

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS**

THIS DECLARATION, made this 3rd day of December, 1998, by Chrisantha, Inc., hereinafter called "Declarant".

WHEREAS, Declarant is the owner of certain real property in the City of Canandaigua, County of Ontario and State of New York, said land in its entirety being hereinafter referred to as the "Properties"; and

WHEREAS, Declarant desires to subject the same to those certain covenants, agreements, easements, restrictions, charges and liens (hereinafter referred to collectively as "Restrictions") as hereinafter set forth; and

WHEREAS, ROSE PARK COTTAGES HOMEOWNERS' ASSOCIATION, INC., is a New York not-for-profit corporation formed for the purpose described in its Certificate of Incorporation;

NOW, THEREFORE, Declarant hereby declares that all of the Properties, together with any and all improvements thereon and appurtenances thereunto, shall be held, sold and conveyed subject to the following covenants, easements, restrictions and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, burden and bind the Properties or any part thereof, Declarant and all subsequent owners, their heirs, executors, administrators, successors and assigns forever, and shall inure to the benefit of each owner thereof.

TABLE OF CONTENTS

			<u>Page</u>
Article	I	Definitions .	45
Article	II	Property Rights	46
Article	III	Easements	47
Article	IV	Restrictions	48
Article	V	Membership and Voting Rights	49
Article	VI	Covenant for Annual or Special Assessment	50
Article	VII	Exterior Maintenance	52
Article	VIII	Party Walls	53
Article	IX	Use of Property	54
Article	X	Architectural Control	54
Article	XI	Insurance and Casualty Damage	55
Article	XII	General Provisions	56

ARTICLE I DEFINITIONS

Section 1. "Annual Assessment" shall mean that portion of the annual costs for the repair, maintenance, insurance, water and sewer charges, real property, franchise and income taxes, management fees and other related charges for the Common Area, to be paid by each Owner, equally, in monthly installments, as determined by the Board of Directors.

Section 2. "Assessment" shall include the terms Annual Assessment and Special Assessment as defined herein.

Section 3. "Association" shall mean and refer to ROSE PARK COTTAGES HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 4. "Board of Directors" shall mean the group selected, authorized and directed to manage and operate the Association pursuant to this Declaration and the By-Laws.

Section 5. "Canoe house" shall mean that building constructed on the Common Areas for the storage of non-powered water craft, which building and any replacement thereof shall be designated a Restricted Common Area, as more fully set forth herein.

Section 6. "Bylaws" shall mean the rules of operation of the Association.

Section 7. "Common Area(s)" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 8. "Declarant" shall mean the Sponsor.

Section 9. "Lot" or "Lots" shall mean any or all of the plots of land shown upon the Subdivision Map or any resubdivision map of the Properties, and the improvements thereon, with the exception of the Common Areas.

Section 10. "Member(s)" shall mean the Owner or Owners of each Lot.

Section 11. "Owner" or "Townhome Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Properties" shall mean and refer to that certain real property described in the Engineer's Report completed by Flint, Allen, White and Radley, Consulting Engineers, P.C., attached hereto as Exhibit L.

Section 13. "Restricted Common Area" shall mean and refer to that part or parts of the Common Areas which are set aside for the exclusive use of a particular Member or Members.

Section 14. "Sponsor" shall mean Chrisantha, Inc., the New York domestic business which is developing the Properties and offering it for sale to the general public.

Section 15. "Subdivision Map" shall mean that subdivision map of the Rosepark Subdivision prepared by Flint, Allen, White and Radley, Consulting Engineers, P.C. dated December 23, 1997 and filed in the Ontario County Clerk's Office at Map File No. 24568, and any resubdivision maps filed with respect to the Properties.

Section 16. "Townhome" shall mean and refer to the single family dwelling structure built on any given Lot.

ARTICLE II **PROPERTY RIGHTS**

Section 1. Members Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas, excluding any Restricted Common Area, except to the extent necessary for ingress and egress to said Members' property over the Common Areas, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association, pursuant to its Bylaws, to adopt rules and regulations governing; the use of the Common Areas and any facilities constructed thereon; the personal conduct of its Members and their guests thereon; and the establishment of penalties for the infraction of such rules and regulations.

(b) the right of the Association to suspend the right of use by a Member of any of the facilities on the Common Areas for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members approving such transfer, provided, however, that no such dedication or transfer shall be effective unless an instrument signed by seventy-five percent (75%) of each class of Members entitled to vote in the manner described in Article IV, Section 2, below, and their mortgages, agreeing to such dedication or transfer, has been recorded;

(d) the right of guests, invitees or licensees of any Member to ingress and egress over those portions of the Common Areas that lie within private roadways and driveways;

(e) the right of the Association to designate certain portions of the Common Areas as Restricted Common Areas for the exclusive use and enjoyment of Members, their guests, invitees or licensees subject to any restrictions, obligations or conditions, if any, the Association decides to place on the exclusive use and enjoyment of such Restricted Common Areas; and

(f) the right of the Association to designate certain portions of the Common Areas as walkways, sidewalks and private roadways for the use of Members, their guests, invitees or licensees.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the Bylaws, his right of enjoyment in the Common Areas and facilities located therein to the Members of his family, his tenants or contract purchasers who reside on his Lot.

