

B Y - L A W S
of
LONG POND HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Purpose and Office

1.1 Purpose

LONG POND HOMEOWNERS ASSOCIATION, INC. has been formed for the purpose of owning, operating and maintaining, preserving and exercising architectural control of the Lots and Common Areas and Facilities of the Northampton Townhomes Subdivision exclusively for the benefit of its members.

1.2 Office

The principal office of the Association shall be located in the Town of Greece, Monroe County, New York.

ARTICLE II
Definitions

2.1 "Association" shall refer to the LONG POND HOMEOWNERS ASSOCIATION, INC. and its successors and assigns.

2.2 "Properties" shall refer to the real property described in the Declaration of Covenants, Restrictions, Easements and Liens ("Declaration"), and after any annexation, such additional lands as

may be annexed thereto in the manner prescribed in the Declaration.

2.3 "Common Areas and Facilities" shall refer to all real property, easements and facilities owned or maintained by the Association for the common use and enjoyment of the Owners.

2.4 "Lot" shall refer to any plot of land shown upon any recorded and filed plat map or subdivision or resubdivision map or all or a portion of the Properties.

2.5 "Owner" shall refer to the record owner, whether one or more persons or entities, of the title to any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of any obligation.

2.6 "Declarant" shall refer to MEGHAN ENTERPRISES, LTD., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE III

Members and Meetings

3.1 Membership

The Association shall have as voting members, only Owners of Lots. All Owners, upon becoming such, shall be deemed automatically to have become members of the Association and there shall be no other

qualification for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

3.2 Assessments

As more fully provided for in the Declaration, each member is obliged to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent; if the assessment is not paid within fifteen (15) days of the due date, it shall bear a late charge of Five Dollars (\$5.00); if the assessment is not paid within thirty (30) days after due date, the assessment shall also bear interest from the date of delinquency at the rate of 1.5% per month and the Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose its lien against the property, or both; and late charges, interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise relieve himself from liability for the assessments provided for

him by non-use of the Common Facilities or abandonment of his Lot or by renunciation of membership in the Association.

3.3 Annual Meetings

The annual meeting of the members of the Association shall be held at the principal office of the Association on the first Friday in December of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding Monday if not a legal holiday, or on such other date as the Board of Directors shall, from time to time, determine, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

3.4 Notice of Annual Meetings

Notice of the time, place and purpose of the annual meeting shall be served, either personally or by mail, not less than ten, nor more than forty days before the meeting upon each member who appears upon the books of the Association as a member and, if mailed, such notice shall be directed to the member at his address as it appears on the books of the Association, unless he shall have filed with the Secretary of the Association a written request that notice intended for him be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

3.5 Special Meetings

Special meetings of the members, other than those regulated by statute, may be called at any time by the President or by two directors and must be called by the President on receipt of the written request of one-third (1/3) of the members of the Association.

3.6 Notice of Special Meetings

Notice of a special meeting stating the time, place and purpose or purposes thereof shall be served personally or by mail upon each member not less than five nor more than forty days before such meeting, and if mailed, such notices shall be directed to each member at his address as it appears on the books or records of the Association, unless he shall have filed with the Secretary of the Association a written request that notices intended for him shall be mailed to some other address, in which case it shall be mailed to the address designated in such request.

3.7 Place of Meetings

All meetings shall be held at a place designated by the Board of Directors of the Association, within the County of Monroe and State of New York.

3.8 Quorum and Votes Required

At any meeting of members of the Association the presence of members holding one-third (1/3) of the votes of all members, in person or by proxy, shall be necessary and sufficient to constitute a quorum for all purposes except as otherwise provided by law, and the vote of a majority of the votes cast by members present at any meeting at which there is a quorum shall be the act of the full membership except as may be otherwise specifically provided by statute, the Declaration, or by these By-Laws.

