the Sponsor, and that our compensation for preparing the Report is not contingent on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

5. This certification is made under penalty of perjury for the benefit of all persons to whom the Sponsor makes an offer. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Dated: March 1, 1984

*Stephen R. Shelley*

STEPHEN R. SHELLEY  
P.E., No. 048725

Sworn to before me this  
1st day of March, 1984.

*Malcolm M. Lawrence*  
Notary Public

MALCOLM M. LAWRENCE  
Notary Public, State of N.Y., Monroe Co.  
My Commission Expires March 30, 1985

SPONSOR'S CERTIFICATION

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

The undersigned, being duly sworn, depose and say as follows:

1. We are the Sponsor and the President, sole shareholder, and sole director of the Sponsor of the Cambridge Court Homeowners' Association, Inc. Offering Plan.
2. We understand that we have primary responsibility for compliance with provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 22, and such other laws and regulations as may be applicable.
3. We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan for the Cambridge Court Homeowners' Association, Inc. does, and that documents submitted hereafter by us which amend or supplement the Offering Plan for the Cambridge Court Homeowners' Association, Inc., will:
  - (i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase of sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we: (a) know the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statements made.

4. We certify that the surface pavement and base of the private road and the parking areas will be installed and constructed in accordance with specifications previously submitted to and approved by the Town of Perinton Planning Board when it granted subdivision approval of the Development. The construction of the private road and parking areas will not be fully completed before the ownership of the private road and



parking area pavement and base is transferred to the Association. There will be sufficient funds available for completion by the Association through a letter of credit issued by Marine Midland Bank, N.A. in favor of the Association in an amount which a professional engineer has determined to be adequate to complete such installations in accordance with the specifications approved by the Town of Perinton Planning Board. Sewers and water lines will not be part of the Association Property or Facilities, but will be dedicated to the Town and the Monroe County Water Authority, respectively, and will be constructed and installed in accord with Town and Water Authority standards. Before these utilities are accepted for dedication, they must be inspected and certified by a professional engineer as complying with such standards. Their installation and completion will also be insured by a letter of credit issued by Marine Midland Bank, N.A. in favor of the municipality or authority to whom such utilities will be dedicated. Such letter of credit is in an amount determined by a professional engineer to be adequate to complete such installations in accord with the Town and Water Authority standards.

This certification is made under penalty of perjury to the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Dated: February 29, 1984.

NEIL HIRSCH ENTERPRISES, INC.

By: Neil Hirsch  
Neil Hirsch,  
President

Neil Hirsch  
Neil Hirsch

Sworn to before me this 29<sup>th</sup>  
day of February, 1984.

Malcolm M. Lawrence  
Notary Public

MALCOLM M. LAWRENCE  
Notary Public, State of N.Y., Monroe Co.  
My Commission Expires March 30, 1985

EXHIBIT K  
ENGINEER'S CERTIFICATION

ENGINEER'S CERTIFICATION

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

The undersigned, being duly sworn, depose and say as follows:

1. Neil Hirsch Enterprises, Inc., the Sponsor of Cambridge Court Homeowners' Association, Inc., has retained our firm to prepare a report describing the common areas when constructed, hereinafter referred to as the "Report". We prepared the plans and specifications for the Association Facilities within the Association Property, and are fully familiar with their contents. We prepared the Report dated February 29, 1984, a copy of which is attached hereto and is incorporated into the Offering Plan so that prospective purchasers may rely on the Report.

2. We understand that we are responsible for complying with Article 23-A of the General Business Law and the Regulations promulgated by the Attorney General in Part 22 insofar as they are applicable to this Report.

3. We have read the entire Report and investigated the facts set forth in the Report, and the facts underlying it with due diligence, in order to form a basis for the certification. We certify the Report does:

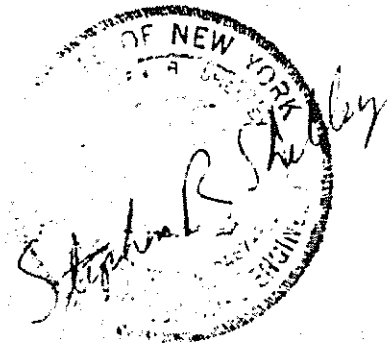
(i) set forth in detail the condition of the entire Association Facilities and Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

ENGINEER'S REPORT

CAMBRIDGE COURT  
HOMEOWNERS' ASSOCIATION

ROADWAY, UTILITY & SITE IMPROVEMENTS

TOWN OF PERINTON  
COUNTY OF MONROE  
STATE OF NEW YORK



prepared by:

Stephen R. Shelley  
P.E. #48725

February 29, 1984

CAMBRIDGE COURT  
HOMEOWNERS' ASSOCIATION

The property of which this Association is identified is the County Clare Townhouse Subdivision. The property is to be developed by the sponsor in accordance with the exhibit plans approved by resolution of the Town Planning Board on January 18, 1984.