ARTICLE III **EASEMENTS**

Section 1. Easements for Utilities. With the exception of the Lots, Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Properties, including but not limited to, water, sewer, gas, telephones, electricity and a master cable television system.

Section 2. Easements for Encroachments. Each Lot and the property included in the Common Area shall be subject to an easement for encroachments created by Declarant during initial construction and reconstruction in the event of a rebuilding after a casualty loss or taking under an eminent domain proceeding. A valid easement for said encroachments and for the maintenance of same so long as such encroachments stand, shall and does exist.

Section 3. Other Easements. An easement is hereby granted to the Association, its officers, agents, employees, including employees of any management company, having a contract with the Association, over all of the Common Areas, to perform the duties of maintenance and repair of the Common Areas, to maintain any utilities for which an easement has been granted and to prevent damage to the Properties. An easement is hereby reserved to Declarant to enter the Common Areas during the period of construction and sale of the Properties, or any additions to the Properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including without limitation, a business office, sales office, storage area, construction yards, signs and model units, provided that this does not unreasonably obstruct access by Members of the Association.

ARTICLE IV RESTRICTIONS

Section 1. General Restrictions. The use of a townhome by an Owner or other occupant shall be subject to this Declaration, the By-Laws and the reasonable rules and regulations of the Association promulgated as permitted herein, and the following specific covenants and restrictions.

- (a) No exterior radio or television antenna or satellite dish or window or wall air conditioning unit may be installed, attached, or erected on a Lot, except as originally installed, by the Sponsor (or a comparable replacement thereof). The provisions of this subsection shall not prohibit the installation of an exterior central air conditioning unit or heat pump unit servicing a townhome.
- (b) No one shall store any construction materials, equipment, boat, trailer, mobile home, camper, truck (except a quarter ton or smaller pick-up truck), motor home or recreational vehicle except in the garage of a Home or Unit. The vehicle above described may be temporarily parked on a driveway for a period not to exceed 72 hours.
- (c) No Owner shall post any sign, advertisement or poster of any kind (except a "for sale" sign) on the exterior of a townhome or on the front, side or rear yard of a lot, or in any window of a townhome, without the prior written consent of the Board.
- (d) Any Owner who mortgages his or her Lot shall notify the Board, providing the name and address of the mortgagee.
- (e) The Board will, at the request of the mortgagee of the townhome, report any delinquent assessments due from the Owner of such townhome without such Owner's consent.
- (f) No nuisance shall be allowed in the Development, nor shall any use or practice be allowed which is the source of annoyance to residents of the Development or interferes with the peaceful possession and proper use of the Development by the residents.
- (g) No immoral, improper, noxious, commercial, industrial, offensive or unlawful use shall be made of the Development or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies jurisdiction thereof shall be observed.
- (h) Reasonable rules or regulations may be promulgated by the Board concerning the use of the property within the Development, and such rules or regulations shall be observed by the Owners and residents, provided, however, that copies of such regulations are furnished to each Owner or occupant at least 10 days prior to the time that such rules or regulations are to become effective.
- (i) All assessments shall be paid when due.

(j) No pet shall be maintained in any townhome, or on any lot, except a dog, cat, caged bird, or similar and usual domestic pet. No dog, cat or other permitted domestic pet shall be permitted to run loose on any portion of the Development, nor shall any dog run or other exterior fencing for dogs or other animals be permitted.

(k) No front, side, or rear yard of a townhome shall be used or maintained for the storage or dumping of rubbish, trash, or other waster. All such materials shall be stored in a clean and sanitary condition in an appropriate container or receptacle in the townhome pending collection. Not sooner than 8 p.m. of the evening immediately preceding the collection day of such materials, each Owner shall place such materials wrapped in a plastic trash bag, securely tied, outside the townhome in an accessible place for pick-up by the collection service.

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

(m) No Owner shall install or build a swimming pool commonly designated as an "above the ground pool." The only swimming pools shall be those commonly designated as "in ground pools" permanently installed in an excavated portion of the Lot with the water surface below ground level.

(n) An Owner shall not take possession of, or in any manner exercise use and control over any portion of the common areas.

(o) No temporary or permanent recreational facility, such as, but not limited to, a basketball or hoop, volleyball net or a badminton court shall be installed or used in a front or side yard.

