

SCHEDULE O
BY-LAWS OF
TOBEY BROOK CONDOMINIUM

ARTICLE I - IDENTITY

A. The Condominium. These are the By-Laws of Tobey Brook Condominium, annexed to the Declaration of Condominium, and recorded in the Monroe County Clerk's Office on _____, 197____, in Liber _____ of Deeds, at Page _____.

B. Government. These By-Laws provide the method by which Tobey Brook Condominium (herein the "Condominium"), a condominium in the Town of Pittsford, Monroe County, New York, organized under the Condominium Act, shall be governed.

C. Office. The office of the Condominium shall be at the unit of the then current President, but in all events, on the premises of the Condominium.

D. Fiscal Year. The fiscal year of the Condominium shall be the calendar year.

ARTICLE II - BOARD OF MANAGERS

A. Membership and Election. The Condominium shall be governed by a Board of Managers consisting of not less than three nor more than forty-two persons. The Board of Managers shall be elected each year as follows: each unit owner may elect one manager either by designating himself or another to act in his behalf. If more than one person or a corporation holds title to a unit, then one person shall be designated in writing as representative for the unit by the respective owners or corporation. The same person may act for two or more unit owners if so designated and shall have one vote for each unit so represented, provided that there shall be at least three managers.

B. Term. The term of each manager's service shall extend for one year or until the next annual meeting of the Board when he or his successor is duly designated, unless otherwise removed in the interim.

C. Removal. Any member of the Board of Managers shall be removed by the remaining members of the Board of Managers prior to the expiration of his term when title to the unit he represents is transferred or where foreclosure proceedings have been commenced against the unit he represents. Any vacancy in the Board of Managers shall be filled in the manner provided for the election of managers, except that if foreclosure proceedings have been brought against a unit, the Board of Managers shall elect the successor.

D. Powers and Duties. The Board of Managers shall exercise all the powers and duties permitted the governing body of the Condominium, including those existing under the Condominium Act. Such powers and duties shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following powers and duties:

1. To make and collect assessments, including special assessments, against unit owners to defray the costs of the Condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To assure the maintenance, repair, replacement and operation of the common elements and other property designated in the Condominium Documents as a common expense.
4. To assure the reconstruction of improvements after casualty and the further improvement of the property.
5. To make and amend regulations respecting the use of the common elements.
6. To exercise on behalf of the remaining unit

owners or others the right of first refusal to purchase or lease units, and to approve or disapprove proposed mortgages, in the manner provided by the Condominium Documents.

7. To enforce by legal means the provisions of the Condominium Documents, its Declaration, By-Laws and Regulations for the use of the property in the Condominium.

8. To purchase insurance for the protection of unit owners and the common elements of the Condominium against casualty and liability as provided in the Declaration.

9. To pay the cost of all snow plowing, electric, water, sewer, and other utility services rendered to the Condominium and not billed to owners' individual unit.

10. To employ personnel for reasonable compensation to perform, or to retain and/or contract for, the services required for proper administration of the purposes of the Condominium.

11. To contract for management of the Condominium and to delegate to such contractor the powers and duties of the Board of Managers except such as are specifically required by the Condominium Documents to have approval of the Board of Managers.

12. To receive, consider, and act upon any application which pertains to the alteration of a unit in accordance with Article V of these By-Laws.

E. Method of Calling Meetings.

1. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by the Board. Notice of regular meetings shall be given to each manager personally or by mail, telephone or telegram at least three days prior to the day named for the meeting unless such notice is waived. The first regular meeting held in each calendar year shall be the annual meeting of the Board.

2. Special meetings of the Board of Managers may be

called by the President and must be called by the Secretary at the written request of any one manager. No less than three days' notice of the meeting shall be given personally, or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the meeting.

3. Any manager may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

F. Quorum. A quorum at the Board of Managers' meeting shall consist of a manager or managers present in person holding at least a simple majority of the eligible votes. The acts of the Board approved by a majority of the managers present in person or by proxy at a meeting at which a quorum is present shall constitute the acts of the Board of Managers except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Managers there be fewer than a quorum present, the managers present shall adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

G. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting if all the members of the Board of Managers consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Managers.

II. Officers. The officers of the Condominium shall be a President, Secretary, and Treasurer. They shall be elected at the annual meeting by the Board of Managers from among the members of the Board and shall hold office for a term of one year or until the next annual meeting. Officers may be peremptorily removed and replaced by vote of the managers at any meeting. Any person may hold two offices except that the

President shall not be the Secretary. The Board of Managers may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Condominium.