3.9 Voting

(a) At every meeting of members, each member shall be entitled to vote in person or by proxy. Each of the Members shall be entitled to one vote. The vote for directors and, upon the demand of any member, the vote upon any question before the meeting, shall be by secret written ballot. All elections shall be held and all questions decided by a majority of the votes cast by the members present in person or by proxy.

(b) When any Lot is owned by more than one person or entity, as tenants by the entirety, or in joint tenancy, or tenancy in common, or any other manner of joint or common ownership or interest, such persons or entities, as Owners of a single Lot shall collectively

constitute a member of the Association and be entitled to cast one vote as such. If such persons or entities cannot jointly agree as to how such vote should be cast, no vote shall be allowed with respect to such member.

(c) The Association's Board of Directors may make such regulations as it deems advisable for any meeting of members in regard to proof of membership in the Association, evidence of right to vote, registration of members for voting purposes, and such other matters concerning the conduct of the meetings and voting as it shall deem fit.

(d) The Board of Directors may issue rules specifying the method by which the Secretary shall be apprised of the names and addresses of all current Owners entitled to vote at any meeting of the membership.

(e) A member may vote as such either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from its date, unless otherwise provided in the proxy. Every proxy shall be in writing, subscribed by the member or his duly authorized attorney-in-fact and dated, but need not be sealed, witnessed or acknowledged.

(f) At each meeting of members, a full, true and complete list in alphabetical order of all members entitled to vote in such meeting, shall be furnished by the Secretary.

(g) In no event, after three years from the date of recording the Declaration, may Declarant or its successors or assigns elect a majority of the Board of Directors of the Association; nevertheless, so long as Declarant, its successors or assigns, shall own twelve or more Lots, within the period of ten years from the date of recording the Declaration, then and in such event, it shall have the right to designate one member of the Board of Directors.

3.10 Waiver of Notice

Whenever, under the provision of any law or under the provisions of the Certificate of Incorporation or By-Laws of this Association, the Association or the Board of Directors or any committee thereof is authorized to take any action after notice to the members of the Association or after the lapse of a prescribed period of time, such action may be taken without notice and without the lapse of any period of time, if at any time before or after such action be completed, such requirements be waived in writing by the person or persons entitled to such notice or entitled to participate in the action to be taken or by his attorney so authorized.

3.11 Inspectors of Election

If required by any member, the President shall, at the Annual Meeting appoint two persons who need not be members to serve as inspectors of election.

3.12 Removal of Directors or Officers

Any director or officer may be removed from office by the majority of the votes cast by the members present either in person or by proxy, at any regular or special meeting called for that purpose, for conduct detrimental to the interests of the Association, or for refusal to render reasonable assistance in carrying out its purposes. Any such officer or director proposed to be removed shall be entitled to at least five days notice in writing by mail of the meeting at which such removal is to be voted upon and shall be entitled to appear before and be heard at such meeting.

3.13 Compensation and Expenses

Members shall not receive any compensation for services rendered to the Association. The Board of Directors shall have the power, in its discretion, to contract for and to pay to members rendering unusual or special services to the Association, special compensation appropriate to the value of such services.

ARTICLE IV

Directors

4.1 Election

The business and property of the Association shall be managed and controlled by the Board of Directors, who shall be elected annually by the members to hold office for three years or until the election of their respective successors, except as hereinafter otherwise provided as to the election of directors to succeed the three Declarant-appointed directors, and as to filling vacancies. The directors need not be members of the Association and shall be chosen by written ballot at the annual meeting by a majority of the votes of the members, voting either in person or by proxy. Provided, however, in years when there shall be more than one vacancy on the Board of Directors to be filled at the annual meeting, if there shall be more nominees than vacancies to be filled, the President may hold a single ballot and declare the vacancies filled by the respective nominees receiving the greatest number of votes so that one or more directors may be elected by a plurality of votes in lieu of a majority. At the first annual meeting two directors will be elected, each for a term of three years; at the second annual meeting no directors will be elected unless the Declarant-appointed directors' terms have expired, but if so, then three directors will be elected, two for a term of

three years and one for a term of two years; at the third annual meeting, if no directors were elected at the second annual meeting, three directors will be elected, two for a term of three years and one for a term of two years.