(p) No attached or semi-attached structure, such as but not limited to a utility or convenience building, shall be constructed or installed unless approved by the Association.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subjected to Assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. Voting Rights. The Association shall have one class of voting membership.

(a) Class Members shall be a Townhome Unit Owner, with the exception of Declarant. Each Class Member shall be entitled to one vote on all issues. When more than one person holds an interest in any Lot, all such persons shall be 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 Lot, nor shall any Owner be entitled to more than one vote regardless of the number of Lots he owns. The Sponsor, however, shall have the ability to have one vote for each unsold townhome unit.

ARTICLE VI

COVENANT FOR ANNUAL OR SPECIAL ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The owner of any Lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association for annual assessments. The Assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who is the Owner of such Lot at the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Notwithstanding the provisions of this Article V, the Declarant shall be obligated to pay only the difference between the amount of Assessments collected on completed and/or sold Townhomes as set forth in the projected budget, and the actual cost of operation for the Association.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively (i) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Areas owned by the Association, exclusively for the benefit of its Members, their guests, invitees or licensees; (ii) to maintain, repair, reconstruct, replace and preserve, on a non-profit basis, the exterior improvements of the Townhomes constructed on the Lots; (iii) to pay real property taxes on the Common Area owned by the Association. The above obligation shall not include any maintenance, repairs or replacements caused by fire or other casualty to a Townhome; and (iv) to pay for the reserves (maintenance of roofs, gutters and driveways).

Section 3. Date of Commencement of Annual Assessments and Due Dates. The Annual Assessments provided for herein shall be fixed from time to time, but at least annually, and shall commence as to all Lots on the first day of the month following the recording of this Declaration. The Board of Directors shall fix the amount of subsequent Annual Assessments from time to time, but at least annually, for each Lot at least thirty (30) days in advance of the Annual Assessment period. Written notice of the Assessment shall be sent to every Member subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided the Association shall collect each month from each Lot Owner one-twelfth (1/12) of the Annual Assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer, or the Managing Agent, if any, of the Association setting forth whether the Annual Assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any Annual Assessment therein stated to have been paid.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, and the Lots, or any of them including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4 or 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 of this Article shall be sent to all Members entitled to vote with respect to that action not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Members, in person or by proxy, constituting two-thirds (2/3) of the membership entitled to vote on that particular issue as determined in accordance with the provisions of Article IV, Section 2 hereof, shall constitute a quorum.

Section 6. Uniform Equal Rate of Assessment. Annual and Special Assessments must be fixed at a uniform equal rate for all Lots and may be collected on a monthly basis.

Section 7. Effect of Non-Payment of Assessments and Remedies of the Association. 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 the date of delinquency at the maximum prevailing legal rate per annum, and the Association may bring an action at law against the Owner obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. Each such Member, by his acceptance of a deed to a Lot hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Member personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property and such Member hereby expressly grants to the Association a power of sale in connection with the foreclosure of said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Members. The Association, acting on behalf of the Lot Member shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding non-payment of such defaulting Member's portion of the premium for fire and other hazard insurance. No Members may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Areas, or abandonment of a Lot, or by renunciation of membership in the Association. Nevertheless, a Member may give to the Association, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 8. Subordination of the Association Lien to First Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage given to any bank, savings bank, savings and loan association, pension fund, or other institutional lender or to the Declarant. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgage, or by deed in lieu of foreclosure, given as above provided, shall extinguish the lien of such Assessments as to payments which become due prior to the foreclosure sale and transfer. No foreclosure sale or transfer shall relieve such Lot Member from liability for any Assessments thereafter becoming due or relieve the Lot from the lien thereof.

Section 9. Reserves and Surplus. The Board of Directors may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary to be desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall not be obligated to spend in any fiscal year all the sums collected in such year, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the Annual Assessment in the succeeding year, but may carry forward the same from year to year.

Section 10. Contractual Authority. The Association shall be entitled to contract with any corporation, firm or other entity in the performance of the various duties imposed on the Association hereunder and the performance by any such entity shall be deemed the performance of the Association hereunder.

Section 11. Assessments of Lots Prior to Completion of Townhomes. Notwithstanding any provision to the contrary in this Article V, Declarant shall not be liable for the payment of Assessments for any unsold Lots owned by it. For purposes of this section a "Completed Townhome" shall be a Townhome for which a certificate of occupancy has been issued by the City of Canandaigua. Declarant shall, however, contribute to the Association that amount equal to the difference between the cost of operating the Association and the Assessments collected from Members.

ARTICLE VII **EXTERIOR MAINTENANCE**

In addition to maintenance of the Common Areas, the Association shall provide exterior maintenance upon each Lot which is subject to Assessment pursuant to the Provisions of Article V. Said exterior maintenance will entail the following: Painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, and other exterior improvements. Such exterior maintenance shall not include glass surfaces or doors, screens, screen doors, nor shall it include the maintenance or snow shoveling of individual Townhome sidewalks. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Member, his family, guests, invitees or licensees, the cost of such maintenance and repairs shall be added to and become part of the Assessment to which such Lot is subject. The above obligation

of the Association does not include any maintenance or repairs caused by fire or other casualty to the premises owned individually by Members of the Association.