LOCATION

The site, encompassing 9.66 acres of land, is situated at the northeast corner of Whitney and Fellows Roads.

PROJECT

The proposal involves the construction, two phases, of 57 attached townhouse units, and one detached single-family unit.

The Association will not own any of the units, nor will it own any part of the land. The Association will be conveyed easements upon which improvements are to be constructed by the sponsor and maintained by the Association. The improvements are described as follows:

A. Road

The roadway, Cambridge Court, is to be constructed in accordance to the plans and specifications approved by the Town of Perinton Planning Board. The specifications of the road equal or exceed the Town's minimum requirement for a private, non-dedicated road.

The subdivision of the land is planned with common front lot lines. The roadway is to be constructed on a 20 foot wide easement, the centerline of which is the common front lot lines.

The total roadway shall be 1620.77 feet in length beginning at the existing pavement of Fellows Road; 1550.77 linear feet shall be a 20 foot wide macadam surfaced road, and 70 linear feet shall be a concrete brick pavement of variable width, from 20 to 24 feet.

Description/Construction

1. Macadam Section

Foundation: base course, 7", #2 dolomite "crusher-run" leveler course, 2" #1 dolomite "crusher-run"

Paving: 2" hot-mix binder course #1 hot-mix topping

2. Brick Section

Foundation: base course, 7" #2 dolomite "crusher-run" leveler course, 1½", #1 dolomite "crusher-run" laying bed, ¾" #1a dolomite "crusher-run"

3. Weeps, a foundation drain system composed of a wedge shaped section of #2 crushed stone and a 4" dia. collector pipe discharging into the storm sewer system.
4. Brick Paving - Bricks are pre-cast concrete, burgundy colored and shall be used in three sizes (2½" x 4½", 4½" x 4½" and 4½" x 6½"). The bricks are to be set in a ¾" bed of stone in a pre-planned circular and crescent design.
5. Granite Curbs - 6" x 18" placed along each side of the brick pavement.

B. Project Identification Structure

One masonry structure, 4 foot square, 6 foot high, built of "Philadelphia" paving stone, and capped with a wood frame and cedar shingle roof. A bronze sign is to be inserted in a recess identifying the project of Cambridge Court.

Appropriate landscaping of coniferous and deciduous plantings shall be placed in a bed of ground cover around the sign structure. Similar plantings shall be placed on the opposite side of the entrance road.

Ground lighting is to be provided on each side of the entrance street at Fellows Road to illuminate the entrance and to enhance the landscaping.

An underground sprinkler system is to be constructed to service the entrance area.

The above improvements are to be encompassed by two, 45 foot by 70 foot easements on Lots 1 & 45, which will be conveyed to the Association for operation and maintenance of the above improvements.

C. Parking

The site is to be provided with two, "Guest Only" parking areas, each 24' x 43' in size and paved in an identical manner as stated above for the road. An easement (30' x 50') is to be conveyed to the Association in its assumption of maintenance responsibility.

IMPROVEMENTS NOT OWNED NOR OPERATED BY THE ASSOCIATION

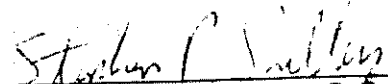
Improvements necessary for the development of the site, to be constructed by the sponsor, but not the responsibility of the Association are as follows:

- a. Sanitary Sewer Collection System, constructed of 8" SDR-35 pipe, shall be dedicated to The Consolidated Sewer District of the Town of Perinton for operation and maintenance.

