

D E C L A R A T I O N

**Establishing a Plan of Condominium Ownership of Premises
Located in the Town of Perinton, County of Monroe, and State of New York,
Pursuant to Article 9-B of the Real Property Law of the State of New York**

NAME: BLACK WATCH OFFICE PARK CONDOMINIUM

SPONSOR: BLACK WATCH OFFICE PARK ASSOCIATES, INC.

**ADDRESS: 359 NORTH WASHINGTON STREET
ROCHESTER, NEW YORK 14625**

DATE OF DECLARATION:

**David A. White, Esq.
Attorney for Sponsor
144 Exchange Boulevard
Suite 306
Rochester, New York 14614
(716) 232-3400**

DECLARATION

BLACK WATCH OFFICE PARK ASSOCIATES, INC., with offices at 359 North Washington Street, Rochester, New York, hereinafter referred to as the "Sponsor", hereby declares:

SUBMISSION OF PROPERTY

The land hereinafter described together with the buildings and improvements thereon erected, owned by the Sponsor in fee simple absolute (the "Property"), is hereby submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

DESCRIPTION OF PROPERTY

The Property owned by Sponsor and which comprises the Condominium is described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Perinton, Monroe County, New York, being part of Lot #46, Township 12, Range 4 and more particularly bounded and described as follows: Beginning at a point which is described by commencing at the intersection of the south line of Pittsford-Palmyra Road with the north end of the curve at the east line of Black Watch Trail; thence running S 66° 13' 20" E along the south line of Pittsford-Palmyra Road a distance of 130.04 feet to the place of beginning of the parcel hereby intended to be described; thence (1) running S 66° 13' 20" E along the south line of Pittsford-Palmyra Road a distance of 195.45 feet to an angle point therein; thence (2) running S 80° 16' 59" E along the south line of Pittsford-Palmyra Road a distance of 65.86 feet to an angle point therein; thence (3) running S 66° 13' 20" E along the south line of Pittsford-Palmyra Road a distance of 125.47 feet to a point; thence (4) running S 21° 17' 40" W a distance of 317.38 feet to a point; thence (5) running N 66° 08' 20" W a distance of 400.00 feet to a point; thence (6) running N 23° 51' 40" E a distance of 300.50 feet to the place of beginning, all as shown on a survey made by Dominic J. Parrone & Associates, P.C. dated April 15, 1985.

DESCRIPTION OF THE BUILDINGS

The Buildings to be located on the land consist of two (2) structures; one containing seven (7) attached buildings and one containing five (5) attached buildings. The structures will be of wood frame construction constructed on a concrete block foundation and poured concrete footers and slabs. The total area of the two structures which will be condominium space will be as follows: in the structure with seven (7) buildings - ten thousand (10,000) square feet at ground level facing west and ten thousand (10,000) square feet at ground level facing east; the structure with five (5) buildings will consist of seven thousand five hundred (7,500) square feet at ground level, but will also contain an equal amount of square footage below ground level, which may be used for ancillary purposes and as storage but not for use as a business or professional offices.

NAME OF CONDOMINIUM

The Condominium is to be known as BLACK WATCH OFFICE PARK CONDOMINIUM.

UNITS

Annexed hereto and made part hereof is Schedule "A", which is a list of all Units in the Buildings, their Unit designations, and the areas and percentage of interest of each Unit in the Common Elements, as shown on the Floor Plans of the Buildings, certified by John Adamski & Associates, Inc., and intended to be filed in the Office of the Monroe County Clerk, simultaneously with the recording of the Declaration.

DIMENSIONS OF UNITS

Horizontally, each Unit consists of the area measured from the Unit side of the drywall on the exterior walls of the building to the Unit side of the drywall separating such Unit from other Units. Vertically, each Unit consists of the space from the surface of the floor slab on the lower level to the underside of the ceiling of the ground floor level. All finishes (carpets, tile, paint), all mechanical and electrical equipment and fixtures, all doors and other construction contained within the Unit or exclusively serving that Unit shall be a part of the Unit. Exterior doors and windows shall be a part of the Unit except that the surface of the exterior doors and windows shall be painted and maintained by the Condominium. Air conditioning Units shall be a part of the Unit which they serve. Electrical wiring located within the Unit shall be a part of the Unit as shall wiring between the panel and fixtures or outlets within the Unit (even though that wiring may pass through a "Common Element" wall) and electrical boxes for outlets, switches, and fixtures that are recessed into Common Element walls shall be a part of the Unit that they serve. Piping within the surfaces defining the Unit and exclusively serving the Unit shall be a part of the Unit.

