

**BY-LAWS**  
**OF**  
**CLOVER ESTATES HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is Clover Estates Homeowners Association, Inc. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 26 State Street, Pittsford, Monroe County, New York 14534, but meetings of Members and Directors may be held at such other places within the State of New York as may be designated by the Board.

**ARTICLE II**  
**DEFINITIONS**

Section 1. "Association" means Clover Estates Homeowners Association, Inc. and its successors and assigns.

Section 2. "Board" means the Board of Directors of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the Common use and enjoyment of the Owners.

Section 4. "Declarant" means RYAN homes, inc., a New York corporation, and its successors and assigns if it acquires more than one undeveloped Lot for the purposes of development.

Section 5. "Declaration" means the Declaration of Covenants, Conditions, Easements and Restrictions applicable to the Property as recorded in the office of the Clerk of the County of Monroe.

Section 6. "Director" means a member of the Board of Directors of the Association.

Section 7. "Lot" means any plot of land shown upon any filed subdivision map or

Section 8. "Member" means those persons who become members of the Association as provided in the Declaration.

Section 9. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Property" means that certain interest in real property as described in the Declaration and such additions thereto as may thereafter be brought within the jurisdiction of the Association.

**ARTICLE III**  
**MEMBERSHIP AND VOTING**

Members of the Association shall be divided into two classes for purposes of voting. Class A Members shall be all Owners, with the exception of the Declarant. Class A Members shall be entitled to one vote for each membership. When more than one person holds an interest in any Lot, all such persons shall be Class A Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one membership. The Class B Member shall be the Declarant, which shall be entitled to one vote. Class B membership shall cease on January 1, 2005 or when ninety percent (90) of the Lots have been transferred, whichever is earlier. Until then, Class A Members shall not be entitled to vote for the election of members to the Board. The first meeting of Class A Members for the purpose of electing Directors shall be held within thirty (30) days from the transfer by the Declarant of the lot which, when added to the lots which have closed, constitute ninety percent (90%) of the Lots as originally shown on the subdivision map or within thirty (30) days from January 1, 2005, whichever is earlier.

**ARTICLE IV**  
**MEETING OF MEMBERS**

Section 1. Annual Meeting. After the first meeting of Class A Members, an annual meeting of all the Members shall be held each year on the second Tuesday of March at the office of the Association or at such other place as specified in the notice of meeting.

Section 2.        Special Meetings. Special meetings of the Members may be called at any time by the President of the Association or by the Board, or upon written request of the Members who are entitled to vote fifty percent (50%) of the votes of the Class A membership.

Section 3.        Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4.        Waiver of Notice. Notice of meeting need not be given to any member who submits a signed waiver of notice thereof whether before, during or after a meeting, nor to any Member who attends the meeting without protesting prior to the conclusion thereof the lack of notice to him.

Section 5.        Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast at least fifty percent (50%) of the total number of votes entitled to be cast thereof by each class of membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 6.        Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 7.        Required Vote. Directors shall be elected by a plurality of the votes cast at a meeting of Members by the Members entitled to vote in the election. Any other corporate action to be taken by vote of the Members shall, except as otherwise required by law or the Certificate or Incorporation of the Association, be authorized by a majority of the votes cast at a meeting of Members by the Members entitled to vote thereon.

Section 8.        Action Without Meeting. Whenever Members are required or permitted to take any action by vote, such action may be taken without a meeting by written consent setting forth the action so taken and signed by all of the Members entitled to vote thereon.

## ARTICLE V

### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1.        Number. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors, all of whom shall be Members of the Association. The initial Directors of the Association named in the Certificate of Incorporation shall serve until their successors are elected at the first meeting of the Class A Members and shall have qualified.

Section 2.        Term. Directors shall be divided into two classes as nearly equal in number as possible, for purposes of staggering their terms of office. At the first meeting of Members, which shall be held not later than six (6) months from the transfer of the first Lot, the Members shall elect either two (2) or three (3) Directors for a term of one (1) year and either one (1) or two (2) Directors for a term of two (2) years. Thereafter, the Members shall elect either two (2) or three (3) Directors in even numbered years for two (2) year terms and either one (1) or two (2) Directors in odd numbered years for two (2) year terms.

Section 3.        Meetings. Regular meetings of the Board shall be held at such times as the Directors may from time to time determine. Special meetings of the Board shall be held at any time, upon call from the President of the Association or of any two of the Directors.

Section 4.        Place of Meetings. Regular and special meetings of the Board shall be held at the principal office of the Association, or at such other place, within or without the State of New York, as may from time to time be determined by the Board or the person or persons authorized to call the meeting.

Section 5.        Notice of Meetings. No notice need be given of a regular meeting of the Board. Notice of the place, day and hour of every special meeting shall be given to each Director by delivering the same to him personally or sending the same to him by telegraph or leaving the

same at his residence or usual place of business, at least one (1) day before the meeting, or shall be mailed to each Director, postage prepaid and addressed to him at his last known address according to the records of the Association, at least three (3) days before the meeting. No notice of any adjourned meeting of the Board need be given other than by announcement at such meeting.

Section 6. Waiver of Notice. Notice of a meeting need not be given to any Director who submits a signed written waiver thereof whether before, during or after the meeting nor to any Director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

Section 7. Quorum. Two-thirds (2/3) of the entire Board shall be necessary to constitute a quorum for the transaction of business at each meeting of the Board. However, if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time without notice other than by announcement at the meeting, until a quorum shall attend.

Section 8. Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof at a duly held meeting may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. Such resolution and the written consents thereto by the members of the Board or committee shall be filed with the minutes of the proceedings of the Board or the committee.

Section 9. Personal Attendance by Conference Communication Equipment. Any one or more members of the Board or any committee thereof may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Section 10. Compensation. Directors as such shall not receive any compensation for their services.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board, on behalf of the Association, shall have the power to:

(a) adopt and publish rules and regulations governing the use and maintenance of the Common Area, the personal conduct of the Members and their tenants, and invitees thereon, and to establish penalties for the infraction thereof;

(b) suspend the right to the use of the Common Area except for ingress and egress over the Member's Lot, during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after a notice and hearing for a period not to exceed sixty (60) days for an infraction of published rules and regulations;

(c) exercise all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Certificate of Incorporation of the Association or the Declaration;

(d) declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board,

(e) procure and maintain adequate liability and hazard insurance on the Property. The Board shall, on an annual basis, review the amount of insurance coverage in order to assure that the Association and the Owners are fully protected;

(f) acquire, encumber and dispose of property as provided for in the Declaration:

(g) employ a manager, an independent contractor and such other employees as it deems necessary and to prescribe their duties:

(h) establish a capital reserve fund for repair and replacement of those deteriorating assets for which the Association is responsible: and

- (i) approve the annual budget as prepared by the Treasurer.

Section 2.      Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote:

- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

- (c) as more fully provided in the Declaration, to:

- (i) establish the amount and starting day of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period

- (ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

- (iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same;

- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) procure and maintain adequate liability and hazard insurance on property where the Association has a legal interest:

- (f) cause all officers, agents or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) cause a financial statement for the Association to be prepared and certified by the Association's independent public accountant following the end of each fiscal year.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

Section 1.        Enumeration of Officers. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2.        Election of Officers. The election of officers shall take place at the first meeting of the Board, and subsequently at each annual meeting of the Board which shall be immediately following the adjournment of each annual meeting of the Members.

Section 3.        Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until such officer's successor has been elected or appointed and qualifies unless he or she shall sooner resign, be removed, or otherwise disqualified to serve.

Section 4.        Special Appointments. The Board may elect by majority vote such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5.        Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



Section 6.        Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7.        Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds and other written contractual instruments.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(e) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; shall keep proper books of accounting; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and have delivered a copy of each to the Members.

#### ARTICLE VIII

#### COMMITTEES

The Board may appoint a Nominating Committee. The Board may also appoint an Architectural and Property Review Committee of no less than three (3) nor more than five (5) Directors and may grant authority to them to approve, approve with conditions, or disapprove any application received, or to make recommendations to the Board, as provided in the Declaration. In

addition, the Board shall appoint such other committees as deemed appropriate in carrying out its purposes.

#### ARTICLE IX

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs .

#### ARTICLE X

##### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated 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 thirty (30) days after the due date, the assessment shall bear interest from such date at the legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. In addition, the Association has the right to levy a late charge on delinquent accounts five (5) days after the assessment is due.

#### ARTICLE XI

##### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Clover Estates Homeowners Association, Inc.

#### ARTICLE XII

##### TENANTS

Any lease of a Lot within the subdivision shall provide for full compliance by the tenant with the Declaration, these By-Laws, and the rules and regulations of the Association. Should a tenant

be in violation thereof at any time, the Association may send the Owner of the Lot which said tenant occupies written notice of such violation by certified or registered mail, return receipt requested, at his or her address as set forth in the books and records of the Association. If the violation is not cured or eviction proceedings commenced against the tenant by the Owner at the Owner's expense within ten (10) days after the Owner has received notice of such violation, the Association may pursue any remedies which it may have.

### ARTICLE XIII

#### INDEMNIFICATION

Section 1. Each person who was or is made a Party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "Proceeding"), by reason of the fact that he or his testator or intestate (a) is or was a Director or officer of the Association or (b) is or was a Director or officer of the Association who serves or served, in any capacity, any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise at the request of the Association (hereinafter an "indemnitee"), shall be indemnified and held harmless by the Association against all expense, liability and loss, including ERISA excise taxes or penalties, judgments, fines, penalties, amounts paid in settlement (provided the Board of Directors shall have given its prior consent to such settlement, which consent shall not be unreasonably withheld by it) and reasonable expenses, including attorneys' fees, suffered or incurred by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a Director or officer and shall inure to the benefit of the indemnitee's heirs and fiduciaries; provided, however, that no indemnification may be made to or on behalf of any Director or officer if his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or otherwise disposed of, or he personally gained in fact a financial profit or other advantage to which he was not legally entitled. Notwithstanding the foregoing, except as contemplated by Section 3 of this Article, the Association shall indemnify any such indemnitee in connection with a proceeding (or part hereof) initiated by such indemnitee only if such proceeding (or party thereof) was authorized by the Board of Directors of the Association.

Section 2. All expenses reasonably incurred by an indemnitee in connection with a threatened or actual proceeding with respect to which such indemnitee is or may be entitled to indemnification under this Article shall be advanced to him or promptly reimbursed by the Association in advance of the final disposition of such proceeding, upon receipt of an undertaking

by him or on his behalf to repay the amount of such advances, if any, as to which he is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent such advances exceed the indemnification to which he is entitled. Such person shall cooperate in good faith with any request by the Association that common counsel be used by the parties to an action or proceeding who are similarly situated unless to do so would be inappropriate due to an actual or potential conflict of interest.