- b. Storm Sewer Collection System, constructed of reinforced concrete pipe in varying sizes (12" dia. to 30" dia.) shall be dedicated to the Town of Perinton for operation and maintenance.
- c. Macadam Sidewalks, 5' in width, to be constructed along Whitney & Fellows Roads shall be dedicated to the Town of Perinton for operation and maintenance.
- d. Water Mains shall be constructed of 8" ductile iron pipe; the system, inclusive of hydrants and valves shall be dedicated to the Monroe County Water Authority for service of potable and fire flow quantities, and for the operation and maintenance of the system.
- e. Electric lines and services are to be constructed underground by the Fairport Municipal Commission at the sponsor's expense, and shall be owned, operated and maintained by it.
- f. T.V. Cable and services are to be constructed underground by the People's Cable T.V. Corporation who will own, operate and maintain the system.
- g. Telephone lines and services are to be constructed underground by the Rochester Telephone Corporation who will own, operate and maintain the system.

The specifications for the improvements to be constructed for the Association conform to the specifications as submitted to and approved by the Town Planning Board when they granted final approval on 1/18/84.

Public Utilities to be constructed by the sponsor will comply to the specifications for Town dedicated utilities.

  
Stephen R. Shelley, P.E. 48725



OFFICE OF THE ATTORNEY GENERAL  
SAN FRANCISCO, CALIFORNIA

TO THE HONORABLE THE GOVERNOR OF THE STATE OF CALIFORNIA

AND TO THE HONORABLE THE COMMISSIONERS OF THE STATE BOARD OF EQUALIZATION

RE: ADEQUACY OF BUDGET CERTIFICATION

**EXHIBIT L**

**ADEQUACY OF BUDGET CERTIFICATION**

The following information is submitted to you for your information and guidance in the performance of your duties. It is based on the information provided to the Office of the Attorney General by the State Board of Equalization and the State Department of Finance.

The State Board of Equalization has determined that the State's budget for the fiscal year ending June 30, 1968, is adequate to meet the State's obligations for that year. The State Department of Finance has also determined that the State's budget for the fiscal year ending June 30, 1968, is adequate to meet the State's obligations for that year.

The State's budget for the fiscal year ending June 30, 1968, is based on the following assumptions:

- 1. The State's revenue for the fiscal year ending June 30, 1968, is estimated to be \$1,200,000,000.
- 2. The State's expenditures for the fiscal year ending June 30, 1968, are estimated to be \$1,100,000,000.
- 3. The State's surplus for the fiscal year ending June 30, 1968, is estimated to be \$100,000,000.

The State's budget for the fiscal year ending June 30, 1968, is based on the following assumptions:

- 1. The State's revenue for the fiscal year ending June 30, 1968, is estimated to be \$1,200,000,000.
- 2. The State's expenditures for the fiscal year ending June 30, 1968, are estimated to be \$1,100,000,000.
- 3. The State's surplus for the fiscal year ending June 30, 1968, is estimated to be \$100,000,000.

CERTIFICATION ON ADEQUACY OF BUDGET

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

The undersigned, being duly sworn, deposes and says as follows:

1. Neil Hirsch Enterprises, Inc., the Sponsor of the Cambridge Court Homeowners' Association, Inc. offering plan connected with the sale of dwelling units in the County Clare Townhouse subdivision has retained Lawrence Management of 97-99 Park Ave., Rochester, New York 14607, to review Schedule A of the offering plan containing projections of income and expenses of the first year of the Association's operation.

2. Our firm's experience in this field includes management services for the following projects:

Brighton Estates Condominiums, Brighton, New York , 72 condominium units;

Whitney Highlands Homeowners' Association, Perinton, New York, 88 townhouse units;

Wood Sorrel Homeowners' Association, Inc., Perinton, New York, 16 townhouse units;

Ellwanger & Barry School Condominiums, Rochester, New York, 18 condominium units;

Alexander Street Apartments, 270-274 Alexander St., Rochester, Rochester, New York, 26 apartment units.

3. Our firm understands that it is responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 22 insofar as they are applicable to Schedule A.

4. We have reviewed the schedule and investigated the facts set forth in the schedule and the facts underlying it with due diligence in order to form a basis for this certification. We have also relied on our experience in managing residential property.

5. We certify that the projections on Schedule A appear reasonable and adequate under existing circumstances, and the projected income will be sufficient to meet the

anticipated operating expenses for the projected first year of operation of the Association as a homeowner's association.

6. We certify that the schedule:

(i) sets forth in detail the terms of the transaction as it relates to the projections and is complete, current, and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of operation as a homeowners association;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statements made.