USE OF UNITS

Each Unit shall be used for administrative, banking, professional or executive offices, but no retail sales may be caused to occur in the offices. These uses are those as authorized by the Zoning Ordinance of the Town of Perinton, for the land area in which the Condominium is located. In all other respects, every Unit, together with its individual common interest in

the Common Elements, shall for all purposes be and it is hereby declared to be and to constitute a separate parcel of real property and the Unit Owner thereof shall be entitled to the exclusive ownership and possession of his Unit subject only to the covenants, restrictions, easements, by-laws, rules, regulations, resolutions and decisions contained in this Declaration, the By-Laws and the Rules and Regulations or as may from time to time be adopted in accordance with this Declaration and the By-Laws.

COMMON ELEMENTS

The Common Elements consist of the entire Property, including all parts of the Building other than the Units, and including without limitation, the following:

- A. The land described in Article I of the Declaration.
- B. All Building foundations, columns, girders, beams and supports;
- C. All portions of the exterior walls bounding each Unit which are located between such Unit and either the outside or another Unit; and which separate the Unit from the outside or another Unit;
- D. The entire roof of the Building from the exterior roof surface to the upper surface of the ceiling of the Unit, including the truss system supporting the same;
- E. All yards, gardens, lawns, parking and driveway areas;
- F. All installations for services utilized such as gas, electricity; water, gas and sewage (including all pipes, ducts, wires, cables and conduits used in connection therewith which are not owned by a public utility company, and which are located in the Common Elements or used in common by two or more Unit Owners);

- G. All other parts of the Property and all apparatus and installations existing in the Building and the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

DETERMINATION OF PERCENTAGES IN COMMON ELEMENTS

The percentage of interest of the respective Units in the Common Elements has been determined by the Sponsor as follows:

- (a) for Units in the Easterly structure (E-1 through E-15) on the basis of the proportion that the floor area of each Unit bears to the aggregate floor area of the Units in both structures and one-half the number of square feet of basement space in the Westerly structure (i.e. 31,250 sq. ft.);
- (b) for Units in the Westerly structure (W-1 through W-6) the proportion that the floor area of each Unit plus one-half the square footage of the basement bears to the aggregate floor area of the Units in both structures and one-half the number of square feet of basement space in the westerly structure (i.e. 31,250).

The actual percentage for each Unit is as shown on Schedule "A".

ENCROACHMENTS

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit, or upon any portion of the Common Elements, as a result of the construction of any other Unit or upon any portion of the Common Elements, as a result of the construction of the Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building, or by reason of the repair and/or restoration by the Board of Managers of the Building, any Unit or

any adjoining Common Element, shall be partially or totally destroyed as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

PIPES, DUCTS, CABLES, WIRES, CONDUITS
PUBLIC UTILITY LINES, AND OTHER COMMON ELEMENTS
LOCATED INSIDE THE UNITS

Each Unit Owner shall have an easement in common with the Owners of all other Units, to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units, to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units, and located in such Unit. The Board of Managers shall have a right of access to each Unit for the purpose of reading any utility meters which may be located within the Unit, to inspect the Unit, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein, or elsewhere in the Building. In addition, the Board of Managers shall have a right of access to obtain readings from utility meters located within any Unit.

POWER OF ATTORNEY TO BOARD OF MANAGERS

Each Unit Owner shall grant to the persons who shall, from time to time, constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose Owner desires to surrender, sell, or lease the same, or which may be the

subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto (other than for the election of members of the Board of Managers), or otherwise deal with any such Unit so acquired or to sublease any Unit so leased by the Board of Managers.