### Section 3.

(a) Not later than thirty (30) days following final disposition of a proceeding with respect to which the Association has received written request by an indemnitee for indemnification pursuant to this Article or with respect to which there has been an advancement of expenses pursuant to Section 12 of this Article, if such indemnification has not been ordered by a court, the Board of Directors shall meet and find whether an indemnitee met the standard of conduct set forth in Section 1 of this Article, and, if it finds that he did, or to the extent it so finds, shall authorize such indemnification.

(b) Such standard shall be found to have been met unless (i) a judgment or other final adjudication adverse to the indemnitee established that the standard of conduct set forth in Section 1 of this Article was not met, or (ii) if the proceeding was disposed of other than by judgment or other final adjudication, the Board of Directors finds in good faith that, if it had been disposed of by judgment or other final adjudication, such judgment or other final adjudication would have been adverse to the indemnitee and would have established that the standard of conduct set forth in Section 1 of this Article was not met.

(c) If the Board of Directors fails or is unable to make the determination called for by paragraph (a) of this Section 3, or if indemnification is denied, in whole or part, because of an adverse finding by the Board of Directors, or because the Board of Directors believes the expenses for which indemnification is requested is unreasonable, such action, inaction or inability of the Board of Directors shall in no way affect the right of the indemnitee to make application therefor in any court having jurisdiction thereof. In such action or proceeding, or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the issue shall be whether the indemnitee met the standard of conduct set forth in Section 1 of this Article, or whether the expenses were reasonable, as the case may be (not whether the finding of the Board of Directors with respect thereto was correct). If the judgment or other final adjudication

in such action or proceeding establishes that the indemnitee met the standard set forth in Section 1 of this Article, or that the disallowed expenses were reasonable, or to the extent that it does, the Board of Directors shall then find such standard to have been met or the expenses to be reasonable, and shall grant such indemnification, and shall also grant to the indemnitee indemnification of the expenses incurred by him in connection with the action or proceeding resulting in the judgment or other final adjudication that such standard of conduct was met, or if pursuant to such court determination such person is entitled to less than the full amount of indemnification denied by the Association, the portion of such expenses proportionate to the amount of such indemnification so awarded. Neither the failure of the Board of Directors to have made timely a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in Section 1 of this Article, nor an actual determination by the Board of Directors that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct. In any suit brought by the indemnitee to enforce a right to indemnification, or by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to indemnification, under this Article or otherwise, shall be on the Association.

(d) A finding by the Board of Directors pursuant to this Section 3 that the standard of conduct set forth in Section 1 of this Article has been met shall mean a finding (i) by the Board of Directors acting by a quorum consisting of Directors who are not parties to such proceeding or (ii) if such a quorum is not obtainable, or if obtainable, such a quorum so directs, by the Board of Directors upon the written opinion of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct has been met, or by the members (if the Association has members) upon a finding that such standard of conduct has been met.

Section 4. Contractual Article. The rights conferred by this Article are contract rights which shall not be abrogated by any amendment or repeal of this Article with respect to events occurring prior to such amendment or repeal and shall, to the fullest extent permitted by law, be retroactive to events occurring prior to the adoption of this Article. No amendment of the Not-for-Profit Association Law, insofar as it reduces the permissible extent of the right of indemnification of an indemnitee under this Article, shall be effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to the effective date of such

amendment irrespective of the date of any claim or legal action in respect thereto. This Article shall be binding on any successor to the Association, including any corporation or other entity which acquires all or substantially all of the Association's assets.

Section 5.        Non-exclusivity. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person covered hereby may be entitled other than pursuant to this Article. The Association is authorized to enter into agreements with any such person provided rights to indemnification or advancement of expenses in addition to the provisions therefor in this Article, and the Association's members (if the Association has members) and its Board of Directors are authorized to adopt, in their discretion, resolutions providing any such person with any such rights.

Section 6.        Insurance. The Association may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Association or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under this Article or applicable law.

Section 7.        Indemnification of Employees and Agents of The Association. The Association may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and the advancement of expenses to any employee or agent of the Association with the same scope and effect as provided in this Article to Directors and Officers of the Association.

**ARTICLE XIV**  
**AMENDMENTS**

The Board shall have the power to adopt, amend or repeal the By-Laws of the Association by a two-thirds (2/3) vote of the entire Board at any meeting of the Board.

**ARTICLE XV**  
**CONSTRUCTION AND INTERPRETATION**

Section 1.        The Association shall have the right to construe and interpret the provisions of these By-Laws and in the absence of an adjudication by a court of competent

jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

Section 2. Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable Rules and Regulations regarding the administration, interpretation, and enforcement of the provisions of the Declaration and these By-Laws. In so adopting and promulgating such Rules and Regulations, and in making any finding, determination, ruling, or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules, or regulations, the Association shall take into consideration the best interests of the Owners and residents of the Property to the end that the Property shall be preserved and maintained as a high quality community.

Section 3. In the case of any conflict between the Certificate of Incorporation of the Association and these By-Laws, the Certificate of Incorporation shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Clover Estates Homeowners Association, Inc., a New York not-for-profit corporation, and

THAT the foregoing By-Laws of said Association were duly adopted at a meeting of the Board of Directors thereof, held on the 20<sup>th</sup> day of January, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 9<sup>th</sup> day of February, 2001.

*Charles F. Ryan, II*

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Charles F. Ryan, II  
Secretary



**MONROE TITLE INSURANCE CORPORATION**  
47 WEST MAIN STREET, ROCHESTER, NY 14614

**COMMITMENT FOR TITLE INSURANCE**

Applicant: Harter, Secrest & Emery LLP

Title No.: Y2K 872(C)

Attention: William N. La Forte

Property: Clover Street  
Pittsford, New York

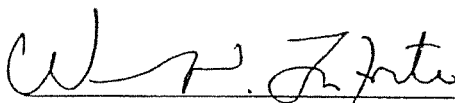
UPON EXAMINATION OF TITLE to the premises described in Schedule "A" we find the same as of November 24, 2000, vested in fee simple in Ryson Development Corporation by Trustee's Deed recorded in the Monroe County Clerk's Office on October 7, 1991 in Liber 4156 of Deeds at page 448.

UPON receipt of its scheduled premium, this Corporation covenants to issue its Policy in the amount of \$TBD subject to the conditions of Schedule "B" herein. This Commitment shall constitute a binder to issue said Policy to

**CLOVER ESTATES HOMEOWNERS ASSOCIATION, INC.**

THIS Commitment is preliminary to the issuance of such policy or policies of title insurance and shall become null and void and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

**MONROE TITLE INSURANCE CORPORATION**

 12/28/00  
Authorized Signatory      Date

\_\_\_\_\_  
Authorized Signatory      Redated

Exceptions appearing herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this report. Title insurance companies may not act as legal advisors.

Address Inquiries to: Paul E. Berndt (ciriello)  
716-232-6500

# MONROE TITLE INSURANCE CORPORATION

## POLICY FORMS

- ALTA Owner's Policy (10/17/92) with Standard NY Endorsement
- ALTA Loan Policy (10/17/92) with Standard NY Endorsement
- ALTA Short Form Residential Loan Policy (10/17/92) with TIRSA Amendments
- ALTA U.S. Policy (1991)

## ENDORSEMENTS

(with applicable charges)

- ALTA Endorsement 6 (Variable Rate Mortgage) (Loan Policy) (\$25)
- ALTA Endorsement 7 (Manufactured Housing Unit) (Loan Policy) (\$25)
- ALTA Endorsement 9 (Restrictions, Encroachments, Minerals) (Loan Policy) (10% of un-reduced premium)
- TIRSA 5.1 (Planned Unit Development) Endorsement - (\$25)
- TIRSA Commercial Revolving Credit Endorsement (Loan Policy) (10% of un-reduced premium)
- TIRSA Cooperative Endorsement (Loan Policy)
- TIRSA Cooperative Endorsement (Owner's Policy)
- TIRSA Endorsement 4 (Condominium) - (\$25)
- TIRSA Endorsement 6.2 (Variable Rate Mortgage - Negative Amortization) (Loan Policy) (\$25)
- TIRSA Environmental Protection Lien Endorsement 8.1 (Gave. Agencies) (\$25)
- TIRSA Environmental Protection Lien Endorsement 8.1 (Loan Policy) (\$25)
- TIRSA Environmental Protection Lien Endorsement 8.1 (NYC Only) (\$25)
- TIRSA Fannie Mae Balloon Mortgage Endorsement - (\$25)
- TIRSA Joint & Several Liability Endorsement - (\$1/\$1000 of Insurance)
- TIRSA Land Same as Survey Endorsement - (\$25)
- TIRSA Leasehold Endorsement (Loan Policy)
- TIRSA Leasehold Endorsement (Owner's Policy)
- TIRSA Market Value Policy Rider Endorsement (Owner's Policy) (10% of un-reduced premium)
- TIRSA New York City "Air Rights" Endorsement - (\$25)
- TIRSA New York Fairway Endorsement (Owner's Policy) (20 % of un-reduced premium)
- TIRSA Non-Imputation Endorsement (Partnership Form) (Owner's Policy) (20% of un-reduced premium)
- TIRSA Non-Imputation Endorsement (Stock Acquisition) (Owner's Policy) (20 % of un-reduced premium)
- TIRSA Residential Mortgage Endorsement (1-4 family) - (\$25)
- TIRSA Residential Revolving Credit Endorsement (Loan Policy) (10% of un-reduced premium)
- TIRSA Reverse Mortgage Endorsement (\$25)
- TIRSA Successor in Ownership of Indebtedness Endorsement (Loan Policy) (\$25)
- TIRSA Survey Endorsement (Loan Policy) (10% of un-reduced premium)
- TIRSA Variable Rate Mortgage Endorsement (Fixed Rate Conversion) (Loan Policy) (\$25)
- TIRSA Waiver of Arbitration Endorsement (Owner's Policy) (\$25)
- TIRSA Waiver of Arbitration Endorsement (Loan Policy) (\$25)

## SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND containing 0.370 acres, more or less, situate in part of Town Lot 57, Township 12, Range 5, in the Town of Pittsford, County of Monroe, State of New York as shown on a map entitled "Clover Estates Subdivision Plan," prepared by The Sear-Brown Group, having drawing number 15695 SU 1 and being more particularly bounded and described as follows:

Beginning at a point on the easterly right-of-way line of Clover Street – Rt. 65 (width varies) at the intersection with the southerly easement line of Connemara Drive; thence along the aforementioned southerly easement line the following (5) courses