7. We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan.

8. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Dated: March 1, 1984

Lawrence Management

By: Rachel Reck  
Rachel Reck, Operations  
Manager

Sworn to before me this  
1 day of March, 1984.

Malcolm M. S.

MALCOLM M. LAWRENCE  
Notary Public, State of N.Y., Monroe Co.  
My Commission Expires March 30, 1985

EXHIBIT M

PROPOSED MANAGEMENT AGREEMENT

PROPOSED MANAGEMENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between CAMBRIDGE COURT HOMEOWNERS' ASSOCIATION, INC., 1700 Ayrault Road, Fairport, New York 14450 (hereinafter the "Association") and JERRY LAWRENCE d/b/a LAWRENCE MANAGEMENT, 97-99 Park Avenue, Rochester, New York 14607 (hereinafter the "Manager"),

WHEREAS, the Association is a Not-For-Profit corporation organized under the laws of the State of New York for the purpose of operating and maintaining certain roads and other facilities and to provide for the repair and maintenance of residences within the County Clare Townhouse Subdivision, Phase I and Phase II (hereinafter the "Subdivision") situate in the Town of Perinton, Monroe County, New York, pursuant to the terms and provisions of a Declaration of Covenants, Conditions and Restrictions, the By-Laws of the Association, and all of the statements, documents, exhibits and schedules included as part of an Offering Plan for the Association and the Subdivision (hereinafter called the "Plan") filed with the New York Attorney General on \_\_\_\_\_, 1984, and

WHEREAS, the Manager desires to enter into an agreement with the Association for the purpose of providing the various services and maintenance required of the Association under the terms of the Plan,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Manager and Association agree as follows:

1. Manager agrees to perform the following services required of Association under the Plan. Such services shall be rendered in accord with the duties and obligations of the Association as set forth in the terms and provisions of the Plan which is hereby incorporated in and made a part of this Agreement by reference:

(a) To bill and collect the annual and special assessments due the Association from the individual Subdivision Lot Owners and Sponsor, as required by the terms and provisions of the Plan and by the additional instructions and directives of the Board of Directors of the Association (the "Board") which are not inconsistent with the Plan.

(b) To maintain accurate records of receipts and disbursement and to furnish monthly reports of receipts and disbursements to the President and Treasurer of the Association.

(c) To supervise and direct any employees of the Association in the performance of their duties as outlined by the Board and to discharge and rehire such employees with the concurrence and direction of the Board.

(d) To maintain the Association account books and to attend the meetings of the Board and the individual Lot Owners in the Subdivision.

(e) To maintain payroll records and to file withholding tax statements for the Association's employees.

(f) To provide the Association's accountant with the financial records and information needed in order to prepare and file Federal or State income tax returns for the Associa-

tion, and to furnish any other information or records necessary for any other report or filing which may be required of the Association under applicable law, rule or regulations.

(g) To periodically disseminate to the individual Subdivision Lot Owners the various rules and regulations promulgated or adopted by the Board from time to time and to notify the Board of any violations of such rules and regulations, and thereafter, to take such action as the Board shall direct to insure compliance therewith.

(h) At the direction of the Board, to provide the members of the Association with notices of annual and other meetings to which such members are entitled.

(i) To obtain and to furnish to the Board bids and proposed contracts from independent contractors to provide the services required of the Association under the Plan, including but not limited to by reason of enumeration herein (reference being had to the Plan itself) refuse and snow removal, fire and liability insurance, accounting services, legal services, road repair and maintenance, repair and maintenance of the individual residential units within the Subdivision, and lawn and shrubbery care and maintenance.

(j) To supervise, schedule, and oversee (but not control the manner of performing) the services furnished by the various independent contractors who have entered into contracts with the Association to provide the services required of the Association under the Plan, and to insure compliance with such contracts by the independent contractors and to report to the Board any breaches of such contracts or deficiencies in the performance thereof.

(k) Annually, at the request of the Board, to prepare and furnish to the Board a proposed budget indicating the anticipated cost of operating the Association during the ensuing year and providing the services which the Association is required to render under the terms of the Plan.