1. The President shall be the chief executive officer of the Condominium and shall preside over the meeting of the Board of Managers and of the unit owners. He shall have all the powers and duties which are usually vested in the office of the president, including but not limited to the power to appoint committees from among the managers, unit owners and residents of the Condominium from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Condominium.

2. The Secretary shall keep the minutes of all proceedings of the Board of Managers and of unit owners. He shall attend to the giving and serving of all notices to the managers and other notices required by law. He shall have custody of the seal of the Condominium and affix the same to an instrument requiring a seal when duly signed. He shall keep the records of the Condominium, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary, and as may be required by the managers of the President. In the absence or disability of the President, he shall exercise the powers and perform the duties of the President.

3. The Treasurer shall have custody of all property of the Condominium, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of accounts of the Condominium in accordance with good accounting practices; and he shall perform all other duties of the office of treasurer.

4. The compensation, if any, of all officers and employees of the Condominium shall be fixed by the Board of managers; however, a member of the Board of Managers shall not

be entitled to compensation for his services as such, but he may be reimbursed for any out-of-pocket expenses incurred in behalf of the Condominium. This provision shall not preclude the Board of Managers from employing a manager as an officer or employee of the Condominium or preclude the contracting with a manager for the management of the Condominium other than his capacity as a member of the Board of Managers.

ARTICLE III - FISCAL MANAGEMENT

The provisions for fiscal management of the Condominium as set forth in the Declaration of Condominium shall be supplemented by the provisions which follow.

A. Assessment Roll. The assessment roll shall be maintained in a set of books of account in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

B. Budget. The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and any supplement to the budget to every unit owner and mortgagee. They shall determine the total amount required, including betterments, maintenance of the common elements and other operating expenses as well as charges to cover any deficits from prior years. The total requirements shall be assessed as a single sum against all units and pro-rated equally against each of said units. Said assessments shall be payable on the first day of the month following their adoption by the Board of Managers. Special assessments, should such be required, shall be levied and paid in the same

manner as hereinabove provided for regular assessments. The unit owner agrees to pay promptly when due the monthly and all special assessments assessed against his own unit. Any unit owner who fails to pay any assessment imposed by the Condominium shall be liable for any expenses incurred by the Condominium in collecting said assessment including interest at the maximum legal rate and reasonable attorneys fees. The Board may take action to collect any common charges due from any unit owner which remain unpaid 30 days from its due date by way of foreclosure of the lien on such unit in accordance with Section 339- d et seq. of the Real Property Law or otherwise. Nevertheless, a suit to recover a money judgment for unpaid common charges is maintainable against the defaulting unit owner without foreclosing or waiving the lien securing the same, and foreclosure is maintainable notwithstanding the pendency of a suit to recover a money judgment under Section 339-d, et seq. of the Real Property Law.

Copies of the proposed budget and proposed assessments shall be transmitted to each unit owner on or before December 1 of the year preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each unit owner concerned.

C. Depository. The depository of the Condominium shall be such bank or banks as shall be designated from time to time by the Board of Managers and in which the monies of the Condominium shall be deposited. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Managers.

D. Audit. An audit of the accounts of the Condominium including a summarization of receipts and expenditures, shall be made annually at the end of each fiscal year by a certified public accountant, selected by the Board of Managers, and a

copy of the report, including the summarization of receipts and expenditures for the year, shall be furnished to each unit owner and to each of the other members of the Board of Managers.

E. Fidelity Bonds. Fidelity bonds shall be required by the Board of Managers for all officers and employees of the Condominium and from any contractor handling or responsible for Condominium funds. The amount of such bonds shall be determined by the Board of Managers, but shall be at least the amount of the total annual assessments against unit owners for common expenses. The premium on such bonds shall be a common expense and be paid by the Board of Managers.

ARTICLE IV - MEETINGS AND POWERS OF UNIT OWNERS

A. Meetings. Meetings of the unit owners shall be held from time to time when called by the Board of Managers, or by the president, or by the owners of any two units. All meetings shall be held at the principal office of the Condominium or at such other place in the Town of Pittsford, Monroe County, New York, as may be fixed by the President and at a time fixed by the President.

B. Notice of Meeting. The Secretary shall give not less than seven days' notice of any meeting of unit owners personally, or by mail, or telegram, which notice shall state the time, place, and purpose of the meeting. Any unit owner may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

C. Quorum. A quorum at unit owners' meetings shall consist of the owners of a single majority of the eligible units present in person. The acts of the unit owners must be approved by vote of a simple majority of the eligible units except as specifically otherwise provided in these By-Laws, the Declaration of Condominium, or the Condominium Act.