- 1) S 69°31'00"E, a distance of 48.20 feet to a point of curvature; thence
- 2) Southeasterly, along a curve to the right, having a radius of 35.00 feet, through a central angle of 25°00'00", a distance of 15.27 feet to a point of tangency; thence
- 3) S 44°31'00"E, a distance of 114.11 feet to a point of curvature; thence
- 4) Southeasterly, along a curve to the right, having a radius of 35.00 feet, through a central angle of 25°00'00", a distance of 15.27 feet to a point of compound curvature; thence
- 5) Southeasterly, along a curve to the right, having a radius of 170.00 feet, through a central angle of 04°30'48", a distance of 13.39 feet to a point at the intersection of the aforementioned southerly easement line with the northerly line of lot 29 of the aforementioned Clover Estates; thence
- 6) S 88°58'00"W, a distance of 200.60 feet along said northerly line to a point on the easterly right-of-way of the aforementioned Clover Street; thence
- 7) N 20°29'00"E, along said easterly right-of-way of Clover Street a distance of 144.89 feet to the Point or Place of Beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND containing 2.240 acres, more or less, situate in part of Town Lot 57, Township 12, Range 5, in the Town of Pittsford, County of Monroe, State of New York as shown on a map entitled "Clover Estates Subdivision Plan," prepared by The Sear-Brown Group, having drawing number 15695 SU 1 and being more particularly bounded and described as follows:

Beginning at a point on the easterly right-of-way line of Clover Street – Rt. 65 (width varies) at the intersection of the northerly easement line of Connemara Drive; thence

- 1) S 69°31'00"E, a distance of 105.65 feet to a point of curvature; thence
- 2) Southeasterly, along a curve to the right, having a radius of 50.00 feet, through a central angle of 25°00'00", a distance of 21.82 feet to a point of tangency; thence
- 3) S 44°31'00"E, a distance of 39.38 feet to a point of curvature; thence

- 4) Southeasterly and Southerly, along a curve to the right, having a radius of 50.00 feet, through a central angle of  $30^{\circ}00'00''$ , a distance of 26.18 feet to a point of tangency; thence
- 5) S  $14^{\circ}31'00''$ E, a distance of 16.82 feet to a point of curvature; thence
- 6) Southeasterly, along a curve to the left, having a radius of 50.00 feet, through a central angle of  $11^{\circ}50'10''$ , a distance of 10.33 feet to a point of reverse curvature; thence
- 7) Southerly, along a curve to the right, having a radius of 220.00 feet, through a central angle of  $47^{\circ}10'28''$ , a distance of 181.14 feet to a point of reverse curvature; thence
- 8) Southeasterly and easterly, along a curve to the left, having a radius of 5.00 feet, through a central angle of  $86^{\circ}18'18''$ , a distance of 7.53 feet to a point of tangency; thence
- 9) S  $65^{\circ}29'00''$ E, a distance of 5.97 feet to a point of curvature; thence
- 10) Easterly, along a curve to the left, having a radius of 75.00 feet, through a central angle of  $22^{\circ}54'00''$ , a distance of 29.98 feet to a point of tangency; thence
- 11) S  $88^{\circ}23'00''$ E, a distance of 88.70 feet to a point of curvature; thence
- 12) Easterly and southeasterly, along a curve to the right, having a radius of 205.00 feet, through a central angle of  $20^{\circ}09'00''$ , a distance of 72.10 feet to a point of tangency; thence
- 13) S  $68^{\circ}14'00''$ E, a distance of 64.00 feet to a point of curvature; thence
- 14) Easterly, along a curve to the left, having a radius of 155.00 feet, through a central angle of  $15^{\circ}07'00''$ , a distance of 40.89 feet to a point of tangency; thence
- 15) S  $83^{\circ}21'00''$ E, a distance of 185.00 feet to a point of curvature; thence
- 16) Easterly and southerly, along a curve to the right, having a radius of 97.50 feet, through a central angle of  $90^{\circ}00'00''$ , a distance of 153.15 feet to a point of tangency; thence
- 17) S  $06^{\circ}39'00''$ W, a distance of 24.50 feet to a point of curvature; thence
- 13) Southwesterly, westerly and northwesterly, along a curve to the right, having a radius of 57.50 feet, through a central angle of  $180^{\circ}00'00''$ , a distance of 180.64 feet to a point of tangency; thence
- 19) N  $06^{\circ}39'00''$ E, a distance of 49.50 feet to a point of curvature; thence
- 20) Northwesterly and westerly, along a curve to the left, having a radius of 22.50 feet, through a central angle of  $90^{\circ}00'00''$ , a distance of 35.34 feet to a point of tangency; thence
- 21) N  $83^{\circ}21'00''$ W, a distance of 145.00 feet to a point of curvature; thence
- 22) Westerly, along a curve to the right, having a radius of 205.00 feet, through a central angle of  $12^{\circ}23'14''$ , a distance of 44.32 feet to a point of reverse curvature; thence

- 23) Westerly and southwesterly, along a curve to the left, having a radius of 5.00 feet, through a central angle of  $87^{\circ}16'14''$ , a distance of 7.62 feet to a point of tangency; thence
- 24) S  $21^{\circ}46'00''$ W, a distance of 50.11 feet to a point of curvature; thence
- 25) Southerly and southeasterly, along a curve to the left, having a radius of 22.50 feet, through a central angle of  $59^{\circ}34'00''$ , a distance of 23.39 feet to a point of tangency; thence
- 26) S  $37^{\circ}48'00''$ E, a distance of 49.84 feet to a point of curvature; thence
- 27) Southeasterly, southerly and westerly, along a curve to the right, having a radius of 57.50 feet, through a central angle of  $181^{\circ}25'27''$ , a distance of 182.07 feet to a point of compound curvature; thence
- 28) Northwesterly and northerly, along a curve to the right, having a radius of 80.00 feet, through a central angle of  $49^{\circ}03'55''$ , a distance of 68.51 feet to a point of compound curvature; thence
- 29) Northwesterly and northerly, along a curve to the right, having a radius of 625.00 feet, through a central angle of  $09^{\circ}04'38''$ , a distance of 99.02 feet to a point of tangency; thence
- 30) N  $21^{\circ}46'00''$ E, a distance of 39.00 feet to a point of curvature; thence
- 31) Northerly and northwesterly, along a curve to the left, having a radius of 5.00 feet, through a central angle of  $90^{\circ}00'00''$ , a distance of 7.85 feet to a point of tangency; thence
- 32) N  $68^{\circ}14'00''$ W, a distance of 14.00 feet to a point of curvature; thence
- 33) Westerly, along a curve to the left, having a radius of 155.00 feet, through a central angle of  $20^{\circ}09'00''$ , a distance of 54.51 feet to a point of tangency; thence
- 34) N  $88^{\circ}23'00''$ W, a distance of 88.70 feet to a point of curvature; thence
- 35) Westerly, along a curve to the right, having a radius of 125.00 feet, through a central angle of  $22^{\circ}54'00''$ , a distance of 49.96 feet to a point of tangency; thence
- 36) N  $65^{\circ}29'00''$ W, a distance of 5.50 feet to a point of curvature; thence
- 37) Westerly and southwesterly, along a curve to the left, having a radius of 5.00 feet, through a central angle of  $90^{\circ}00'00''$ , a distance of 7.85 feet to a point of tangency; thence
- 38) S  $24^{\circ}31'00''$ W, a distance of 96.80 feet to a point; thence
- 39) S  $05^{\circ}29'00''$ E, a distance of 49.59 feet to a point of curvature; thence
- 40) Southerly, westerly and northerly, along a curve to the right, having a radius of 57.50 feet, through a central angle of  $240^{\circ}00'00''$ , a distance of 240.86 feet to a point of tangency; thence
- 41) N  $54^{\circ}31'00''$ E, a distance of 49.59 feet to a point; thence

- 42) N 24°31'00"E, a distance of 142.30 feet to a point of curvature; thence
- 43) Northerly, along a curve to the left, having a radius of 170.00 feet, through a central angle of 44°02'00", a distance of 130.65 to a point of compound curvature; thence
- 44) Northwesterly, along a curve to the left, having a radius of 35.00 feet, through a central angle of 25°00'00", a distance of 15.27 feet to a point of tangency; thence
- 45) N 44°31'00"W, a distance of 114.11 feet to a point of curvature; thence
- 46) Northwesterly, along a curve to the left, having a radius of 35.00 feet, through a central angle of 25°00'00", a distance of 15.27 feet to a point of tangency; thence
- 47) N 69°31'00"W, a distance of 48.20 feet to a point on the easterly right-of-way line of the aforementioned Clover Street; thence
- 48) N 20°29'00"E, along the easterly right-of-way line of said Clover Street a distance of 50.00 feet to the Point or Place of Beginning.

Tax Map ID Number: Part of 163.02-1-35.17

## SCHEDULE "B"

### SECTION I

**MATTERS TO BE DISPOSED OF ON OR BEFORE CLOSING OF TRANSACTION. THESE MATTERS WILL APPEAR ON OUR POLICY AS EXCEPTIONS FROM COVERAGE UNLESS DISPOSED OF TO THE SATISFACTION OF MONROE OR ITS DULY AUTHORIZED REPRESENTATIVE PRIOR TO OR ON THE DATE OF CLOSING.**

1. Continuation of all searches to date of closing.
2. Proper execution, delivery and recordation of conveyance and/or mortgage necessary to consummate the transaction contemplated herein.
3. Lien Clause pursuant to Section 13 of Lien Law in all deeds and mortgages to be recorded.
4. Furnish proof that the premises have no partial or full exemption from Real Property Taxes.
5. Furnish proof of payment of all real property taxes to the date of closing.
6. Proof of payment of all sewer and water charges to date.
7. Compliance with Section 253-b of the Tax Law, (Credit Line Mortgage), is required before an instrument evidencing a sale or transfer of this real property can be recorded.
8. Proof of rights of lessees or any parties in possession of the premises other than the insured or owner, if any.
9. We require a certified copy of the Resolution of the Board of Directors of RYAN homes, inc. authorizing the purchase of the premises and the execution of the mortgage.
10. Survey by Sear Brown dated October 13, 2000 is not certified.
11. Map reference as certified abstract description is for Tobey Meadows, Section 1. Abstract must certify to metes and bounds description at closing.
12. The 2000/2001 School Tax is due.

## SCHEDULE "B"

### SECTION II

#### EXCEPTIONS WHICH WILL APPEAR IN TITLE POLICY

THE FOLLOWING ESTATES, INTERESTS, DEFECTS, OBJECTIONS TO TITLE, LIENS AND INCUMBRANCES AND OTHER MATTERS ARE EXCEPTED FROM THE COVERAGE OF THE POLICY TO BE ISSUED.