2. In consideration of performing the foregoing services for the benefit of the Association, the Manager will be paid the total annual fee of Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00) of which Three Thousand One Hundred and 00/100 Dollars (\$3,100.00) shall be attributable and allocable to Phase I of the Subdivision and Three Thousand Four Hundred and 00/100 Dollars (\$3,400.00) shall be attributable and allocable to Phase II. The fee for each Phase shall not commence to be payable until after the transfer of the first Lot in each such Phase. The Manager's fee shall be paid in equal, monthly installments at the end of each month during the term of this Agreement measured from the time such fee becomes due and payable.

3. The Manager shall pay the independent contractors from funds provided to the Manager by the Treasurer of the Association. Such payment shall be based on the bills furnished to the Manager by the independent contractors for the services rendered. It shall be the Manager's responsibility to verify the accuracy of such bills and to insure that the services claimed have in fact been rendered by the independent contractor submitting such bill.

4. The Manager shall be reimbursed for all disbursements made by him, including postage, office supplies, and other similar items. Quarter-annually, the Manager shall submit bills for such disbursements to the Treasurer of the Association for payment.



5. The term of this Agreement shall commence upon the transfer of the first Lot in Phase I to an individual Lot Owner and shall continue for a period of three (3) years thereafter.

(a) The Manager shall have the right to terminate this Agreement upon sixty (60) days advance notice to the Board.

(b) The Board shall have the right to terminate the Manager's employment under this Agreement at any time for cause and upon ninety (90) days advance notice to the Manager for any reason.

6. The Manager shall not pledge the credit of the Association at any time without the prior concurrence of the Board. The Manager shall provide the Board with a list of the Manager's employees who are to be contacted from time to time by the Board for any notices or communications required to further the proper performance of this Agreement.

7. Any notice required hereunder shall be deemed sufficient if in writing and given by certified mail, return receipt requested.

8. The Manager shall be entitled to send such notices to Donna L. Weider, a member of the Board, at 1700 Ayrault Road, Fairport, New York 14450, until further notice is delivered to the Manager designating another Board member with whom the Manager may communicate and deliver notices. Notice to Manager shall be given at his address above set forth until the Association is notified of any change thereof.

IN WITNESS WHEREOF, the parties hereto have affixed their  
respective hands and seals the day and date first above written.

Jerry Lawrence

CAMBRIDGE COURT HOMEOWNERS' ASSOCIATION

By: Donna L. Weider

CAMBRIDGE COURT HOMEOWNERS ASSOCIATION INC.

Cambridge Court Homeowners' Association Inc.

Cambridge Court Homeowners' Association Inc. (the Association) was formed on February 14, 1984 as a not-for-profit corporation under the New York Not-for-Profit Corporation Law. The Association is a Type "A" corporation under that law. The Association's Certificate of Incorporation is attached as Exhibit B. The By-Laws of the Association which govern its operation are attached as Exhibit C. The Association is also governed by the Declaration of Covenants, Conditions, and Restrictions (the Declaration) attached as Exhibit "A". The Declaration provides the framework whereby the Association owns easements in the Development (the Association Property), owns certain physical improvements (the Facilities), provides maintenance for Lots and Dwelling Units in the Development, takes care of the Facilities, and collects money assessments from Lot and Dwelling Unit owners to accomplish these purpose. The Declaration also imposes restrictions on the use of the Lots and Dwelling Units in the Development.

Summary of the Declaration

Term of Declaration; Amendment

The Sponsor will record the Declaration (Exhibit A attached)) in the Office of the Monroe County Clerk before the transfer of the first Dwelling Unit in the Development. The Declaration and the covenants, conditions and restrictions contained therein will continue for a period of twenty (20)

## 1. Introduction

### 1.1. Background

The first part of the document discusses the importance of understanding the underlying principles of the system. It highlights the need for a comprehensive approach that considers both the technical and human aspects of the problem. The goal is to develop a solution that is not only effective but also user-friendly and sustainable. This involves a deep understanding of the user's needs and the system's capabilities. The document then proceeds to describe the methodology used in the study, which includes a combination of qualitative and quantitative research methods. The results of the study are presented in the following sections, showing the effectiveness of the proposed solution in addressing the identified challenges. The document concludes with a discussion of the implications of the findings and suggestions for future research.

### 1.2. Objectives

### 1.3. Scope

The scope of this study is limited to the analysis of the current system and the development of a new solution. It does not cover the implementation and evaluation of the solution in a real-world setting. The study is based on a sample of users and may not be representative of the entire population. The results of the study should be interpreted with caution and used as a guide for further research and development.