4.2 Resignation

Any director may resign at any time by giving written notice of such resignation to the Board of Directors.

4.3 Vacancies

Any vacancy in the Board of Directors occurring during the year, may be filled for the unexpired portion of the term by the directors then serving, although less than a quorum, by affirmative vote of the majority thereof. Any director so elected by the Board of Directors shall hold office until the next succeeding annual meeting of the members of the Association or until the election of his successor. /

4.4 Organizational Meeting

Immediately after each annual election the newly elected directors shall hold a meeting for the purpose of organization, the election of officers, and the transaction of other business, and if a quorum of the Directors be then present, no prior notice of such meeting shall be required to be given. The place and time of such first meeting may, however, be fixed by written consent of all the Directors.

4.5 **Special Meetings**

Special meetings of the Board of Directors may be called by the President and must be called by the President on the written request of any member of the Board.

4.6 **Notice of Meetings**

Notice of all Directors' Meetings, except as herein otherwise provided, shall be given by mailing the same at least three days or by telegraphing the same at least one day before the meeting to the usual business or residence address of the Director, but such notice may be waived by any Director. Regular Meeting of the Board of Directors may be held without notice at such time and place as shall be determined by the Board. Any business may be transacted at any director's meeting. At any meeting at which every director shall be present, even though without notice or waiver thereof; any business may be transacted.

4.7 **Chairman**

At all meetings of the Board of Directors, the President, or in his absence, a chairman chosen by the Directors present, shall preside.

4.8 **Quorum**

At all meetings of the Board of Directors, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by these By-Laws.

4.9 **Contracts and Services**

The Directors and Officers of the Association may be interested directly or indirectly in any contract relating to or incidental to the operations conducted by the Association, and may freely make contracts, enter transactions, or otherwise act for and on behalf of the Association, notwithstanding that they may also be acting as individuals, or as directors of corporations, or as agents for other persons or business concerns, or may be interested in the same matters as stockholders, directors, or otherwise; provided, however, that any contract, transaction, or act on behalf of the Association in a matter in which the directors or officers are personally interested as stockholders, directors, or otherwise shall be at arm's length and not violative of the proscriptions in the Certificate of Incorporation against the Association's use or application of its funds for private benefit. In no event, however, shall any person or other entity

dealing with the directors or officers be obligated to inquire into the authority of the directors and officers to enter into and consummate any contract, transaction, or other action.

4.10 Compensation

Directors shall not receive any compensation for their services as such. The Board of Directors shall have power, in its discretion, to contract for and to pay to directors rendering unusual or exceptional services to the Association special compensation appropriate to the value of such services.

4.11 Powers

All the Association powers, except such as are otherwise provided for in these By-Laws, and in the laws of the State of New York, shall be and are hereby vested in and shall be exercised by the Board of Directors. Such powers shall include, but shall not be limited to, the following:

(a) To adopt and publish rules and regulations governing the use of the Properties and Common Facilities, the personal conduct of the members and their guests, and to establish penalties for the infraction thereof.

(b) To authorize the officers to enter into management agreements with third parties in order to facilitate the efficient operation of the Properties. It shall be the primary purpose of such management agreements to provide for the administration,

management, repair and maintenance of the Properties, all improvements included therein and designated as Common Areas or Common Facilities, the roofs and exteriors of the Townhouses, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of these management agreements shall be determined by the Board to be in the best interests of the Association and shall be subject in all respects to the Certificate of Incorporation, these By-Laws, and the Declaration.