- 1.(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated. (Loan Policy Only)
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law. (Loan Policy Only).
6. Any claim, which arises out of the transition creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer: or
  - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of eatable subordination: or
  - (c) the transaction creating the interest of the d mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor. (Loan Policy Only)
7. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws mat is based on:
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer: or
  - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor. (Owner's Policy)



SCHEDULE "B"

SECTION II (CONTINUED)

8. Easement granted by Emily Cole Finucane to Rochester Gas & Electric Corporation, recorded in the Monroe County Clerk's Office on May 26, 1930, in Liber 1539 of Deeds, Page 364.
9. Easement as shown on subdivision map filed in the Monroe County Clerk's Office in Liber 297 of Maps, Page 91.
10. Easement shown on subdivision plan by Sear-Brown dated October 13, 2000, Project No. 15695.

**This Policy affirmatively insures that the above easements do not interfere with the use or maintenance of improvements on the insured premises.**

11. Survey made by Sear-Brown dated October 13, 2000 shows all improvements located within the perimeter of the premises.
12. Exact acreage is not insured.

**MONROE TITLE INSURANCE CORPORATION**

**NOTICE OF AVAILABILITY OF OWNER'S TITLE INSURANCE**

To: **RYAN homes, inc.**

Date: December 13, 2000

Buying property identified as: **Clover Street, Town of Pittsford**

A Mortgagee's Policy of title insurance insuring the title to the property you are buying is being issued to your mortgage lender, but that policy does not provide title insurance coverage to you.

You may obtain an Owner's Policy of Title Insurance which provides title insurance to you. If you request it at this time the total Premium for both policies will be \$\_\_\_\_\_. This is an additional \$\_\_\_\_\_ above the cost of the Lender's Policy.

If you are uncertain as to whether you should obtain an Owner's Policy of title insurance, you are urged to seek independent advice.

**MONROE TITLE INSURANCE CORPORATION**

Harter, Secrest & Emery LLP  
(Show name of entitle providing notice)

\_\_\_\_\_ I/We do request an Owner's Policy of Title Insurance.

\_\_\_\_\_ I/We do not request an Owner's Policy of Title Insurance.

Dated: \_\_\_\_\_

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

HARTER, SECREST & EMERY LLP  
700 Midtown Tower Rochester New York 14604-2070

ATTORNEYS AT LAW

TEL: (716) 232-6500

Fax: (716) 232-2152

December 13, 2000

Client: *RYAN homes, inc.*

Re: Mortgage Title Insurance (Conv./Fixed)  
Mortgage Amount: \$TBD  
MTIC File No.: HSE Y2K 872(C)  
HS&E File No.: 27751.000036

Premises:

Street: *Clover Street*

Subdivision:

Town: *Pittsford*

Lot:

County: *Monroe*

Coverage:

Owners: \$TBD

Insured Owners: *N/A*

Loan: \$ (*As Above*)

Premium: \$ TBD

Premium: \$ TBD

Insured Lender: *Clover Estates Homeowners Association, Inc.*

Endorsements: (\$25.00 each) NONE

Invoice Total:

\$ TBD

*Please make checks payable to Harter, Secrest & Emery LLP and send payment and curatives for the Final Title Policy directly to this office - Attn: Annette Ciriello. Thank you.*

cc: Monroe Title Insurance Corporation  
Harter, Secrest & Emery LLP/Attention: Accounting Department

Record and Return to: •  
Box 80 - WNL

## WARRANTY DEED

**THIS INDENTURE** is made this \_\_\_ day of \_\_\_\_\_, 2001, between **RYAN homes, inc.**, a New York corporation with an address of 26 State Street, Pittsford, New York 14534 ("Grantor") and **CLOVER ESTATES HOMEOWNERS ASSOCIATION, INC.**, a New York corporation with an address of 26 State Street, Pittsford, New York 14534 ("Grantee").

**WITNESSETH**, that the Grantor, in consideration of One and 00/100 Dollar (\$1.00) paid by the Grantee, hereby grants and releases unto the Grantee, the distributees, successors and assigns of the Grantee forever,

**ALL THAT TRACT OR PARCEL OF LAND**, as described in Schedule "A" attached hereto and made a part hereof.

**THIS CONVEYANCE** is made and accepted subject to covenants, easements and restrictions of record, if any, affecting the above described premises.

Consideration is less than \$100.00.

**TAX ACCOUNT NO.:** Part of # \_\_\_\_\_  
**PROPERTY ADDRESS:** Clover Street, Pittsford, New York  
**TAX MAILING ADDRESS:** 26 State Street, Pittsford, New York 14534

**TOGETHER** with the appurtenances and all the estate and rights of the Grantor in and to said premises.

**TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever. **AND** the Grantor covenants as follows:

1. The Grantee shall quietly enjoy the said premises;
2. The Grantor will forever warrant the title to said premises;

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "Grantor" and "Grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

**IN WITNESS WHEREOF**, the Grantor has executed this Deed the day and year first above written.

**RYAN homes, inc.**

By: \_\_\_\_\_  
**CHARLES F. RYAN, II, PRESIDENT**

STATE OF NEW YORK)  
COUNTY OF MONROE) ss:

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared **CHARLES F. RYAN, III**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

## SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND containing 0.370 acres, more or less, situate in part of Town Lot 57, Township 12, Range 5, in the Town of Pittsford, County of Monroe, State of New York as shown on a map entitled "Clover Estates Subdivision Plan," prepared by The Sear-Brown Group, having drawing number 15695 SU 1 and being more particularly bounded and described as follows:

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- 1) S 69°31'00"E, a distance of 48.20 feet to a point of curvature; thence
- 2) Southeasterly, along a curve to the right, having a radius of 35.00 feet, through a central angle of 25°00'00", a distance of 15.27 feet to a point of tangency; thence
- 3) S 44°31'00"E, a distance of 114.11 feet to a point of curvature; thence
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- 9) S 65°29'00"E, a distance of 5.97 feet to a point of curvature; thence
- 10) Easterly, along a curve to the left, having a radius of 75.00 feet, through a central angle of 22°54'00", a distance of 29.98 feet to a point of tangency; thence
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- 12) Easterly and southeasterly, along a curve to the right, having a radius of 205.00 feet, through a central angle of 20°09'00", a distance of 72.10 feet to a point of tangency; thence
- 13) S 68°14'00"E, a distance of 64.00 feet to a point of curvature; thence
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- 19) N 06°39'00"E, a distance of 49.50 feet to a point of curvature; thence
- 20) Northwesterly and westerly, along a curve to the left, having a radius of 22.50 feet, through a central angle of 90°00'00", a distance of 35.34 feet to a point of tangency; thence

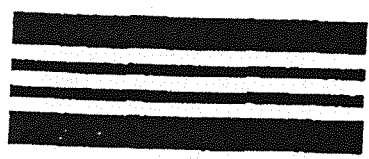
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- 34) N 88°23'00"W, a distance of 88.70 feet to a point of curvature; thence
- 35) Westerly, along a curve to the right, having a radius of 125.00 feet, through a central angle of 22°54'00", a distance of 49.96 feet to a point of tangency; thence
- 36) N 65°29'00"W, a distance of 5.50 feet to a point of curvature; thence
- 37) Westerly and southwesterly, along a curve to the left, having a radius of 5.00 feet, through a central angle of 90°00'00", a distance of 7.85 feet to a point of tangency; thence
- 38) S 24°31'00"W, a distance of 96.80 feet to a point; thence



- 39) S 05°29'00"E, a distance of 49.59 feet to a point of curvature; thence
- 40) Southerly, westerly and northerly, along a curve to the right, having a radius of 57.50 feet, through a central angle of 240°00'00", a distance of 240.86 feet to a point of tangency; thence
- 41) N 54°31'00"E, a distance of 49.59 feet to a point; thence
- 42) N 24°31'00"E, a distance of 142.30 feet to a point of curvature; thence
- 43) Northerly, along a curve to the left, having a radius of 170.00 feet, through a central angle of 44°02'00", a distance of 130.65 to a point of compound curvature; thence
- 44) Northwesterly, along a curve to the left, having a radius of 35.00 feet, through a central angle of 25°00'00", a distance of 15.27 feet to a point of tangency; thence
- 45) N 44°31'00"W, a distance of 114.11 feet to a point of curvature; thence
- 46) Northwesterly, along a curve to the left, having a radius of 35.00 feet, through a central angle of 25°00'00", a distance of 15.27 feet to a point of tangency; thence
- 47) N 69°31'00"W, a distance of 48.20 feet to a point on the easterly right-of-way line of the aforementioned Clover Street; thence
- 48) N 20°29'00"E, along the easterly right-of-way line of said Clover Street a distance of 50.00 feet to the Point or Place of Beginning.

Tax Map ID Number: Part of 163.02-1-35.17

MONROE COUNTY CLERK'S OFFICE  
County Clerk's Recording Page



Return To:

BOX 80  
(WNL)

Index DEEDS  
Book 09407 Page 01  
No. Pages 0005  
Instrument DEED  
Date : 1/03/2001  
Time : 1:27:00  
Control # 200101030587

RYSON PROPERTIES INC

RYAN HOMES INC

TT# TT 0000 010234

Employee ID DB

FILE FEE-S	\$	26.75
FILE FEE-C	\$	8.25
REC FEE	\$	15.00
	\$	.00
TRANS TAX	\$	.00
MISC FEE-C	\$	5.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	55.00

MORTGAGE TAX

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

STATE OF NEW YORK  
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

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

TRANSFER AMT	\$	.00
TRANSFER TAX	\$	.00

Maggie Brooks, County Clerk



0094070101

Record and Return to  
Box 80 - WNL

WARRANTY DEED

THIS INDENTURE is made this 29<sup>th</sup> day of December, 2000, between RYSON PROPERTIES, INC., a New York corporation with an address of 26 State Street, Pittsford, New York 14534 ("Grantor") and RYAN HOMES, INC., a New York corporation with an address of 26 State Street, Pittsford, New York 14534 ("Grantee")

WITNESSETH, that the Grantor, in consideration of One and 00/100 Dollar (\$1 00) paid by the Grantee, hereby grants and releases unto the Grantee, the distributees, successors and assigns of the Grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, as described in Schedule "A" attached hereto and made a part hereof

THIS CONVEYANCE is made and accepted subject to covenants, easements and restrictions of record, if any, affecting the above described premises

Consideration is less than \$100 00

TAX ACCOUNT NO Part of # 163.42-1-35.17

PROPERTY ADDRESS Clover Street, Pittsford, New York

TAX MAILING ADDRESS: 26 State Street, Pittsford, New York 14534

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever. AND the Grantor covenants as follows

1. The Grantee shall quietly enjoy the said premises,
2. The Grantor will forever warrant the title to said premises,

This deed is subject to the trust provisions of Section 13 of the Lien Law The words "Grantor" and "Grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

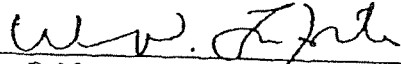
IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above written

RYSON PROPERTIES, INC.