ARTICLE VIII **PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Townhomes upon the Properties and placed on the dividing line between any two Townhomes shall constitute a party wall for the purposes of this Declaration only, and to the extent not inconsistent with the provision of this Article the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Members who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Member who has used the wall may restore it, and if the other Member thereafter makes use of the wall he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Member to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Waterproofing. Notwithstanding any other provision of this Article, a Member, who by his negligence or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right of Contribution Runs with the Land. The right of any Member to contribute from any other Member under this Article shall be appurtenant to the land and shall pass to such Member's successors in title.

Section 6. Arbitration. In the event any dispute arises concerning a party wall, or under the provisions of this Article, except for disputes involving the Declarant, each party shall chose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all of the arbitrators and be binding upon the party. Judgment upon the award of the arbitrators may be taken in any court of law with jurisdiction thereof.

ARTICLE IX
USE OF PROPERTY

- A. Types of Dwellings. No building shall be erected, altered, placed or permitted to remain on any Lot other than a Townhome.
- B. Use of Common Areas. The Common Area shall be used for the furnishing of benefits and activities for which the same are reasonably intended, for the use and enjoyment of the Members.
- C. Occupancy. No unit shall be occupied by any person in violation of this Article.
- D. Nuisances. No nuisances shall be allowed upon the properties nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Properties by the Owner.
- E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- F. Interpretation. In interpreting deeds, mortgages, and plans, the original existing physical boundaries of a Townhome, (or in the event the Townhome is reconstructed in substantial accordance with the original plan, its existing physical boundaries as reconstructed), shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plans, regardless of minor variance between boundaries shown on the plans or in the deed and those of the applicable structure.
- G. Regulations. Regulations concerning use of the Properties may be promulgated by the Board of Directors as herein above set forth; provided, however, that copies of such regulations are furnished to each Member prior to the time that said regulations become effective. The initial regulations, which shall be deemed effective until amended by the Board of Directors are annexed to and made a part of the Bylaws. Such regulations shall not impair or limit the rights of mortgages as elsewhere recited.
- H. Application to Declarant. These restrictions shall not apply to the business activities of Declarant or its successors during construction or any additions thereto, so long as there are not undue delays.

ARTICLE X
ARCHITECTURAL CONTROL

No building, fence, patio, deck, wall, storm or screen door, mail box, tree, shrub, planting or any other exterior change, no matter how minute, or other structure of any type shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change

or alteration therein be made including paint or stain until the plans and specifications showing nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors. In the event said Board of Directors fails to approve and disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XI **INSURANCE AND CASUALTY DAMAGES**

The Board of Directors shall obtain and maintain, to the extent possible, insurance coverage insuring the structures and all other insurable improvements upon the Properties, including all Association property and all individual Townhomes, and improvements and betterments, and all personal property as may be owned by the Association in an amount equal to the maximum insurable replacement value thereof as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and such other risks as from time to time customarily shall be covered with respect to improvements similar in construction, location and use as the Association structures, including but not limited to, vandalism, malicious mischief, windstorm and additional perils. The property insurance will be on a blanket basis so that the total policy limit is available for any one loss.

Insurance covering public liability and property damage shall be provided in such amounts and in such forms as shall be required by the Board of Directors, but in no event less than \$1,000,000.00 for bodily injury to all persons per one occurrence and \$250,000.00 property damage per occurrence; including, but not limited to, hired automobile, non-owned automobile and off-premises employee coverage (if there are any employees).

In the event workers' compensation insurance is required by law for the Association, a workers' compensation policy meeting those requirements shall be procured.

All liability insurance will contain cross-liability endorsements to cover liabilities of the Townhome Owners as a group to a Townhome Owner.

Each Member should obtain insurance, at his own expense, affording coverage upon his Lot and his personal property for loss incurred by virtue of fire or other casualty and for his personal liability and additional insurance required by law, if any.

Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Board of Directors and charged as common expenses.

The Association may secure such other forms of insurance coverage, including, but not limited to director's and officer's liability coverage, as its Board of Directors may from time to time direct to be purchased and paid as a common expense.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective heirs, successors and assigns for a period of thirty (30) years from the date this declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an Instrument is signed by the then Owners of eighty percent (80) of the Lots has been recorded, agreeing to change said covenants and restrictions, in whole or in part. This Declaration may be amended by an Instrument, signed by not less than the Owners of eighty percent (80%) of the Lots. Any amendment must be recorded in the Ontario County Clerk's Office to be effective.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment of Court order shall in no way effect any other provisions, which shall remain in full force and effect.