4.12 Duties

The Board of Directors shall present at the annual meeting of members and file with the Minutes thereof, a report, verified by the President and Treasurer, or by a majority of the directors, showing (a) the whole amount of real and personal property maintained by the Association, where located, and where and how invested; (b) the amount and nature of the property acquired during the year immediately preceding the date of the report and the manner of the acquisition; (c) the amount applied, appropriated or expended during the year immediately preceding such date and the purposes, objects, or persons to or for which such applications, appropriations, or expenditures have been made; and (d) the names and places of residence of the persons who have been admitted to membership during the year. It shall be the duty of the Board of Directors to:

(A) As more fully provided in the Declaration:

(1) Fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty days in advance of each assessment period; and

(3) Foreclose any lien against any property for which assessments are not paid within thirty days after due date or to bring an action at law against the Owner personally obligated to pay assessments.

(B) Issue or cause to be issued upon demand of 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 such certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment.

(C) To procure and maintain adequate liability insurance, to procure adequate hazard insurance on property owned or maintained by the Association, and to procure insurance on all Townhouses within the Association, as Trustee for all members, being shown as one of the payees of the proceeds of the insurance, all as the Directors deem advisable.

(D) To cause all officers or employees having fiscal responsibility to be bonded, if and as it may deem appropriate.

(E) To cause the Common Areas and Facilities to be maintained.

(F) To cause the roofs and exteriors of the dwellings to be maintained.

ARTICLE V

Officers

5.1 Number

The officers of the Association shall be the President, Secretary, Treasurer, and such other officers with such powers and duties not inconsistent with these By-Laws, as may be appointed and determined by the Board of Directors. Any two offices, except those of President and Secretary, may be held by the same person.

5.2 Election, Term of Office and Qualifications

The President shall be elected annually by the Board of Directors from among their number, and the other officers shall be elected annually by the Board of Directors from among such persons as the Board of Directors may see fit, at the first meeting of the Board of Directors after the annual meeting of the members of the Association.

5.3 Vacancies

In case any office of the Association becomes vacant by death, resignation, retirement, disqualification, or any other cause, the majority of the directors then in office, although less than a quorum, may elect an officer to fill such vacancy, and the officer so elected shall hold office and serve until the first meeting of the Board of Directors after the annual meeting of members next succeeding and until the election of his successor*

5.4 President

The President shall preside at all meetings of members and the Board of Directors. He shall have and exercise general charge and supervision of the affairs of the Association and shall do and perform such other duties as may be assigned to him by the Board of Directors.

5.5 Secretary

The Secretary shall have charge of such books, documents, and papers as the Board of Directors may determine and shall have custody of the corporate seal. He shall attend and keep the minutes of all the meetings of the Board of Directors and members of the Association. He shall keep a record, containing the names, alphabetically arranged, of all persons who are members of the Association, showing their places of residence, and such book shall be open for inspection as

prescribed by law. He may sign with the President, in the name and on behalf of the Association, any contract or agreements authorized by the Board of Directors, and when so authorized or ordered by the Board of Directors, he may affix the seal of the Association. He shall, in general, perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may be assigned to him by the Board of Directors.

5.6 Treasurer

The Treasurer shall have the custody of all funds, property, and securities of the Association, subject to such regulations as may be imposed by the Board of Directors. He may be required to give bond for the faithful performance of his duties, in such sum and with such sureties as the Board of Directors may require. When necessary or proper, he may endorse on behalf of the Association for collection checks, notes, and other obligations, and shall deposit the same to the credit of the Association at such bank or banks or depository as the Board may designate. He shall sign all receipts and vouchers and, together with such officer or officers, if any, as shall be designated by the Board of Directors, he shall sign all checks of the Association and all bills of exchange and promissory notes issued by the Association except in cases where the signing and execution thereof

shall be expressly designated by the Board of Directors or by these By-Laws to some other office or agent of the Association. He shall make such payments as may be necessary or proper to be made on behalf of the Association. He shall enter regularly on the books of the Association to be kept by him for that purpose, full and accurate account of all monies and obligations received and paid or incurred by him for or on account of the Association, and shall exhibit such books at all reasonable times to any director or member on application at the offices of the Association. He shall, in general, perform all the duties incident to the office of Treasurer, subject to the control of the Board of Directors.