By Charles F. Ryan, II, President  
CHARLES F. RYAN, II, PRESIDENT

STATE OF NEW YORK)  
COUNTY OF MONROE) ss

On this 29<sup>th</sup> day of December, in the year 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared **CHARLES F. RYAN, III**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

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

WILLIAM N. LaFURIE  
Notary Public State of New York  
MONROE COUNTY  
Commission Expires Sept 30, 2001

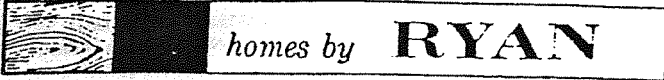
## DESCRIPTION OF CLOVER ESTATES

All that tract or parcel of land containing 13 747 acres, more or less, situate in part of Town Lot 57, Township 12, Range 5, in the Town of Pittsford, County of Monroe, State of New York as shown on a map entitled "Clover Estates Subdivision Plan," prepared by The Sear-Brown Group, having drawing number 15695 SU 1 and being more particularly bounded and described as follows

Beginning at a point on the easterly right-of-way line of Clover Street - Rt 65 (width varies) at the intersection with the northerly easement line of Connemara Drive, said point being 1,273 28 feet southerly, as measured along said easterly right-of-way line, from the southerly right-of-way line of Tobey Road (49 5' wide), thence

- 1) S 69°31'00"E, a distance of 105 65 feet to a point of curvature, thence
- 2) Southeasterly, along a curve to the right, having a radius of 50 00 feet, through a central angle of 25°00'00", a distance of 21 82 feet to a point of tangency, thence
- 3) S 44°31'00"E, a distance of 39 38 feet to a point of curvature, thence
- 4) Southeasterly and Southerly, along a curve to the right, having a radius of 50 00 feet, through a central angle of 30°00'00", a distance of 26 18 feet to a point of tangency, thence
- 5) S 14°31'00"E, a distance of 16 82 feet to a point of curvature, thence
- 6) Southeasterly, along a curve to the left, having a radius of 50 00 feet, through a central angle of 11°50'10", a distance of 10 33 feet to a point of reverse curvature, thence
- 7) Southerly, along a curve to the right, having a radius of 220 00 feet, through a central angle of 14°34'05", a distance of 55 94 feet to a point, thence
- 8) N 88°58'00"E, a distance of 107 02 feet to a point, thence
- 9) N 48°04'00"E, a distance of 74 70 feet to a point, thence
- 10) N 11°41'00"E, a distance of 39 42 feet to a point, thence along the southerly line of lands of "Tobey Meadows Section 2" (Liber 302 of Maps, Page 43) for the next (2) two courses
- 11) S 45°00'01"E, a distance of 220 00 feet to a point, thence
- 12) N 89°37'18"E, a distance of 348 00 feet to a point, thence

- 13) S 00°22'42"E, along the westerly line of Lands of "Tobey Brook Condominium Phase II", a distance of 510 09 feet to a point, thence
  - 14) N 89°47'02"W, along the northerly line of lands now or formerly of Sheikh, Pearson, Viola, and Viola, a distance of 1122 22 feet to a point on the aforementioned easterly right-of-way line of Clover Street, thence along the said right-of-way line the following (2) Two courses
  - 15) N 15°56'26"E, a distance of 209 53 feet to a point, thence
  - 16) N 20°29'00"E, a distance of 582 00 feet to the Point or Place of Beginning
- Subject to any easements or encumbrances of record



26 STATE STREET • PITTSFORD, N.Y. 14534 • (716) 586-0300  
FAX: (716) 383-8893

December 12, 2000

State of New York  
Department of Law  
120 Broadway  
New York, New York 10271

**RE: CLOVER ESTATES HOMEOWNERS ASSOCIATION, INC.  
CLOVER STREET, TOWN OF PITTSFORD, MONROE COUNTY, NEW YORK**

To Whom It May Concern:

We are the Sponsor and the principals of the Sponsor of the Homeowners Association for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 22, and such other laws and regulations as may be applicable, including the application pursuant to CPS-7.

We have read the entire CPS-7 application, including the Sponsor's affidavit. We have investigated the facts set forth in the application and the underlying facts.

We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the application gives full disclosure as to the amenities included in the HOA and complies with the Attorney General's requirements for granting a CPS-7 application.

We certify that we shall correct any deficiencies in the original submission brought to our attention by the Department, serve such revisions on all purchasers, and offer rescission to such purchasers if required by the Department of Law.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Sworn to before me this 12<sup>th</sup>  
day of December 2000

Kathleen M. Meyer

Sworn to before me this 12<sup>th</sup>  
day of December 2000

Kathleen M. Meyer

RYAN homes, inc.

By: Charles F. Ryan, II, President  
Charles F. Ryan, II, President

Charles F. Ryan, II  
CHARLES F. RYAN, II

**HARTER, SECREST & EMERY LLP**  
ATTORNEYS AT LAW

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

700 MIDTOWN TOWER  
ROCHESTER, NEW YORK 14604-2070  
716-232-6500  
FAX 716-232-2152  
E-MAIL: wlaforte@hselaw.com

5551 Ridgewood Drive, Suite  
Naples, Florida 34108-27  
941-598-4444

6719 Winkler Road, Suite  
Fort Myers, Florida 33919  
941-489-1774

Please Reply To: Rochester  
Direct Dial: 716-231-142

One HSBC Center, Suite 3550  
Buffalo, New York 14203-2884  
716-853-1616  
111 Washington Avenue, Suite 206  
Albany, New York 12210-2206  
518-434-4377

December 28, 2000

State of New York  
Real Estate Financing Bureau  
NYS Department of Law  
120 Broadway - 23rd Floor  
New York, NY 10271

Re: Clover Estates Homeowners Association, Inc.  
Clover Street, Town of Pittsford, Monroe County, New York

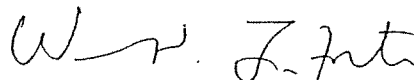
Dear To Whom It May Concern:

I am the attorney who prepared the CPS-7 application for the captioned property. I affirm as follows:

1. Enclosed for filing is an application for CPS-7 treatment for the above-captioned property submitted under the Simplified Procedures for Homeowners Associations with a De Minimis Cooperative Interest.
2. I am fully familiar with the provisions of Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 22.
3. I have prepared the application based on information from the Sponsor. I expressly disclaim any responsibility to have made an independent inspection of the property or investigation of the information furnished to me by the Sponsor.
4. I have no actual knowledge of any violation of Article 23-A of the General Business Law or Part 22 of the regulations promulgated by the Department of Law, nor do I have actual knowledge of any material fact omitted or any untrue statement of a material fact included in the application.

The above is affirmed under penalty of perjury for the benefit of all persons to whom this Offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business law and Penal Law.

Very truly yours,

  
William N. La Forte

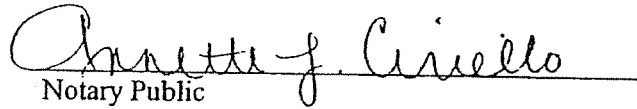
WNL/alc  
Enclosures



State of New York  
Real Estate Financing Bureau  
December 28, 2000  
Page 2

STATE OF NEW YORK)  
COUNTY OF MONROE) ss:

On this <sup>ym</sup> 28 day of December, in the year 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM N. LA FORTE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

ANNETTE L. CIRIELLO  
NOTARY PUBLIC, State of New York  
Qualified in Monroe County  
My Commission Expires December 31, 19~~2000~~2001

## ESCROW AGREEMENT

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 200\_, between RYAN HOMES, INC. ("Sponsor"), as Sponsor of the Offering Plan and HARTER, SECRET & EMERY LLP ("Escrow Agent"), as Escrow Agent.

WHEREAS, RYAN homes, inc. is the Sponsor of an Offering Plan to convert to cooperative ownership, the premises located at Clover Street, in the Town of Pittsford, Monroe County, New York, which premises are known as Clover Estates Homeowners Association, Inc.; and

WHEREAS, WILLIAM N. LA FORTE, ESQ., or any partner of Escrow Agent, is authorized to act as an Escrow Agent hereunder in accordance with General Business Law ("GBL") 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, Sponsor desired that Escrow Agent act as Escrow Agent for deposits and payments by purchasers and subscribers, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

### 1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

- 1.1 Sponsor and Escrow Agent hereby establish an escrow account with Escrow Agent for the purposes of holding deposits or payments made by purchasers or subscribers. The escrow account has been opened with \_\_\_\_\_ at its branch located at \_\_\_\_\_ . The account number is \_\_\_\_\_.
- 1.2 The name of the account is Clover Estates Homeowners Association, Inc. Trust Account.
- 1.3 Escrow Agent is the sole signatory on the account.
- 1.4 The escrow account shall be an interest-bearing account as disclosed in the Offering Plan.
- 1.5 The escrow account [is/is not] an IOLA established pursuant to Judiciary Law 497.

### 2. DEPOSITS INTO THE ESCROW ACCOUNT.

- 2.1 All funds received from prospective purchasers or subscribers prior to closing, whether in the form of checks, drafts, money order, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All instruments shall be made payable to, or endorsed by the purchaser or subscriber to the order of HARTER, SECRET & EMERY LLP, as Escrow Agent for the Clover Estates Homeowners Association, Inc. Offering Plan. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the

prospective purchaser or subscriber promptly, but in no event more than five (5) business days following receipt of such instrument by Escrow Agent. In the event of such return of funds, the instrument shall be deemed not to have been delivered to Escrow Agent pursuant to the terms of this Agreement.

- 2.2 Within ten (10) business days after tender of the deposit submitted with the subscription or purchase agreement, Escrow Agent shall notify the purchaser of the deposit of such funds in the Bank indicated in the Offering Plan, provide the account number, and disclose the initial interest rate. If the purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase and rescind within ninety (90) days after tender of the deposit, or may apply to the Attorney General for relief. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited in accordance with these regulations and requisite notice was timely mailed to the subscriber or purchaser.

### 3. RELEASE OF FUNDS.

- 3.1 Escrow Agent shall not release the escrowed funds of a defaulting purchaser until after consummation of the Plan as defined in the Attorney General's regulations. Consummation of the Plan shall not relieve Sponsor of its fiduciary obligations pursuant to GBL 352-h.
- 3.2 Escrow Agent shall continue to hold the funds in escrow until otherwise directed in (a) a writing signed by both Sponsor and purchaser or (b) a determination of the Attorney General, or (c) a judgment or Order of a Court of competent jurisdiction, or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.
- 3.3 Sponsor shall not object to the release of the escrowed funds to (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan, or (b) all purchasers after an Amendment abandoning the Plan is accepted by filing by the Department of Law.
- 3.4 If there is no written agreement between the parties to release the escrowed funds, Escrow Agent shall not pay the funds to Sponsor until Escrow Agent has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to Sponsor unless the purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and has so notified Escrow Agent in accordance with such provisions.