ACQUISITION OF UNITS BY BOARD OF MANAGERS

In the event any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers, or its designees on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests") pursuant to the provisions of Section 339-X of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit together with the Appurtenant Interests, pursuant to the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to such Unit, together with the Appurtenant Interests, such Unit shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. A lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests.

PERSON TO RECEIVE SERVICE

The President of the Condominium, and each member of the Board of Managers having a place of business at the Condominium, is hereby designated to receive service of process in any action which may be brought against the Condominium. Pending election of a President of the Condominium, David A. White, Esq., 144 Exchange Boulevard, Suite 306, Rochester, New York 14614, is hereby designated to receive notice of process in any action which may be brought against the Condominium.

UNITS SUBJECT TO DECLARATION, BY-LAWS,
AND RULES AND REGULATIONS

All present and future Owners, Tenants, Occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, and the Rules and Regulations adopted pursuant to the By-Laws, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws, and the Rules and Regulations, as they may be from time to time, are accepted and ratified by such Owner, Tenant or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

RIGHTS AND OBLIGATIONS OF SPONSOR

Notwithstanding any other provisions of the Declaration, for so long as Sponsor remains the owner of any unsold Units, the following provisions shall be deemed to be in full force and effect, provided, however, that

nothing herein shall be deemed to relieve Sponsor, as owner of such unsold Units, of the obligation to pay Common Charges and assessments related to such Units:

1) The Sponsor reserves the unrestricted right to sell, assign, mortgage or lease any Units which it continues to own after the recording of this Declaration.

2) The Sponsor shall designate five (5) persons to serve as members of the Board of Managers for so long as Sponsor remains the owner of fifty (50%) percent or more of the Units, but in any event no longer than two (2) years following transfer of title to the first Unit covered by this Declaration.

3) Sponsor specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Buildings or Units except as specifically set forth herein or in the Offering Plan entitled "Condominium Offering Plan for the Sale of Units in Black Watch Office Park Condominium", and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common charges contained in the Offering Plan are deemed accurate, but no warranty or guarantee is made or intended, nor may one be relied upon as such.

4) Sponsor or its designee shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the representatives of holders of mortgages on Units, to (i) make alterations, additions or improvements in, to and upon unsold Units owned by Sponsor, whether structural or nonstructural, interior or exterior, ordinary or extraordinary; (ii) change the size and/or number of unsold Units owned by Sponsor by subdividing one or more such Units into two or more Units, by combining two or more such Units into one or more Units, altering the boundary walls of such Units, or otherwise; and (iii) reapportion among the unsold Units owned by Sponsor affected by such subdivision, combination, alteration or change their appurtenant interest in the Common Elements, provided, however, that the percentage interest in the Common Elements of any Units no longer owned by Sponsor shall not be changed by reason thereof unless the Owners of all affected Units shall consent thereto.

5) The provisions of this Article may not be amended without the prior written consent of Sponsor or its designee.

ALTERATIONS OR IMPROVEMENTS OF UNITS

No alterations or improvements to the Unit which would alter or affect the Common Elements may be made by any Unit Owner other than the Sponsor without the written consent of the Board of Managers. No application shall be filed with any governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit which alters or affects the Common Elements, unless approved and executed by the Board of Managers without, however, incurring any liability on the part of the Board of Managers, or any of them, to any contractor, subcontractor, materialman, architect or engineer by reason of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom. Consent shall be requested in writing through the Management Agent, if any, or through the President of the Board of Managers, if no Management Agent is employed. The Board of Managers shall have the obligation to answer within thirty (30) days after such request is received and failure to do so within the stipulated time shall constitute a denial by the Board to such change. The Board of Managers may require that the Unit Owner making such improvement, alteration or addition to obtain such insurance coverages and in such amounts, as the Board of Managers deems proper.