5.7 Compensation and Expenses

Officers shall not receive any compensation for their services as such. The Board of Directors shall have power, in its discretion, to contract for and to pay to an officer rendering unusual or exceptional services to the Association special compensation appropriate to the value of such services. The fact that any officer is a member of the Association or a director, or a member of an advisory committee, shall not preclude him from receiving a salary or from voting on the resolution providing for the same.

5.8 Removal

Any officer may be removed from office by the majority vote of all the directors at any regular or special meeting called for that purpose, for nonfeasance, malfeasance, or misfeasance, for conduct detrimental to the interests of the Association, or for refusal to render reasonable assistance in carrying out its purposes. Any officer proposed to be removed shall be entitled to at least five (5) days notice in writing by mail of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

ARTICLE VI

Advisory Committee

The Board of Directors may appoint from their number, or from among such persons as the Board may see fit, one or more advisory committees, and at any time may appoint additional members thereto. The members of any such committee shall serve during the pleasure of the Board of Directors. Such advisory committees shall advise with and aid the officers of the Association in all matters designated by the Board of Directors. Each such committee may, subject to the approval of the Board of Directors, prescribe rules and regulations

for the call and conduct of meetings of the committee and other matters relating to its procedure.

The members of any advisory committee shall not receive any stated salary for their services as such. The Board of Directors shall have power in its discretion to contract for and to pay to any member of any advisory committee, rendering unusual or exceptional services to the Association, special compensation appropriate to the value of such services.

ARTICLE VII

Fiscal Year

The fiscal year of the Association shall commence on October 1st of each year and end on September 30th of the following year.

ARTICLE VIII

Prohibition Against Sharing in Corporate Earnings

No member, director, officer, or employee of, or person connected with the Association, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Association; provided that this shall not prevent the payment to any such person such reasonable compensation for services rendered to or for the Association in effecting any of its

purposes or as shall be entitled to share in the distribution of any of the Association assets upon the dissolution of the Association.

ARTICLE IX

Indemnification

To the extent permitted by law, the Association shall indemnify and defend any person made a party to any proceeding by reason of the fact that he is, or was, a director or officer of the Association against any loss and expense incurred by him by reason of such proceeding, including the settlement thereof, except in relation to matters which such person is adjudicated to be liable for gross misconduct in the performance of his duties.

ARTICLE X

Amendment

Subject to the restrictions contained herein, the By-Laws may be altered, amended or repealed at any meeting of members of the Association by any affirmative vote of two-thirds of all votes cast by the members, represented either in person or by proxy at such meeting, provided that (i) a full statement of the proposed amendment is inserted in the notice of such meeting, and (ii) said amendment shall be set forth in a duly recorded amendment to the Declaration, except that paragraph 3.9(g) of these By-Laws may not be amended, within the period of ten (10) years from the date of recording the Declaration, without the express written consent of Declarant, its successors or assigns. However, no amendment will affect or impair the validity or priority of a Lot Owner's interest or the interest of holders of a mortgage encumbering any Lot.

ARTICLE XI

Dissolution

Subject to the restrictions contained herein, the Association may be dissolved by action of the members at any meeting of members of the Association by affirmative vote of two-thirds (2/3) of all votes cast by the members, represented either in person or by proxy, provided that the proposed action is inserted in the notice of such meeting, except that no action to dissolve this Association may be taken within the period of ten years from the date of recording the Declaration, without the express written consent of Declarant, its successors or assigns.

ARTICLE XII

Restrictions

In addition to Restrictions in the Declaration and the other provisions of these By-Laws, the Board of Directors may, from time to time, adopt rules and regulations governing the use of the Properties and the conduct of all residents and guests on the Properties.

ARTICLE XIII

Miscellaneous

13.1 Insurance.

Under no circumstances shall an Owner permit or suffer anything to be done or left in his Townhouse which will increase the insurance rates on his Townhouse or any other Townhouse, or the Common Areas and Facilities.