### 4. RECORDKEEPING.

- 4.1 Escrow Agent shall maintain all records concerning the escrow account for seven (7) years after release of the funds.
- 4.2 Upon the dissolution of a law firm which was Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the

maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3 Escrow Agent shall make available to the Attorney General, upon his request, all books and records of Escrow Agent relating to the funds deposited and disbursed hereunder.

**5. GENERAL OBLIGATIONS OF ESCROW AGENT.**

5.1 Escrow Agent shall maintain the accounts called for in this Agreement under the direct supervision and control of Escrow Agent.

5.2 A fiduciary relationship shall exist between Escrow Agent and Purchasers, and Escrow Agent acknowledges its fiduciary obligations.

**6. RESPONSIBILITIES OF SPONSOR.**

6.1 Sponsor agrees that Sponsor and its agents, including any selling agents, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to Escrow Agent.

6.2 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and compliance with the Attorney General's regulations.

**7. TERMINATION OF AGREEMENT.**

7.1 This Agreement shall remain in effect unless and until it is cancelled, by either:

(a) Written notice given by Sponsor to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an Amendment with the Department of Law providing for a successor Escrow Agent; or

(b) The resignation of Escrow Agent upon giving notice to Sponsor of its desire to so resign, which resignation shall take effect only upon the filing of an Amendment with the Department of Law providing for a successor Escrow Agent; or

(c) All shares or units offered pursuant to the Plan have been sold and all sales transactions have been consummated.

7.2 Upon termination of the duties of Escrow Agent as described in Paragraph 7.1 above, Escrow Agent shall deliver any and all funds held by it in escrow and any and all contracts or documents maintained by Escrow Agent to the new Escrow Agent.

**8. SUCCESSORS AND ASSIGNS.**

8.1 This Agreement shall be binding upon Sponsor and Escrow Agent and their successors and assigns.

**9. GOVERNING LAW.**

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

**10. ESCROW AGENT'S COMPENSATION.**

10.1 Sponsor agrees that Escrow Agent's compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to Escrow Agent, if any, shall not be deducted from escrowed funds by any financial institution under any circumstance.

**11. SEVERABILITY.**

11.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**12. ENTIRE AGREEMENT.**

12.1 This Agreement, read together with the GBL 352-e(2-b) and the Attorney General's regulations constitutes the entire agreement between the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day and year first above written.

**ESCROW AGENT:**

**HARTER, SECREST & EMERY LLP**

BY: \_\_\_\_\_  
**WILLIAM N. LA FORTE, PARTNER**

**SPONSOR:**

**RYAN HOMES, INC.**

BY: \_\_\_\_\_  
**CHARLES F. RYAN, II, PRESIDENT**

Dispute Resolution

APPLICATION TO THE ATTORNEY GENERAL  
FOR A DETERMINATION ON THE  
DISPOSITION OF DOWNPAYMENTS

[Send this application to the reviewing attorney assigned to the subject plan.]

Re: Address of Building or  
Name of Project  
File Number: \_\_\_\_\_

Application is made to the Attorney General to consider and determine the disposition of down payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name \_\_\_\_\_  
of Applicant
2. Address \_\_\_\_\_  
of Applicant
3. Name, Address, and Telephone Number  
of Applicant's Attorney (if any) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. This is an application for  
 return of downpayment  
 forfeiture of downpayment  
 other: \_\_\_\_\_
5. The project is  a conversion of occupied premises  
 newly constructed or rehabilitated  
 vacant (as is)
6. The project is structured as \_\_\_\_\_  
 a cooperative  
 a condominium  
 a homeowners association  
 a timeshare  
 other: \_\_\_\_\_

7. Name and Address of Sponsor: \_\_\_\_\_  
\_\_\_\_\_
8. Name and Address of Escrow Agent: \_\_\_\_\_  
\_\_\_\_\_
9. If downpayments are maintained in an escrow account:
- (a) Name of account \_\_\_\_\_
  - (b) Name and address of bank \_\_\_\_\_  
\_\_\_\_\_
  - (c) Account number (if known) \_\_\_\_\_
  - (d) Initial interest rate (if known) \_\_\_\_\_
10. If downpayments have been secured by bonds:
- (a) Name and address of bond issuer or surety: \_\_\_\_\_  
\_\_\_\_\_
  - (b) Copy of bond included in this application. (DO NOT SEND ORIGINAL BOND.) If not included, explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. If downpayments have been secured by a letter of credit:
- (a) Name and address of bank which issued the Letter of credit:  
\_\_\_\_\_  
\_\_\_\_\_
  - (b) Date of expiration of the Letter of credit, if known:  
\_\_\_\_\_
12. Plan information:
- (a) Date of filing of plan: \_\_\_\_\_
  - (b) Plan
    - has been declared effective.  
Approximate date: \_\_\_\_\_
    - has not been declared effective

(c) If effective, the plan

has closed or the first unit has closed  
Approximate date: \_\_\_\_\_

has not closed

don't know

(d) Downpayments are secured by

escrow account

bonds

letter of credit

13. Contract information:

(a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)

(b) Date on which subscription or purchase agreement was signed:  
\_\_\_\_\_

(c) Date(s) of downpayment(s): \_\_\_\_\_

(d) Total amount of downpayment(s): \_\_\_\_\_

(e) Names and addresses of subscribers or purchasers affected by this application:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. I am contemporaneously sending a copy of this application to the following persons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: You are required to mail a copy of this Application to all other affected parties.



In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Telephone (Home): \_\_\_\_\_

Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

STATE OF NEW YORK DEPARTMENT OF LAW  
BUREAU OF REAL ESTATE FINANCING  
SPONSORS AND SELLING AGENTS BROKER DEALER STATEMENT

Check or money order for filing fee, payable to New York State Department of Law, must be attached. Filing fee, which is good for four years, is \$200 plus \$10 for each partner, proprietor, principal, officer or director.

Out-of-state or foreign firms must attach a certified copy of a designation for the service of process from the Secretary of State.

Attach additional sheets if space provided is inadequate. For assistance in completing form, call Real Estate Financing Bureau: (212) 416-8106.

Remit to: Real Estate Financing Bureau, N.Y.S. Department of Law, 120 Broadway, New York, N.Y. 10271.

Name of Registrant RYAN homes, inc.

Address 26 State Street, Pittsford, New York 14534

Other offices, if any \_\_\_\_\_

1. Registrant is a  corporation  
 general partnership  
 limited partnership  
 other, specify \_\_\_\_\_

Organized under the laws of New York State

2. Registrant is a  sponsor.  
 selling agent. If a licensed real estate broker, give state license number and expiration date  
 holder of unsold shares of a cooperative corporation.  
 purchaser for investment or resale of unsold shares of a cooperative corporation.  
 seller of interests in a homeowners association.  
 other, specify \_\_\_\_\_

3. If registrant is a new or substitute sponsor of a cooperative, condominium or homeowners association or a holder of unsold shares of a cooperative corporation, has this been disclosed in an offering plan or amendment? Yes  No

4. Address, and name, if any, of cooperative, condominium or homeowners association which gave rise to this filing. Tobey Meadows Homeowners Association, Inc.

5. Registrant intends to offer
- stock of cooperative housing corporation
  - condominium units (including stock of or membership in condominium associations or corporations)
  - homeowners association interests in real estate.

6. The offering will be made in
- New York State only
  - New York and other states: specify \_\_\_\_\_

7. The offering will be made by
- officers, directors and employees of registrant
  - selling agent. If so, give name(s) and address(es): \_\_\_\_\_

8. Has issuer, any officer, director, principal or partner ever
- A. been suspended or expelled from membership in any securities exchange, association of securities dealers or investment advisors or counsel . . . . . Yes  No
  - B. had a license or registration as a dealer, broker, investment advisor or sales person denied, suspended or revoked? . . . . . Yes  No
  - C. been enjoined or restrained by any court or agency from
    - 1. the issuance, sale or offer for sale of securities? . . . . . Yes  No
    - 2. rendering securities advice or counsel? . . . . . Yes  No
    - 3. handling or managing trading accounts? . . . . . Yes  No
    - 4. continuing any practice in connection with securities? . . . . . Yes  No
  - D. been convicted of any crime? . . . . . Yes  No
  - E. used or been known by any other name?  
IF "yes", give other name(s) . . . . . Yes  No

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  - F. been the subject of any professional disciplinary proceeding . . . . . Yes  No

G. been adjudged a bankrupt or made a general assignment for benefit of creditors or been an officer, director or principal or any entity which was reorganized in bankruptcy, adjudged a bankrupt or made a general assignment for benefit of creditors . . . . . Yes [ ] No [X]

H. has an offering of securities within the last three years or been an officer, director, principal or partner of any entity which had an offering of securities within the last three years . . . . . Yes [ ] No [X]

If any answer to "A", "B", "C", "D", "E", "F", "G", "H", is "Yes", attach statement of full particulars, giving date, nature of offense, title and location of agency or court involved, circumstances and final disposition.

9. List names and residence addresses of all securities salespersons (if none, so indicate)  
RYAN, homes, inc. salesperson:

Thomas W. Kayes, 13 Surrey Place, Penfield, New York 14526

10. Provide the following information for each proprietor, officer, director, principal or partner.

A. Name: Charles F. Ryan, II Title: President

Home Address: 68 Woodbury Place, Rochester, NY 14618 Phone: 716-381-6599

Place of Birth: Rochester, New York Date of Birth: July 20, 1954

Social Security No.: 115-38-6599 Other home address for past ten years:

24 Split Rock Road, Pittsford, New York 14534

Complete employment and business affliction record for the past five years: include periods of self employment and unemployment. Include all corporations and other entities where person holds or held a substantial equity or controlling interest.

FROM Mo. Yr.	TO Mo. Yr.	EMPLOYER OR BUSINESS AFFILIATION Name Address	POSITION HELD
9 1976	Present	RYAN homes, inc. 26 State Street Pittsford, NY 14534	President

B. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ Other home address for past ten years:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Complete employment and business affliction record for the past five years: include periods of self employment and unemployment. Include all corporations and other entities where person holds or held a substantial equity or controlling interest.

FROM Mo. Yr.	TO Mo. Yr.	EMPLOYER OR BUSINESS AFFILIATION Name Address	POSITION HELD

C. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_ Other home address for past ten years:

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Complete employment and business affiliation record for the past five years: include periods of self employment and unemployment. Include all corporations and other entities where person holds or held a substantial equity or controlling interest.