ALTERATIONS OF COMMON ELEMENTS

The Board of Managers shall have the right to make or cause to be made such alterations and improvements to the Common Elements as in its opinion may be beneficial and necessary or which is requested in writing by a Unit Owner or Owners and the holders of first mortgages thereon, subject however, to the requirements that, if such alterations or improvement shall cost more than ten percent (10%) of the then current estimated annual budget (including reserves), such alteration or improvement shall be approved by more than fifty percent (50%) in common interest of the Unit Owners, voting at a meeting duly called pursuant to the By-Laws. Alterations or improvements costing less than ten percent (10%) of the Condominium's then current estimated annual budget may be made by the Board of Managers and the cost thereof shall constitute

a part of the common expenses. Before undertaking such work, the Board may require the consent in writing of such Unit Owners and the holders of first mortgages thereon, whose rights, in the sole opinion of the Board, may be prejudiced by such alteration or improvement. When in the sole opinion of the Board, the alteration or improvement is general in character, the costs therefor shall be assessed as Common Expenses.

When in the sole opinion of the Board, the alteration or improvement is exclusively or substantially exclusively for the benefit of one or more Unit Owners that requested it, the cost shall be assessed against such Owner or Owners in such proportion as the Board shall determine is fair and equitable. Nothing herein contained shall prevent the Unit Owners affected by such alteration or improvement from agreeing in writing, either before or after the assessment is made, to be assessed in different proportions.

SPONSOR'S EASEMENT FOR
MARKETING AND COMPLETION PURPOSES

The Sponsor reserves the right with respect to its marketing of Units, to use the Common Elements for the ingress and egress of itself and for prospective purchasers and contract purchasers of Units, including the right of such prospective purchasers and contract purchasers to park in parking spaces. All damages to the Common Elements resulting from this easement shall be repaired by the Sponsor within a reasonable time after the completion of its sale of the Units or termination of such use of the Common Elements, whichever shall first occur. The Sponsor agrees to hold the Condominium harmless from all liabilities resulting from the use of the Common Elements in conjunction with the marketing of Units. This section shall not be amended without the consent of the Sponsor.

The Sponsor reserves the right for the purpose of completing the Units and Common Elements; to have access to the Units and the Common Elements for the ingress and egress of itself and its subcontractors, including the right to park in parking spaces. The Sponsor agrees to hold the Condominium and the Owners and occupants of any Units entered free from all liabilities resulting from such use of the Common Elements or Units, as the case may be, in conjunction with the completion of the Units or Common Elements. This section shall not be amended without the consent of the Sponsor.

RIGHTS AND OBLIGATIONS OF MORTGAGEES

Upon written request from the holder of a first mortgage lien on any Unit, the Board of Managers shall notify such mortgagee in writing of any default by the Owner of such Unit in the performance of any obligations imposed by the Declaration or By-Laws including, but not limited to, the payment of Common Charges. The lien of every first mortgage given by a Unit Owner shall be superior to the lien of the Common Charges, and the holder of a first mortgage lien who acquires a Unit pursuant to the remedies provided in the mortgage, or by foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, shall acquire such Unit free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the time such mortgagee acquired the Unit, but subject to Common Charges assessed against such Unit in accordance with the Declaration and By-Laws from and after the date the mortgagee acquires the Unit.

AMENDMENT TO DECLARATION

This Declaration may be amended by the vote of at least seventy-five percent (75%) and in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the consent of all Unit Owners affected. No such amendment shall be effective until recorded in the Office of the Clerk of the County of Monroe. The holders of mortgages comprising first liens on the Units may, at their election, designate a representative or representatives to act upon and all amendments to this Declaration, and if such representative or representatives are designated and written notice thereof given to the Board of Managers by

registered or certified mail, addressed to the office of the Condominium, then any amendment to this Declaration shall require the approval in writing of said representative or representatives. Anything to the contrary notwithstanding, the Board of Managers shall, at the request of the Sponsor, execute amendments to this Declaration for the purpose of subdividing any unsold Units after the date of the filing of this Declaration. Such amendments shall be executed by the Board of Managers without requiring the consent of any Unit Owner so long as the percentage in interest of all existing sold Units is not affected thereby. Termination of the Condominium, however, shall be by a vote of not less than eighty percent (80%) in Common Interest of all the Unit Owners authorizing withdrawal of the Condominium Property from Article 9-B of the Real Property Law of the State of New York.