ARTICLE V - ARCHITECTURAL CONTROL

No building, fence, wall, mail box, or other structure shall be commenced, erected, or maintained upon the condominium, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Managers of the Association. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI- LIABILITY OF BOARD OF MANAGERS

In order to limit the liability of the unit owners, any contract agreement, or commitment made by the Board of Managers shall state that it is made by the Board of Managers as agent for the unit owners as a group only and that no member of the Board of Managers nor individual unit owner shall be liable for such contract, agreement, or commitment, except that every unit owner shall be liable to the extent that his proportionate interest in the common elements bears to the total liability under such commitment. The Board of Managers shall have no liability to the unit owners in the management of the Condominiums except for willful misconduct or bad faith and the unit owners shall severally indemnify all members of the Board of Managers in accordance with their duties as such members except for acts of willful misconduct or acts made in bad faith. Such several liability of the unit owners shall, however, be limited to the extent that his proportionate interest in the common elements bears to the total liability of the members of the Board of Managers.

ARTICLE VII - HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the units and the conduct of all residents thereof.

1. The sidewalks, entrances, and driveways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

2. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by any unit owner on any part of the outside or windows of the unit or buildings without prior written consent of the Board of Managers.

3. No awnings or other projections shall be attached to the outside walls of the buildings without prior written consent of the Board of Managers.

4. No baby carriages, velocipedes, or bicycles shall be allowed to stand on the sidewalks, entrances, driveways, or other common elements of the Condominium. No automobiles or trucks shall be parked on the driveways except in marked parking spaces or temporarily when making deliveries to units immediately adjacent thereto.

5. No unit owner shall allow anything whatever to fall from the windows or doors of the premises, nor sweep or throw from the premises any dirt or other substances into any of the common areas or upon the grounds.

6. No garbage cans, supplies, milk bottles, or other articles shall be placed on the common elements, nor shall anything be hung from the windows, or placed on the window sills, or so hung or placed in such manner that they are visible. Neither shall any linens, cloths, clothing, curtains rugs or mops be shaken or hung from any windows or doors.

7. No unit owner shall make or permit any disturbing

noises in the Condominium by himself, his family, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other unit owners. No unit owner shall play upon, or permit to be played upon, any musical instrument or operate or permit to be operated a tape recorder, phonograph, hi-fi set, stereo, fm set, radio, or other type of equipment for producing sound in the unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the buildings. No unit owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time if the same shall disturb or annoy other occupants of the buildings. Owners of units shall not use or permit the use of the premises in any manner which would be disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium.

8. No installation of a radio or television antenna or other antenna shall be made without the written consent of the Board of Managers. Any antenna erected on the roof or exterior walls of the building without consent of the Board of Managers, in writing, is liable to removal without notice.

9. No unit owner shall keep or maintain any animals or birds except a single animal or bird commonly known as a household pet, unless prior written consent is obtained from the Board of Managers.

10. No unit owner shall allow any pet to run free on the common elements. Pets on the common elements shall be on leash and accompanied by an adult. Owner shall be responsible for picking up after pets.

11. No garbage, trash, or cuttings shall be placed, stored or collected in any area other than that designated for such purpose and shall not be allowed to accumulate.

12. No change of exterior line, color or grade without written permission of the Board of Managers is permitted.

13. No boats, trailers, housecars, motorcycles, bicycles, or motor vehicles of any kind shall be parked on the premises except in the unit garages, except that automobiles of visitors may be parked in the area so designated.

14. All units shall be used for single family residence purposes only.

15. Garage doors shall be kept closed unless entry or exit is being made from the garage.

16. No change in landscaping without the written permission of the Board of Managers is permitted.

17. No change in the style, size, color, lettering, or location of the mailbox or mail receptacle without the written permission of the Board of Managers is permitted.

18. All clothes lines, clothes poles and/or drying yards shall be located so as to not be visible from the street serving the Condominium. The exact location of any such clotheslines, clothes poles, and/or drying yards shall be determined by the Board of Managers.

ARTICLE VIII - AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner.

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment must receive the approval of at least three managers. Managers not present at the meeting considering the amendment may express their approval in writing prior to, or within one week following the meeting.

C. Amendments may also be adopted at any meeting of unit owners by vote of at least seventy-five percent (75%) of the eligible unit owners.

D. The effective date of an amendment when adopted shall be the date of recording in the Office of the County Clerk of Monroe County, New York.

E. These By-Laws shall be amended, if necessary, so as to be consistent with the provisions of the Declaration of Condominium.