Section 3. Enforcement. The Association, or any Member, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of December, 1998.

Chrisantha, Inc.

By: Christopher Iversen
Christopher Iversen

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

On this 3rd Day of December, 1998, before me personally appeared known to me, and who being by me duly sworn did depose and say: that he resides at Gotham NY; that he is the President of Chrisantha, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of the corporation.

Patricia A. Graves
Notary Public

PATRICIA A. GRAVES
Notary Public, State of New York
Yates County
My Commission Expires May 31, 2000

EXHIBIT B
Certificate of Incorporation
Of
Homeowners Association

F981009000551
F981009000551
CERTIFICATE OF INCORPORATION

OF

ROSE PARK COTTAGES HOMEOWNERS ASSOCIATION, INC.

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

The undersigned, being over the age of eighteen years, for the purpose of forming a not-for-profit corporation under Section 402 of the Not-for-Profit Corporation Law, hereby certifies:

1. Name

The name of the corporation shall be Rosepark Cottages Homeowners Association, Inc. (the "Association").

2. Purpose

The Association is organized and will be operated exclusively for the purpose of providing for the acquisition, construction, maintenance and care of the common areas within Rosepark Cottages (the "Development") located in the Town of Canandaigua, Ontario County, New York, and to:

A. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association;

B. fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

C. acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

D. borrow money and, with the assent of at least a two-thirds vote of all of the members entitled to vote, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional common areas, provided that

any such merger or consolidation shall have the assent of at least a two-thirds vote of all of the members entitled to vote;

F. have and exercise any and all powers, rights and privileges which a corporation organized under the Not-for-Profit Corporation Law of the State of New York by law may now or hereafter have or exercise;

G. enforce any and all covenants, restrictions, conditions and agreements applicable to the common areas and dwelling units in the Development and particularly any declaration of covenants, conditions and restrictions or similar declaration or amendments or supplements thereto (the "Declaration") which may hereafter be made with respect to the Development and which may hereafter be recorded among the land records of Ontario County, New York;

H. make and perform any duties, obligations and contracts and do any acts and things, and exercise any powers, rights and privileges suitable, convenient, proper or incidental to the accomplishment of any objects enumerated in this Certificate of Incorporation; and

I. preserve the architecture and appearance of the Development, and generally to operate exclusively for the promotion of the social welfare and common benefit of the residents of the Development within the meaning of Section 501(c)(4), if applicable, and Section 528(a) of the Internal Revenue Code of 1954, as amended.

3. Non-Profit Status

The Association is a corporation as defined by Section 102(a)(5) of the Not-for-Profit Corporation Law and, as such, it has not been formed for pecuniary profit or financial gain. No part of the assets, income or profit of the Association is or will be distributable to, or inures or will inure to the benefit of, any member, director, officer or other private individual.

4. Type

The Association is a Type A corporation.

5. Office

The office of the Association shall be located in the County of Ontario, State of New York.

6. Director

The name and residence address of each individual who is an initial director of the corporation are as follows:

Name	Residence Address
Christopher N. Iverson	10 Dewey Avenue Gorham, New York 14461
Kenneth Mundt	P. O. Box 101 Honeoye Falls, New York 14472
Helen Woznick	466 Snell Road Geneva, New York 14456

7. Agent

The Secretary of State is designated as agent of the corporation upon whom process, in any action or proceeding against the corporation, may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation which may be served upon the Secretary is: c/o Zicari, McConville, Cooman, Morin & Welch, P.C., 25 East Main Street, Rochester, New York 14614.

8. Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any unit which is subject to the Declaration, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

9. Approval

No approvals or consents are required under Section 404 of the Not-for-Profit Corporation Law or any other statute or regulation prior to delivery of this Certificate of Incorporation to the Department of State for filing.

IN WITNESS WHEREOF, I have signed this Certificate of Incorporation this 12 day of October, 1998 and I hereby affirm that the statements contained herein are true under the penalties of perjury.


 _____ Incorporator
 Lucien A. Morin, II

ZICARI, McCONVILLE, COOMAN,
 MORIN & WELCH, P.C.
 25 East Main Street
 Rochester, New York 14614
 Tel: (716) 546-2500

State of New York }
Department of State }^{ss:}

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **OCT 13 1998**



A handwritten signature in cursive script, appearing to read "J. Clark", followed by a horizontal line extending to the right.

Special Deputy Secretary of State

Amendments

Amendment to
Declaration of Protection Covenants,
Conditions, Restrictions, Easements,
Charges and Liens
of

Rosepark Cottages Homeowner's Association, Inc.