13.2 Severability.

Should any of the covenants, terms or provisions herein imposed be void, or be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

13.3 Construction.

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires. In the event of any conflict between these By-Laws and the Declaration or the Certificate of Incorporation of the Association, the latter, as the case may be, shall control.

MANAGEMENT AGREEMENT

AGREEMENT, made this 11th day of April, 1985, by and between **LONG POND HOMEOWNERS ASSOCIATION, INC.**, (the "Association"), and **CROFTON ASSOCIATES, INC.**, 111 Marsh Road, Pittsford, New York 14534, (the "Agent").

W I T N E S S E T H:

In consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto mutually agree as follows:

FIRST: (a) The Association hereby appoints the Agent, and the Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive managing agent of certain real property and improvements made thereon, located in the Town of Greece, County of Monroe, State of New York, and consisting of thirty-five (35) townhouse units and common area (the "Property").

(b) The Agent fully understands that the function of the Board of Directors (the "Board") of the Association is the operation and management of the Property; and the Agent agrees,

Notwithstanding the authority given to the Agent in this Agreement, to confer fully with the Board in the performance of its duties as herein set forth and upon at least twenty-four (24) hours notice to attend annual membership or monthly Directors meetings at the times requested by the Association or its Board of Directors. Agent shall be compensated at the rate of Twenty-Five Dollars (\$25.00) per hour for such attendance at meetings. It is further understood and agreed that the authority and duties conferred upon the Agent hereunder are confined to those services and duties of the Association as defined in the recorded Declaration of Covenants, Easements and Restrictions (the "Declaration"). The authority and duty conferred upon the Agent shall not include the promulgation of rules or regulations.

SECOND: The Agent shall hire in its own name all managerial personnel necessary for the efficient discharge of all duties of the Agent hereunder. Compensation for the services of such employees shall be the responsibility of the Agent.

THIRD: Under the personal and direct supervision of one of its principal officers, the Agent shall render services and perform duties as follows:

(a) On the basis of an operating schedule, job standards, and wage rates, if any, previously approved by the Board on the recommendation of the Agent, investigate, hire, pay, supervise, and discharge the personnel necessary to be employed in order properly to maintain and operate the Property, including lawn and grounds care, snow plowing, refuse removal, and repair and maintenance of the common area and townhouse exteriors. Such personnel shall in every instance be independent contractors, or employees of the Agent. Compensation for the services of such employees (as evidenced by payrolls) shall be considered an operating expense of the Association.

(b) Maintain businesslike relations with unit owners, whose service requests shall be received, considered, and recorded in systematic fashion in order to show the action taken with respect to each. Complaints of a serious nature shall, after thorough investigation, be reported to the Board with appropriate recommendations.

(c) Cause the buildings, appurtenances and grounds of the Property to be maintained according to standards acceptable to the Board. For any item of repair or replacement, the expense incurred shall not exceed the sum of One Thousand Dollars (\$1,000.00), unless specifically authorized by the Board,

excepting, however, that emergency repairs, involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Property, or for the safety of the unit owners, or required to avoid the suspension of any necessary service to the Property, may be made by the Agent irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Agent will, if at all possible, confer immediately with the Board regarding every such expenditure. The Agent shall not incur liabilities (direct or contingent) which will at any time exceed the aggregate of One Thousand Dollars (\$1,000.00), or any liability maturing more than one (1) year from the creation thereof, without first obtaining the approval of the Board.

(d) Take such action as may be necessary to comply with any and all orders or requirements affecting the premises or improvements thereon of any federal, state, county or town authority having jurisdiction thereover, and the Board of Fire Underwriters or other similar bodies, subject to the same limitation contained in paragraph (c) of this Article in connection with the making of repairs and alterations. The Agent, however, shall not take any action under this paragraph (d) so

long as the Association is contesting, or has affirmed its intention to contest, any such order or requirement. The Agent shall promptly, and in no event later than seventy-two (72) hours from the time of receipt, notify the Board in writing of all such orders and notices of requirements.