SCHEDULE P

MANAGEMENT CONTRACT

This contract made this day of , 1978,
between

the Board of Managers of a Condominium to be formed pursuant to Article 9-B of the Real Property Law of the State of New York, and known as Tobey Brook Condominium (hereinafter referred to as the "Condominium") and

JOHN H. RYAN, BROKER, of 26 State Street, Pittsford, New York (hereinafter referred to as the "Management Agent").

WITNESSETH:

The parties hereto mutually agree as follows:

FIRST: This Management Contract shall commence immediately upon the happening of both of the following events:
(a) the Condominium shall become organized pursuant to the Real Property Law of the State of New York by the recording of a Declaration and all other documents necessary pursuant to Article 9-B of the Real Property Law of the State of New York; and (b) title to the first Unit located in the Condominium shall pass to the Unit Owner.

SECOND: The Condominium hereby appoints the Management Agent, and the Management Agent hereby accepts appointment as such upon the terms and conditions hereinafter provided, as exclusive managing agent of the common elements of the Condominium property located on Tobey Road, Pittsford, New York.

THIRD: The Management Agent shall perform the following services:

SCHEDULE P
MANAGEMENT CONTRACT

This contract made this day of , 1978,
between

the Board of Managers of a Condominium to be formed pursuant to Article 9-B of the Real Property Law of the State of New York, and known as Tobey Brook Condominium (hereinafter referred to as the "Condominium") and

JOHN H. RYAN, BROKER, of 26 State Street, Pittsford, New York (hereinafter referred to as the "Management Agent").

WITNESSETH:

The parties hereto mutually agree as follows:

FIRST: This Management Contract shall commence immediately upon the happening of both of the following events:
(a) the Condominium shall become organized pursuant to the Real Property Law of the State of New York by the recording of a Declaration and all other documents necessary pursuant to Article 9-B of the Real Property Law of the State of New York; and (b) title to the first Unit located in the Condominium shall pass to the Unit Owner.

SECOND: The Condominium hereby appoints the Management Agent, and the Management Agent hereby accepts appointment as such upon the terms and conditions hereinafter provided, as exclusive managing agent of the common elements of the Condominium property located on Tobey Road, Pittsford, New York.

THIRD: The Management Agent shall perform the following services:

monthly installments, commencing with the closing of title to the first Unit and continuing for a period of three years. The Board of Managers shall have the option to terminate this Agreement at the end of two years.

SEVENTH: The Management Agent shall have full authority to enter into all contracts on behalf of the Board of Managers necessary to carry out the affairs of the Condominium. However, in the event any contract shall obligate the Condominium for an expenditure in excess of \$2,000.00, which is not contemplated within the existing budget of the Condominium, such contract will not be entered into without the written approval of the Board of Managers.

EIGHTH: This Contract is made by the Board of Managers of the Condominium as agent for the Unit Owners of the Condominium as a group only and no member of the Board of Managers nor individual Unit Owner shall be liable for the performance of this Contract except to the extent that such Unit Owner's proportionate interest in the common elements relates to all Unit Owners' interest in the common elements.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

TOBEY BROOK CONDOMINIUM

By _____
a Member of the Board of Managers

By _____
a Member of the Board of Managers

By _____
a Member of the Board of Managers

JOHN H. RYAN, BROKER

By _____
John H. Ryan

SCHEDULE Q
OPINIONS OF COUNSEL

HAMILTON C. GRISWOLD
1001-10751

DOMENIC L. STREPPA
ARNOLD H. OSGOOD
E. GARRETT CLEARY
ALAN R. PERSONS
LAWRENCE W. GAENZLE
ALFRED L. STREPPA

THOMAS D. KENNEDY

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716-546-8270

RUSSELL C. MARRON, JR.
COUNSEL
NORMAN R. COONS
OF COUNSEL

June 1, 1978

Ryan Homes, Inc.
26 State Street
Pittsford, NY 14534

Re: Tobey Brook Condominium
Income Tax Opinion

Gentlemen:

We have reviewed the Federal and New York State income tax law and regulations and such documents pertaining to Tobey Brook Condominium as we deem necessary for the purpose of this opinion.

It is our opinion that each unit owner in Tobey Brook Condominium will be entitled under present law to deduct for Federal and New York State income tax purposes the interest on his mortgage indebtedness and the real property taxes assessed on his interest in the property which he pays each year, provided he itemizes his deductions in filing his income tax returns. (See Revenue Ruling 64-31.)

In addition, some unit owners may be entitled to veterans exemptions upon the filing of the required applications therefor.