INVALIDITY

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

CAPTIONS

The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration, nor the intent of any provision hereof.

GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Sponsor has caused this Declaration to be executed this _____ day of _____, 19__.

BLACK WATCH OFFICE PARK ASSOCIATES, INC.

By: _____
James J. Volpe, President

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this _____ day of _____, 19__, before me personally came JAMES J. VOLPE, who being by me duly sworn, did depose and say: that he resides at 6086 Canadice Hill Road, Springwater, New York; that he is the President of BLACK WATCH OFFICE PARK ASSOCIATES, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed is said 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

SCHEDULE A

BLACK HATCH OFFICE PARK CONDOMINIUM
 Schedule of Purchase Prices and Estimated Utility Costs,
 Common Charges, Real Estate Taxes and Income Tax Deductions

(1) Unit No.	(2) Size (Sq. Ft.)	(3) Percentage of Common Interest	(4) Purchase Price	(5) Utility Costs Mos.	(6) Common Charges Mos.	(7) Real Estate Taxes Mos.	(8)* Annual Est. Tax Deductions (Without Depreciat ¹)
E-1	2,500	0.0800	\$359,000.00	\$101.00	\$193.20	\$308.72	\$7,234.04
E-2	1,000	0.0320	\$139,000.00	\$ 41.00	\$ 77.28	\$122.86	\$2,885.77
E-3	1,000	0.0320	\$139,000.00	\$ 41.00	\$ 77.28	\$122.86	\$2,885.77
E-4	1,000	0.0320	\$139,000.00	\$ 41.00	\$ 77.28	\$122.86	\$2,885.77
E-5	1,500	0.0480	\$189,000.00	\$ 65.75	\$115.92	\$178.16	\$4,318.00
E-6	1,500	0.0480	\$189,000.00	\$ 65.75	\$115.92	\$178.16	\$4,318.00
E-7	1,500	0.0480	\$189,000.00	\$ 65.75	\$115.92	\$178.16	\$4,318.00
E-8	1,158	0.0370	\$189,000.00	\$ 50.40	\$ 89.35	\$140.33	\$3,361.22
E-9	1,342	0.0430	\$169,000.00	\$ 58.33	\$103.85	\$161.54	\$3,884.56
E-10	1,000	0.0320	\$139,000.00	\$ 41.00	\$ 77.28	\$122.86	\$2,885.77
E-11	1,000	0.0320	\$139,000.00	\$ 41.00	\$ 77.28	\$122.86	\$2,885.77
E-12	1,000	0.0320	\$139,000.00	\$ 41.00	\$ 77.28	\$122.86	\$2,885.77
E-13	1,500	0.0480	\$179,000.00	\$ 65.75	\$115.92	\$178.16	\$4,318.00
E-14	1,500	0.0480	\$179,000.00	\$ 65.75	\$115.92	\$178.16	\$4,318.00
E-15	1,500	0.0480	\$189,000.00	\$ 65.75	\$115.92	\$178.16	\$4,318.00
M-1	1,875	0.0600	\$189,000.00	\$ 59.00	\$144.90	\$242.77	\$5,354.14
M-2	2,250	0.0720	\$209,000.00	\$ 68.00	\$173.88	\$295.00	\$6,434.55
M-3	1,500	0.0480	\$149,000.00	\$ 45.00	\$115.92	\$190.22	\$4,208.72
M-4	1,500	0.0480	\$149,000.00	\$ 45.00	\$115.92	\$190.22	\$4,208.72
M-5	2,175	0.0696	\$199,000.00	\$ 65.25	\$118.08	\$282.53	\$6,190.32
M-6	1,950	0.0624	\$191,000.00	\$ 61.50	\$150.70	\$256.33	\$5,622.34

NOTE: All projected charges are for the period December 1, 1986 through November 31, 1987, assuming full occupancy of all units.

*Since the Condominium is zoned for business use, the annual estimated tax deductions include not only the real estate taxes (Column 7), but the common area charges (Column 6) and utility costs (Column 5) which Sponsor believes are reasonable and necessary business expenses within the meaning of the Federal Tax Laws.