(e) Subject to approval by the Board, make contracts for all necessary services, or such of them as the Board of Directors shall deem advisable. Also, place orders for such equipment, tools, appliances, materials and supplies as are necessary properly to maintain the Property. All such contracts and orders shall be made in the name of the Association and signed by the Agent and shall be subject to the limitations set forth in paragraph (c) of this Article. When taking bids or issuing purchase orders, the Agent shall be under a duty to secure for and credit to the Association any discounts, commissions, or rebates obtainable as a result of such purchases, and to obtain the best possible price and terms.

(f) When authorized by the Board in writing, cause to be placed and kept in force all forms of insurance needed adequately to protect the Association and its member unit owners, as their respective interests appear (or as required by law), including, but not limited to, workmen's compensation insurance

and public liability insurance. All insurance coverage shall be subject to the conditions, restrictions and limitations contained in the recorded Declaration. All of the various types of insurance coverage required shall be placed with such companies, in such amounts, and with such beneficial interest appearing therein as shall be acceptable to the Board. The Agent shall promptly investigate and make a full written report as to all accidents or claims for damage relating to the management, operation and maintenance of the Property and shall cooperate and make any and all reports required by any insurance company in connection therewith. This shall not be construed, however, as requiring the Agent to procure personal insurance coverage for a member of the Association as, for example, insurance on the member's personal property within his townhouse unit or liability insurance covering the acts or omissions of a member inside his unit or in any location not under the control of the Association or which the Association has legal responsibility to maintain.

(g) Collect monthly assessments from the unit owners and from the funds collected and deposited in the special account hereinafter provided, cause to be disbursed regularly and punctually (1) salaries and any other compensation due and payable to the employees of the Agent, or to independent

Contractors hired by the Agent, and the taxes payable under paragraph (h) of this Article, (2) casualty, public liability, and other insurance premiums, and (3) sums otherwise due and payable by the Association as operating expenses authorized to be incurred under the Association Budget and the terms of this agreement, including the Agent's management fee. After disbursement in the order herein specified, any balance remaining in the special account may be disbursed or transferred from time to time, but only as specifically directed by the Board in writing. Agent shall not be responsible for collection of delinquent assessments, but if so directed by the Board, shall hire a collection service or legal counsel for such purpose. Any fees, costs, or disbursements thus incurred shall be an expense of the Association.

(h) Working in conjunction with an accountant, if necessary, prepare for execution all forms, reports and returns required by law in connection with unemployment insurance, workmen's compensation insurance, disability benefits, social security, and other similar taxes now in effect or hereafter imposed, relating to the employment of personnel, if any.

(i) Set up and maintain a comprehensive system of office records, books, and accounts in a manner satisfactory to the Board, which records shall be subject to examination at all reasonable hours by any of the officers of the Association or their designees, as authorized by the Board. As a standard practice, the Agent shall render to the Board by not later than the tenth (10th) of each succeeding month, a monthly statement of receipts and disbursements as of the end of the preceeding month. Annually, at such time as the Board shall request in writing, said records, books and accounts shall be examined by a certified public accountant whose report will be submitted to the Board. The cost of said audit shall be borne by the Association.

(j) Annually, at such time as the Board of Directors shall request in writing, prepare an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new fiscal year based upon the then current schedule of monthly assessments. Each such budget, together with a statement from the Agent outlining a plan of operation and justifying the estimates made in every important particular, shall be submitted for approval to the Board in final draft within fifteen (15) days after said written request is delivered to the Agent, and following its adoption by the Board, the budget

shall serve as a supporting document for a schedule of monthly assessments proposed for the new fiscal year. It shall also constitute a major control under which the Agent shall operate and there shall be no substantial variances therefrom, except such as may be sanctioned by the Board. By this it is meant that no expenses may be incurred or commitments made by the Agent in connection with the maintenance and operation of the Property, in excess of the amounts allocated to the various classifications of expense in the approved budget without the prior consent of the Board except that, if necessary because of an emergency or lack of sufficient time to obtain such prior consent, an overrun may be experienced, provided it is brought promptly to the attention of the Board of Directors in writing.