This Amendment, made this 12 day of October, 2000, by Chrisantha, Inc. is made pursuant to Article XII, Section 1 of the Declaration. Chrisantha, Inc. as Sponsor, owns in excess of 80 percent of the lots. The original Declaration was recorded in the Office of the Clerk of the County of Ontario on August 18, 2000 in Liber 1040 of Deeds at page 427. The Declaration as recorded is hereby amended as follows:

1. Article III Section 2. Easements for Encroachments is amended by adding a new sentence at the end to read as follows:

Notwithstanding any such encroachment, the Owner of a Lot shall be deemed the Owner of any patio that is situate partly on the Lot and partly on the Common Area.

2. Article 10 Section 1 (m) is hereby amended to add the following sentence: Nothing herein contained shall prohibit the installation, erection and maintenance of a jacuzzi tub, hot tub, spa or soaking tub that does not meet the cubic dimension of a swimming pool in the zoning code of the City of Canandaigua.
3. Article VII is amended by adding the word "patio" after the words "exterior building surfaces" in line 4 of such Article VII.

No other terms or conditions of the Declaration are to be affected.

In Witness Whereof:

Chrisantha, Inc.

By: Christopher N. Iversen

Christopher N. Iversen, President

STATE OF NEW YORK
COUNTY OF ONTARIO) ss.:

On the 12 day of Oct. in the year 2000, before me, the undersigned, a notary public in and for said State, personally appeared, Christopher N. Iversen 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/she executed the same in his/her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Edward C. Kenyon
Notary Public

EDWARD C. KENYON
Notary Public in the State of New York
Ontario County # G2KE5024126
Commission Expires Feb 28 192002
LIBER 1045 PAGE 51

KENYON & KENYON
11 NORTH STREET
CANANDAIGUA, NY 14424

Second Amendment
To
Declaration of Protective
Conditions, Restrictions, Easements
Changes and Liens of
Rosepark Cottages Homeowners Association, Inc.

This Second Amendment is made this 18th day of December, 2001 by Chrisantha, Inc. is made pursuant to Article XII Section 1 of the Declaration. Chrisantha, Inc. as Sponsor is the owner in excess of Two percent of the lots. The Original Declaration was recorded in the Ontario County Clerk's Office August 18, 2001 in Liber 1040 of deeds at page 427 and the First Amendment was recorded in the Ontario County Clerk' Office on November 7, 2000 Liber 01045 of deeds at page 0050. The Declaration is hereby amended as follows:

1. Article V Membership and Voting Rights, Section 2(a) Voting Rights, is hereby amended to read as follows:

Section 2. Voting Rights. The Association shall have one class of voting membership.

(a) Class Members shall be a Townhome Unit Owner, with the exception of Declarant. Each Class Member shall be entitled to one vote on all issues. When more than one person holds an interest in any Lot, all such persons shall be 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 Lot, nor shall any Owner be entitled to more than one vote regardless of the number of Lots he owns. The Sponsor, however, shall have the ability to have one vote for each unsold lot.

No other terms or conditions of the Declaration as amended are to be affected

In Witness Whereof,

Chrisantha, Inc.

By: Christopher N. Iversen
Christopher N. Iversen, President

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

On the 18th day of December in the year 2001, before me, the undersigned, a notary public in and for said State, personally appeared Christopher N. Iversen, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Patricia A. Graves

PATRICIA A. GRAVES
Notary Public, State of New York
 Yates County
 My Commission Expires May 31, 20 2 7

THIRD AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS
OF
ROSE PARK COTTAGES HOMEOWNERS ASSOCIATION, INC.

This Amendment is made this 15 day of May, 2006, pursuant to the approval of 80% or more of the owners of units at Rosepark Cottages as required by Article XII Section 1 of the Declaration. The original Declaration was recorded in the Office of the Clerk of Ontario County on August 8, 2000 in Liber 1040 of Deeds at page 427. An Amendment to such Declaration dated October 12, 2000 was recorded in the Office of the Clerk of Ontario County on November 7, 2000 in Liber 1045 of Deeds at page 50. A Second Amendment to the Declaration dated December 18, 2001 was recorded in the Office of the Clerk of Ontario County on December 20, 2001 in Liber 1068 of Deeds at page 64.

The Declaration is hereby further amended as follows:

1. Article IV "Restrictions" is hereby amended by adding the following new Section 2 to read as follows:

Section 2. Leasing. The owner of a townhome may not lease all or any portion of such townhome for less than one (1) year and to more than 2 individuals living together as a single housekeeping unit. Any such lease of a townhome shall be pursuant to the terms of a written lease agreement signed by both the owner as landlord and the tenant. Such written lease shall provide that the tenant shall be subject to and comply with all provisions of this Declaration, the By-laws of Association and the reasonable rules and regulations of the Association.

The owner shall be responsible for the conduct of the tenant and for the compliance of the tenant with all provisions of the Declaration, By-laws and the rules and regulations of the Association. A fully executed copy of the written lease shall be filed with the Board of Directors of the Association not less than three (3) days prior to the first day of occupancy of the townhome by the tenant.