Internal Revenue Code Section 528, added by the Tax Reform Act of 1976, provides that a condominium management association may be treated generally as a tax exempt organization provided that an election is made and certain tests are met as to its function, income and expenditures. If the Board of Managers complies with the foregoing requirements, it is our opinion that neither the condominium nor any of the unit owners will be taxed on any "exempt function income" such as membership dues, fees or assessments which are received for the purpose of management, maintenance and care of the condominium property.

However, income received by the Board of Managers from a sale or leasing of units owned by the Board of Managers on behalf of all unit owners (or from similar non-exempt sources) will either (1) be includable by the individual unit owner as taxable income for Federal and New York State income tax purposes; or (2) the condominium itself may be taxed on such items, thereby

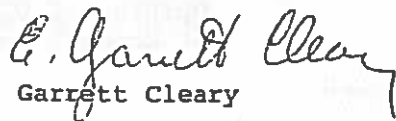
Ryan Homes, Inc.
Page 2
June 1, 1978

possibly requiring additional assessments from unit owners.

The foregoing constitutes the formal judgment of the undersigned but is not a warranty or representation that either the United States Treasury Department or the New York State Department of Taxation and Finance will allow the aforementioned deductions for real estate taxes and/or mortgage interest to unit owners.

Yours truly,

STREPPA, OSGOOD, CLEARY,
PERSONS & GAENZLE


E. Garrett Cleary

EGC:klb

HAMILTON C. GRISWOLD
(1881-1975)

DOMENIC L. STREPPA
ARNOLD H. OSGOOD
E. GARRETT CLEARY
ALAN R. PERSONS
LAWRENCE W. GAENZLE
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RUSSELL C. MARRON, JR.
COUNSEL
NORMAN R. COONS
OF COUNSEL

June 1, 1978

Ryan Homes, Inc.
26 State Street
Pittsford, NY 14534

Re: Tobey Brook Condominium
Opinion Re Validity
of Condominium

Gentlemen:

The undersigned have reviewed the Declaration of Condominium for Tobey Brook Condominium and its By-Laws, the Zoning Ordinance of the Town of Pittsford, the Real Property Law of the State of New York and such other matters as we deem necessary for the purpose of this opinion.

It is our opinion that Tobey Brook Condominium, its Declaration and By-Laws comply in all respects with any applicable rule against perpetuities and/or laws regarding restrictions on alienation as well as with all applicable zoning regulations.

It is also our opinion that the Declaration and By-Laws for Tobey Brook Condominium are legal and valid and when recorded in accordance with the New York Real Property Law, Tobey Brook Condominium will be validly created.

It is also our opinion that none of the exceptions to the title that each purchaser of a condominium unit will receive are of a serious nature or should discourage a willing purchaser from purchasing any unit, or would affect the saleability of any unit.

Yours truly,

STREPPA, OSGOOD, CLEARY,
PERSONS & GAENZLE


E. Garrett Cleary

EGC:k1b

SCHEDULE R

PLANNED UNIT DEVELOPMENT

Planned Unit Development is a relatively new concept in zoning, usually with respect to residential development. The concept is sometimes also referred to as "cluster" or "green belt" zoning.

The concept represents a more flexible approach to the creation of residential communities than the traditional treatment of zoning districts on an individual lot basis, in that this zoning technique enables the development of entire tracts of land containing many lots. This approach envisions a planned development, free from many of the normal restrictions, which encompasses within an area, on a rational basis, elements of more than one of a traditionally defined zones, by allowing, for example, both single residential units and multiple dwelling groupings in such a fashion as to allow for meeting, by quantity and design, and space provisions, stated or assumed standards relevant to the size of the relatively dense population the development is intended to accommodate.

The more traditional zoning approach in most suburban communities has been carried out by considering each lot as an individual unit. While this traditional approach to land-use planning was adequate in simpler communities, it has not been capable of accommodating the whole complex of land uses and cannot be tailored to the specific needs of a community without the creation of an unwieldy number in variety of districts. It has not encouraged creativity in architecture and planning, since a focus being on lot-by-lot development, the residential developer is offered nothing more than a "cookie cutter" with which to create a community. One result, it has been observed, is the widely decried monotony of most urban developments and its lack of adequate open spaces for livability and recreation.

Accordingly, a variety of zoning techniques have been adopted which individualize the regulation of land use and permit greater flexibility of regulation than is practical under orthodox zoning ordinances. (See Volume 43 of American Law Reports 3rd, Page 88, etc.)

Article XVII of the Town Zoning Ordinance of the Town of Pittsford contains the planned unit development authorization.