FROM Mo. Yr.	TO Mo. Yr.	EMPLOYER OR BUSINESS AFFILIATION Name Address	POSITION HELD

D. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_ Other home address for past ten years:

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Complete employment and business affliction record for the past five years: include periods of self employment and unemployment. Include all corporations and other entities where person holds or held a substantial equity or controlling interest.

FROM Mo. Yr.	TO Mo. Yr.	EMPLOYER OR BUSINESS AFFILIATION Name Address	POSITION HELD

E. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_ Other home address for past ten years: \_\_\_\_\_

Complete employment and business affliction record for the past five years: include periods of self employment and unemployment. Include all corporations and other entities where person holds or held a substantial equity or controlling interest.

FROM Mo. Yr.	TO Mo. Yr.	EMPLOYER OR BUSINESS AFFILIATION Name Address	POSITION HELD

11. The undersigned constitute all proprietors, officers, directors, principals or partners of the registrant. Each hereby states and represents that all statements contained herein are true and correct and understands that any false statement shall constitute a violation of Article 23-A of the General Business Law.

<u>SIGNATURE</u>	<u>NAME AND TITLE</u> <u>(PLEASE TYPE OR PRINT)</u>	<u>DATE</u>
<u>Charles F. Ryan, II</u>	<u>Charles F. Ryan, II</u>	<u>February 27, 1998</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____



**STATISTICAL RECORD**

NAME OF PROJECT Clover Estates Homeowners Association, Inc.

ADDRESS Clover Street

CITY Pittsford COUNTY Monroe STATE NY ZIP 14534

SPONSOR RYAN homes, inc.  
(LIST INDIVIDUAL PRINCIPALS ON BACK OF CARD)

ADDRESS 26 State Street, Pittsford, New York 14534

SPONSOR'S ATTORNEY (Firm) Harter, Secrest & Emery LLP

BY William N. La Forte TEL. NO. 716-231-1426

ADDRESS 700 Midtown Tower, Rochester, New York 14604

**CHECK APPLICABLE ITEMS:**

- |  |  |
|--|--|
| <input type="checkbox"/> Pt 17 (Coop)                  | <input type="checkbox"/> Pt 21 (NC/Vac Coop) |
| <input type="checkbox"/> Pt 18 (Occ. Coop)             | <input type="checkbox"/> Pt 22 (Homeowners)  |
| <input type="checkbox"/> Pt 19 (Condo)                 | <input type="checkbox"/> Pt 23 (Occ. Condo)  |
| <input type="checkbox"/> Pt 20 (NC/Vac Condo)          | <input type="checkbox"/> Pt 24 (Timeshare)   |
| <input checked="" type="checkbox"/> Other <u>CPS-7</u> |  |

File NO: \_\_\_\_\_  
**FOR OFFICE USE ONLY**

DEPOSIT \$ \_\_\_\_\_  
REC./DATE \_\_\_\_\_  
BALANCE \$ \_\_\_\_\_  
REC./DATE \_\_\_\_\_  
INIT. PP \$ \_\_\_\_\_  
PP on Accep. \_\_\_\_\_  
Date \_\_\_\_\_  
CPS-1 Date \_\_\_\_\_  
CPS-7 Date \_\_\_\_\_  
Atty. \_\_\_\_\_  
Date Acc. \_\_\_\_\_  
Rec. No. \_\_\_\_\_

KEY DATES:  
PLAN REC'D \_\_\_\_\_  
ASSIGNED TO: \_\_\_\_\_

REJECTED: \_\_\_\_\_  
WITHDRAWN: \_\_\_\_\_  
ABANDONED: \_\_\_\_\_  
ACCEPTED: \_\_\_\_\_  
EFFECTIVE: \_\_\_\_\_  
NO. OF UNITS SOLD: \_\_\_\_\_

**CLOVER ESTATES**  
**PURCHASE AGREEMENT**

Agreement made and dated \_\_\_\_\_, 2001 (the "Agreement") between **RYAN homes, inc.**, a New York corporation having its office at 26 State Street, Pittsford, New York 14534 (hereinafter called the "Seller") and \_\_\_\_\_ residing at \_\_\_\_\_ (hereinafter called the "Purchaser").

WHEREAS, the Seller desires to offer for sale homes in a project known as the Clover Estates Subdivision situated on land owned by Seller on Clover Street in the Town of Pittsford, Monroe County, New York, and the Purchaser is desirous of purchasing a home therein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the parties hereto mutually agree as follows:

1. **LOT AND UNIT:** The Purchaser hereby agrees to purchase and the Seller agrees to sell the Lot designated as Lot No.: \_\_\_\_\_ (the "Lot") upon which the Seller will construct a single family residential home in accordance with plans and specifications agreed to by the parties (the "Unit") as shown on the plot plan, together with membership in the Clover Estates Homeowners Association, Inc. (hereafter the "Association"), which will hold title to the common area appurtenant thereto.
2. **BUILDING PERMIT:** The Seller will obtain a building permit from the Town of Pittsford which will permit the Seller to construct the home in conformity with the New York State Building Code for single family dwellings.
3. **HOA DECLARATION:** The Seller has exhibited and delivered to the Purchaser and the Purchaser has read and agrees to be bound by that certain Declaration of Covenants, Conditions, Easements and Restrictions (the "Declaration") and the By-Laws for the Association, all of which are incorporated herein by reference and which are made a part of this Agreement with the same force and effect as if set forth in full herein. The Purchaser acknowledges that he is purchasing a Unit together with an interest in the Association, and that except as stated in this Agreement (and as set forth in the Declaration and By-Laws), he has not relied on any schedules, advertisements, representations or other statements of any kind or nature made by the Seller or otherwise,

including, but not limited to, the estimated common charges or other expenses in connection therewith.

The Declaration will be recorded by Seller in the Office of the Clerk of Monroe County, prior to the conveyance of the first Unit as set forth in the CPS-7 Application. The Declaration and By-Laws delivered to the Purchaser, when recorded by the Seller, will be substantially in the form and substance as the Declaration and By-Laws delivered to the Purchaser and any changes therein will not substantially adversely affect the Purchaser.

4. **INABILITY TO CONVEY:** It is specifically understood and agreed that in the event the Seller shall be unable to deliver or cause to be delivered a deed to the Unit to the Purchaser in accordance with this Agreement because of the inability of the Seller to complete the Unit as part and parcel of the subdivision plan, then the Seller shall immediately notify the Purchaser and thereupon this Agreement shall terminate and the sole liability between the parties shall be the return by the Seller to the Purchaser of the Purchaser's deposits under this Agreement.

5. **CLOSING:** The closing of title shall take place at an office to be designated by Seller or by Purchaser's lending institution on or about \_\_\_\_\_ 20\_\_\_\_, or such other date as may be designated by Seller upon seven (7) days written notice from Seller that the Unit is available for occupancy and that a certificate of occupancy is available from the Town of Pittsford (the "Closing"). Time is of the essence in regard to this provision. The Seller shall be entitled to a reasonable adjournment in the Closing in the event of a delay by reason of weather conditions, strikes or material shortages, or delays in inspections and reports thereon.

6. **PURCHASE PRICE:**

Basic Purchase Price: The basic purchase price is \$ \_\_\_\_\_ payable as follows:

- (i) \$ \_\_\_\_\_, ten percent (10%) on the signing of this Agreement, the receipt whereof is hereby acknowledged (the "Deposit");
- (ii) \$ \_\_\_\_\_, thirty percent (30%) additional when roof is on (the "Additional Deposit");
- (iii) \$ \_\_\_\_\_, thirty percent (30%) additional when drywall is completed (the "Additional Deposit");
- (iv) \$ \_\_\_\_\_, balance by certified or bank cashier's check at the Closing;
- (v) Any extras shall be paid for at time of execution of change order.

7. **PURCHASER'S MORTGAGE:** This Agreement is subject to the Purchaser securing a written mortgage commitment for a conventional mortgage loan for at least \$ \_\_\_\_\_, within four (4) weeks from the execution of this Agreement, and if Purchaser is unable to secure such commitment, any deposit shall be returned to Purchaser and this Agreement shall thereupon become void. Purchaser shall notify Seller in writing immediately upon receipt of a commitment, or of the Purchaser's inability to secure same, and construction shall not start until Seller has received notification that Purchaser has received a commitment and a copy has been provided to Seller.

8. **ADJUSTMENTS AT CLOSING AND CLOSING COSTS:** All real estate taxes, pure water or water pollution control charges shall be adjusted as of the Closing in accordance with local custom. In addition, Purchaser shall pay at Closing the prorated share of the Association common expenses assessment as provided for in the Declaration.

Seller will pay the real property transfer tax and for filing the New York State Transfer Tax Return. Purchaser shall pay for recording the deed and for any mortgage tax on a mortgage which the Purchaser obtains for the purchase of the Unit.

9. **CAPITAL CONTRIBUTION:** Purchaser shall contribute \$200.00 to the Association at the Closing as initial working capital.

10. **DEPOSIT ESCROW:** All deposits, down-payments or advances made by a Purchaser for a Unit shall be held in a special escrow account pending delivery of the completed Unit and a deed thereto, unless Sponsor elects to protect Purchaser's interest therein by the furnishing of letters of credit from Charter One Bank, F.S.B. Rochester, New York in an amount equal to any such deposits, down-payments or advances that Sponsor may use. All deposits made by Purchaser hereunder shall be received by Seller in trust for Purchaser to be applied, returned or retained in accordance with Sections 352-e(2)(b) and 352-h of the General Business Law of the State of New York and in accordance with or as provided in this Agreement and shall be held in an attorney's segregated special escrow account in HSBC Bank (USA), One HSBC Plaza, Rochester, New York, entitled, **CLOVER ESTATES HOMEOWNERS ASSOCIATION, INC., ESCROW ACCOUNT**. Withdrawals from this escrow account shall be made only upon the consent of Harter, Secrest & Emery LLP, William N. La Forte, of counsel, attorneys for the Seller ("Escrow Agent"). Upon transfer of title to the Purchaser, all Deposits shall be paid to the Seller.

property herein described. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the property, not provided for in this Agreement, out of the monies to be paid by the Purchaser at the time of closing of title.

16. **RISK OF LOSS:** The risk of loss or damage to the Unit by fire or any other cause until the delivery of the Deed is assumed by the Seller.

17. **SUCCESSORS AND ASSIGNS:** The parties agree that the stipulations and agreements herein contained shall be binding upon them, their respective heirs, executors, administrators and/or assigns. The Purchaser agrees that he will not record or assign this Agreement or any of his rights hereunder without the written consent of the Seller. Any notice to be given hereunder shall be in writing and sent by certified mail to the parties at the address above given or at such address as either party may hereafter designate to the other in writing.