2. Article VI "Covenant for Annual or Special Assessment" is hereby amended by deleting Section 6 Uniform Equal Rate for Assessment, in its entirety and restating Section 6 as follows:

Section 6. Annual and Special Assessments.

Annual assessments as from time to time fixed by the Board of Directors may vary depending upon the square footage of habitable space. The Board of Directors may fix the Annual Assessment and Special Assessments for townhomes of less than 1600 square feet of habitable space at one rate and for townhomes of 1600 or more square feet of habitable space at a higher rate. The differential shall be calculated to offset the greater insurance costs for such larger units.

No other terms or conditions of the Declaration as amended are to be affected.

In Witness Whereof:

Chrisanntha, Inc.

by Christopher N. Iversen
Christopher N. Iversen, President

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

On the 11 day of May, in the year 2006, before me, the undersigned, a notary public in and for said State, personally appeared Christopher N. Iversen, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

William R. Kenyon
Notary Public

WILLIAM R. KENYON
Notary Public, State of New York
Ontario County 01KE7239425
My Commission Expires 9-30-06

FOURTH AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS CHARGES AND LIENS
ROSE PARK COTTAGES HOMEOWNERS ASSOCIATION, INC.

This amendment is made this 29th day of June, ~~2009~~ 2010, pursuant to the approval of 80% or more of the Owners of Lots at Rosepark Cottages as required by Article XI, Section 1 of the Declaration. The original Declaration was recorded in the Office of the Clerk of Ontario County on August 8, 2000 in Liber 1040 of Deeds at Page 427. The Declaration is hereby amended as follows:

Article XI "Insurance and Casualty Damages" is deleted in its entirety and replaced with the following:

ARTICLE XI

INSURANCE AND CASUALTY DAMAGES

Section 1. Insurance to be Carried. The Board of Directors of the Association shall obtain and maintain to the extent possible, (and review at least once each year) with such deductible amounts as the Board of Directors shall deem appropriate: (i) fire and casualty insurance, (including flood insurance if required for the mortgaging of individual Townhomes) (ii) liability insurance for occurrences on the Association Property, (iii) directors' and officers' liability insurance covering wrongful acts of officers and directors of the Association, (iv) fidelity bond covering those who handle Association funds, and (v) workers' compensation insurance covering Association employees and those who perform work for the Association as follows:

(a) Fire and Casualty. The policy shall cover the interests of the Association, the Board of Directors and all Unit Owners and mortgagees as their interests may appear. Coverage shall be for the full replacement value, (without deduction for depreciation) of all improvements on the Property, i.e. covering the Townhomes and including the wall to wall carpeting, lighting fixtures, bathroom fixtures, kitchen appliances, wall coverings, all machinery servicing the Townhomes and common facilities, improvements and betterments (including upgrading of appliances, kitchen cabinets, carpeting, and lighting fixtures, etc.) made by present or prior Lot or Townhome Owners or occupants, excluding (i) the land and foundations, and (ii) the personal property of Owners and occupants.

The policy shall have the following provisions, endorsements and coverages: (i) extended coverage, sprinkler leakage (if applicable), debris removal, vandalism, malicious mischief, windstorm and water damage, (ii) inflation guard, or Blanket property limits (iii) coverage for loss of maintenance assessments from Owners forced to vacate because of fire or other insured against casualty, (iv) waiver of any right to claim by way of subrogation against individual Owners and the members of their households and families, the Association, the officers and directors of the Association, and the managing agent, if any, for the Association, (v) that the insurance purchased by the Board of Directors shall be deemed primary coverage and any policies obtained by individual Owners or mortgagees shall be deemed excess coverage and that the insurance obtained by the Board of Directors shall in no event be brought into "contribution" with insurance purchased by individual Lot Owners or mortgagees, (vi) a provision that the policy cannot be cancelled, invalidated or suspended because of the act or neglect of someone over whom the insured has no control, (vii) a provision

that the policy may not be cancelled (including cancellation for non-payment of premium), substantially modified, invalidated or suspended, without at least 30 days' prior written notice to all of the insureds (10 days notice for non-payment of premium), including all mortgagees of Lots reported to the insurance carrier or its agent, and (viii) a provision that adjustment of loss shall be made by the Board of Directors.

Prior to obtaining any new fire and casualty insurance policy, the Board of Directors shall obtain a valuation from an insurance company or from such other source as the Board of Directors shall determine to be acceptable as to the full replacement value (without deduction for depreciation) of the improvements on the Property (exclusive of land and foundations) for the purpose of determining the amount of fire and casualty insurance to be effected pursuant to this Section.