(k) At all times during the term of this Agreement, operate and maintain the Property according to the highest standards achievable consistent with the approved budget and the overall plan of the development and the recorded Declaration. The Agent shall see that all unit owners are informed of all rules, regulations and notices as may be promulgated by the Association from time to time. The Agent shall perform such other acts and duties as are reasonable, necessary and proper in the discharge of its duties under this Agreement.

FOURTH: Everything done by the Agent under the provisions of Article **THIRD** shall be done as an independent contractor employed by the Association and all obligations or expenses incurred hereunder shall be for the account, on behalf, and at the expense of the Association, except that the Association shall not be obligated to pay the overhead expenses of the Agent's office. However, the Agent shall be entitled to reimbursement for necessary office and bookkeeping supplies purchased exclusively for performance of Agent's duties under this Agreement, and for postage, stationery, and duplication expense for communications to homeowners. Any payments to be made by the Agent hereunder shall be made out of such sums as are in the bank account provided for in Article **FIFTH** of this Agreement, or as may be provided by the Association. The Agent shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Agent be obligated to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided.

The Association shall indemnify, defend, and hold Agent harmless from all liability for damage to property, and injuries to or death of any person not caused by the negligence of Agent, including all settlements, judgments, damages, penalties, court costs, litigation expenses, and attorneys' fees, if any.

FIFTH: The Agent shall establish and maintain, in a bank whose deposits are insured by the Federal Deposit Insurance Corporation and in a manner to indicate the custodial nature thereof, a separate bank account for the deposit of the funds of the Association, with authority to draw thereon for any payments to be made by the Agent to discharge any liabilities or obligations incurred pursuant to this Agreement, and for the payment of the Agent's fee, all of which payments shall be subject to the limitations of this Agreement.

SIXTH: Except as otherwise provided herein, the sole compensation which the Agent shall be entitled to receive for all services performed under this Agreement shall be a fee of Nine Dollars (\$9.00) per occupied townhouse unit, per month.

SEVENTH: (a) Unless cancelled pursuant to Section (b) or (c) of this Article, this Agreement shall be in effect for a term of twelve (12) months from the date of the first transfer of a townhouse unit from the Sponsor to a unit purchaser. This

Agreement shall continue in full force and effect for additional terms of twelve (12) months each unless and until either party gives to the other sixty (60) days notice in writing of cancellation prior to the expiration of any such term.

(b) This Agreement may be terminated by mutual consent in writing of the parties hereto, or unilaterally terminated by either party on sixty (60) days written notice to the other.

(c) In the event a petition in bankruptcy is filed by or against the Agent, or in the event that Agent shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may terminate this Agreement upon ten (10) days notice to the other. In the event this Agreement is terminated pursuant to this paragraph, the Association shall immediately and automatically have a lien upon all funds held by the Agent for the benefit of the Association in accordance with the terms of this Agreement. The Board shall have the right and power to do all things necessary for the enforcement and foreclosure of said lien.

(d) Upon termination, the parties shall account to each other with respect to all matters outstanding as of the date of termination, and the Board shall furnish the Agent security,

satisfactory to the Agent, against any outstanding obligations or liabilities which the Agent may have incurred hereunder.

EIGHTH: (a) This Agreement shall inure to the benefit of and constitute a binding obligation upon the parties, their respective successors, and assigns.

(b) This Agreement shall constitute the entire Agreement between the parties, and no variance or modification hereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

(c) For the convenience of the parties, this Agreement may be executed in several counterparts, which are in all respects similar and each of which shall be deemed to be complete in itself so that any one may be introduced in evidence or used for any other purpose without the production of the other counterpart.

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

ASSOCIATION: LONG POND HOMEOWNERS ASSOCIATION, INC.

BY: s/CHARLES P. LISSOW, PRESIDENT

AGENT: CROFTON ASSOCIATES, INC.

BY: s/ALBERT C. CROFTON