18. **LIMITED WARRANTY:** A Limited Home Warranty is provided by the Seller and a copy of that Limited Warranty has been provided to the Purchaser prior to the execution of this Agreement. This Limited Home Warranty replaces and excludes the Housing Merchant Implied Warranty which is provided by 777-a of the General Business Law of the State of New York. A copy of the express terms of the Limited Warranty are annexed to and incorporated in this Agreement. ***PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THE LIMITED WARRANTY PRIOR TO THE EXECUTION OF THIS AGREEMENT.***

19. **BROKER:** The parties agree that no broker brought about this sale and Purchaser agrees to indemnify Seller against any claim brought for brokerage based upon Purchaser's act.

20. **MISCELLANEOUS:** If two or more persons are named as the Purchaser herein, any one of them is hereby made agent for the other in all matters of any and every kind or nature affecting the premises herein or this Agreement.

This Agreement and the Offering Plan state the entire understanding of the parties and the Seller shall not be bound by any oral representations and/or agreements.

THIS WILL ACKNOWLEDGE THAT A COMPLETE COPY OF THE APPLICATION FOR CPS-7 TREATMENT AND A COPY OF THE LETTER GRANTING SUCH TREATMENT WAS DELIVERED TO ME AT LEAST 72 HOURS BEFORE I SIGNED THIS AGREEMENT AND MADE ANY DOWN PAYMENT PURSUANT TO THIS AGREEMENT.

Seller:

RYAN homes, inc.

Dated: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Purchaser:

Dated: \_\_\_\_\_

SSN # \_\_\_\_\_

Witness: \_\_\_\_\_

SSN # \_\_\_\_\_

Attorney for Seller:

**William N. La Forte, Esq.**

**1600 Bausch & Lomb Place**

**Rochester, NY 14604-2711**

Phone: **716-232-6500**

Fax: **716-232-2152**

Attorney for Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

including, but not limited to, the estimated common charges or other expenses in connection therewith.

The Declaration will be recorded by Seller in the Office of the Clerk of Monroe County, prior to the conveyance of the first Unit as set forth in the CPS-7 Application. The Declaration and By-Laws delivered to the Purchaser, when recorded by the Seller, will be substantially in the form and substance as the Declaration and By-Laws delivered to the Purchaser and any changes therein will not substantially adversely affect the Purchaser.

4. **INABILITY TO CONVEY:** It is specifically understood and agreed that in the event the Seller shall be unable to deliver or cause to be delivered a deed to the Unit to the Purchaser in accordance with this Agreement because of the inability of the Seller to complete the Unit as part and parcel of the subdivision plan, then the Seller shall immediately notify the Purchaser and thereupon this Agreement shall terminate and the sole liability between the parties shall be the return by the Seller to the Purchaser of the Purchaser's deposits under this Agreement.

5. **CLOSING:** The closing of title shall take place at an office to be designated by Seller or by Purchaser's lending institution on or about \_\_\_\_\_ 20\_\_\_\_, or such other date as may be designated by Seller upon seven (7) days written notice from Seller that the Unit is available for occupancy and that a certificate of occupancy is available from the Town of Pittsford (the "Closing"). Time is of the essence in regard to this provision. The Seller shall be entitled to a reasonable adjournment in the Closing in the event of a delay by reason of weather conditions, strikes or material shortages, or delays in inspections and reports thereon.

6. **PURCHASE PRICE:**

Basic Purchase Price: The basic purchase price is \$\_\_\_\_\_ payable as follows:

- (i) \$\_\_\_\_\_, ten percent (10%) on the signing of this Agreement, the receipt whereof is hereby acknowledged (the "Deposit");
- (ii) \$\_\_\_\_\_, thirty percent (30%) additional when roof is on (the "Additional Deposit");
- (iii) \$\_\_\_\_\_, thirty percent (30%) additional when drywall is completed (the "Additional Deposit");
- (iv) \$\_\_\_\_\_, balance by certified or bank cashier's check at the Closing;
- (v) Any extras shall be paid for at time of execution of change order.

11. **CONSTRUCTION:** The Seller agrees to construct the home in accordance with the plans and specifications agreed to by the parties and the requirements as to materials and workmanship of the Building Department of the Town of Pittsford and further agrees that when completed the home will be in substantial accordance with the plans as filed with the Town Building Department.

The Seller reserves the right to: (a) make changes or substitutions of materials or construction for items as set forth in the plans and specifications, provided any such changes are of comparable value and quality; (b) determine the grading, elevation and design of all plots and dwellings to fit into the general pattern of the project; and (c) determine elevation and location of foundations and streets to conform with topographical conditions.

12. **CONVEYANCE:** The deed shall be in proper statutory form for recording and shall be a Warranty Deed with lien covenants. It shall be duly executed and acknowledged by the Seller at the Seller's expense and shall contain a description of the premises as shall validly convey the Unit.

The Seller shall give and Purchaser shall accept a good and marketable title (subject to the terms of the Declaration) free and clear of all liens and encumbrances and such title as a title company acceptable to Seller will approve and insure for mortgagee and/or fee title insurance. Fee title insurance, if ordered by Purchaser or Purchaser's mortgagee, shall be purchased from said title company at Purchaser's own cost and expense. Seller shall furnish a redated abstract of title to the time of closing together with an instrument survey showing all improvements.

Anything to the contrary herein contained notwithstanding, it is specifically understood and agreed by the parties hereto that the acceptance of the delivery of the deed at the time of the Closing hereunder shall constitute full compliance by the Seller with the terms of this Agreement and none of the terms hereof, except as otherwise herein expressly provided, shall survive the delivery and acceptance of the deed. All representations contained in the Offering Plan shall survive delivery of the deed.

At the Closing, the Seller will deliver a Certificate of Occupancy from the Town of Pittsford covering the Unit and it is further agreed that title will not close until a temporary or permanent certificate of occupancy has been issued.

13. **RETAINED TEMPORARY EASEMENT FOR CONSTRUCTION:** The Seller shall retain a temporary easement for construction purposes over, on, under and through the lot to be conveyed hereunder. This temporary construction easement shall be for the purposes of the Seller having ingress and egress with people and machinery for the purposes of constructing units on adjacent



lots. This temporary easement shall terminate and shall be of no further force and effect upon the record transfer of title from the Seller to purchasers of the immediately adjacent lots.

The Seller agrees to restore the premises to a condition which existed prior to the entry by the Seller, including planting grass and other vegetation where necessary.

The Seller agrees to indemnify, and hold the Purchaser, its successors and assigns, harmless from and against all liability, loss, damage or expense in the event of personal injury or personal property damage suffered by the Seller as a result of the Seller's use of the easement area, except such loss, damage or expense caused by the intentional acts or negligence of the Purchaser, its agents, servants, employees and contractors.

14. **SELLER'S LIABILITY:** The Seller's liability under this Agreement for failure to complete and/or deliver a Unit for any reasons other than Seller's willful default shall be limited to the return of the money paid hereunder, and upon the return of said money, this Agreement shall be null and void and the parties hereto shall be released from any and all liability hereunder. In any event, the Seller shall not be required to bring any action or proceeding or otherwise incur any reasonable expense to render the title to the premises marketable or to cure any objection to title.

In the event the Seller shall be unable to convey title to the Unit on or before six (6) months after the date of delivery of title set forth herein, except for the Purchaser's default, the Purchaser shall have the option to cancel this Agreement and to have the deposits returned to the Purchaser with interest.

15. **CONTRACT CANCELLATION:** The parties hereto do hereby agree that the Seller may cancel this Agreement by forwarding its check in the full amount paid by Purchaser, together with a notice in writing, addressed to the Purchaser at the address hereinabove set forth in the event of the occurrence of any of the following: (1) if any governmental bureau, department or subdivision thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions shall prevent the Seller from obtaining such materials from its regular suppliers or from using same in the construction and/or completion of the homes; or (2) if the Seller is unable to obtain materials from its usual sources due to strikes, lockouts, war, bankruptcy of suppliers or subcontractors, military operations and requirements, national emergencies, or the installation of public utilities is restricted or curtailed; or (3) if purchaser's requests are, in the sole opinion of the Seller, unreasonable.

The existence of unpaid taxes or liens of any kind at the time of Closing shall not constitute an objection to title, provided the Seller shall deposit a sufficient amount with a title company so that said company shall be willing to insure against collection of same from the

property herein described. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the property, not provided for in this Agreement, out of the monies to be paid by the Purchaser at the time of closing of title.

16. **RISK OF LOSS:** The risk of loss or damage to the Unit by fire or any other cause until the delivery of the Deed is assumed by the Seller.

17. **SUCCESSORS AND ASSIGNS:** The parties agree that the stipulations and agreements herein contained shall be binding upon them, their respective heirs, executors, administrators and/or assigns. The Purchaser agrees that he will not record or assign this Agreement or any of his rights hereunder without the written consent of the Seller. Any notice to be given hereunder shall be in writing and sent by certified mail to the parties at the address above given or at such address as either party may hereafter designate to the other in writing.

18. **LIMITED WARRANTY:** A Limited Home Warranty is provided by the Seller and a copy of that Limited Warranty has been provided to the Purchaser prior to the execution of this Agreement. This Limited Home Warranty replaces and excludes the Housing Merchant Implied Warranty which is provided by 777-a of the General Business Law of the State of New York. A copy of the express terms of the Limited Warranty are annexed to and incorporated in this Agreement. **PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THE LIMITED WARRANTY PRIOR TO THE EXECUTION OF THIS AGREEMENT.**

19. **BROKER:** The parties agree that no broker brought about this sale and Purchaser agrees to indemnify Seller against any claim brought for brokerage based upon Purchaser's act.

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This Agreement and the Offering Plan state the entire understanding of the parties and the Seller shall not be bound by any oral representations and/or agreements.

**THIS WILL ACKNOWLEDGE THAT A COMPLETE COPY OF THE APPLICATION FOR CPS-7 TREATMENT AND A COPY OF THE LETTER GRANTING SUCH TREATMENT WAS DELIVERED TO ME AT LEAST 72 HOURS BEFORE I SIGNED THIS AGREEMENT AND MADE ANY DOWN PAYMENT PURSUANT TO THIS AGREEMENT.**

Dated: \_\_\_\_\_

Witness: \_\_\_\_\_

Dated: \_\_\_\_\_

Witness: \_\_\_\_\_

**Attorney for Seller:**

**Attorney for Purchaser:**

**Seller:**

**RYAN homes, inc.**

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

**Purchaser:**

\_\_\_\_\_

SSN # \_\_\_\_\_

\_\_\_\_\_

SSN # \_\_\_\_\_

**William N. La Forte, Esq.**  
**1600 Bausch & Lomb Place**  
**Rochester, NY 14604-2711**  
Phone: **716-232-6500**  
Fax: **716-232-2152**

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_