Flood Insurance. If any portion of the Property is located in an area identified by the Federal Emergency Management Agency as having special flood hazards, the Board of Directors shall obtain, if available, a policy of flood insurance covering the Townhomes and other insurable improvements on the Property or portion thereof located entirely or partially in the flood hazard area. Such coverage shall be the maximum coverage available under the National Flood Insurance Program or 100% of the current replacement cost of all such Units and other insurable property, whichever is less.

The proceeds of all policies of physical damage insurance, shall be payable to the Association. The Board may retain an insurance trustee (bank, trust company or law firm) selected by the Board of Directors of the Association to be retained for the purpose of repairing, restoring or rebuilding unless otherwise determined by the Owners pursuant to Section 2 below. All fees and disbursements of the insurance trustee shall be paid by the Association and shall be a common expense of all Owners.

The policy shall contain the standard mortgagee clause in favor of mortgagees which shall provide that any loss shall be payable to a mortgagee as its interest shall appear; subject, however, to the loss payment provisions in favor of the Board of Directors. The obligation to restore or reconstruct after damage due to fire or other insured peril supersedes the customary right of a mortgagee to have the proceeds of insurance coverage applied to the mortgage indebtedness.

The interest of the Association, each Owner and such Owner's known mortgagee shall be acknowledged on the policy, as their interests may appear. Each Owner and such Owner's known mortgagee shall receive, at the time of purchase and at the time a new policy is obtained or an existing policy renewed, a certificate evidencing proof of insurance coverage.

Certificates or endorsements to the policy, together with proof of payment of premiums, shall be furnished by the Board of Directors to all mortgagees of Lots requesting the same for a reasonable charge.

(b) Liability. The liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Owners as their interests may appear, but not the liability of Lot Owners arising from occurrences within such Owner's Townhome or on such Owner's Lot. The policy shall include the following endorsements: (i) commercial general liability including bodily injury, property damage and personal injury, (libel, slander, false arrest and invasion of privacy), (ii) medical payments, (iii) cross liability under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured, (iv) "severability of interest" precluding the insurer from denying coverage to an Owner because of negligent acts of the Association or any other Owner, (v) contractual liability, and (vi) host liquor liability coverage with respect to events sponsored by the Association.

Coverage may not be canceled or suspended (including cancellation for nonpayment of premium) or substantially modified without at least 30 days' prior written notice to the insureds (10 days for non-payment of premium), including all known mortgagees of Units or Lots as shown on the records of the Association. The Board of Directors shall review such coverage at least once each year.

This public liability insurance shall be in a combined single limit of \$1,000,000.00 covering all claims for bodily injury and property damage arising out of a single occurrence.

(c) Directors' and Officers' Liability. The directors' and officers' liability insurance shall cover the "wrongful" acts (wrongful performance or failure to perform) of a director or officer of the Association. The policy shall be on a "claims made" and shall include all prior officers and members of the Board of Directors, and any deductible provision shall apply only to each claim. The policy shall provide for "participation" by the Association or by the officers or directors of the Association only to the minimum extent permitted by law or applicable government regulations.

(d) Fidelity Bond. The fidelity bond shall cover all directors, officers and employees of the Association and the Association's managing agent, if any, who handle Association funds. The bond shall name the Association as obligee and be in an amount not less than a sum equal to three (3) months' aggregate assessments on all Lots, plus the amount of reserves and other funds on hand. It shall provide that the bond may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least 30 days' prior written notice to the Association (10 days notice for non-payment of premium) and to all institutional first mortgagees of Lots whose names appear on the records of the Association.

(e) Workers' Compensation. To the extent deemed reasonable and necessary by the Board of Directors, workers' compensation insurance shall be obtained. Such insurance shall cover any employees of the Association, as well as any other person performing work on behalf of the Association.

Other Insurance. The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage, and hired and non-owned vehicle coverage.

No Liability for Failure to Obtain Above Coverages. The Board of Directors shall not be liable for failure to obtain any of the coverages required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost.

Section 2. Restoration or Reconstruction After Fire or Other Casualty; Responsibility for Insurance Deductible. In the event of damage to or destruction of any Townhome or Townhomes, insured through insurance obtained by or through the Association, as a result of fire or other casualty, the Board of Directors shall notify all mortgagees of such Townhome or Townhomes as indicated on the records of the Association and shall arrange for the prompt repair and restoration of the damaged property and the Board of Directors, or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

In the event that insurance proceeds are, for any reason, including the deductible amount or insurance trustee's fees, insufficient to pay all of the costs of restoring or repairing the property to the same

condition as formerly existed, the Board of Directors shall levy a special assessment to make up the deficiency against the Owners of the damaged property, which special assessment shall be levied in proportion to the damage, as determined by the Board of Directors, to their insured property in relation to the total damage to all the insured property. If the Board of Directors cannot reasonably determine the allocation of damage among Units and Association Property, the insufficiency of funds can be deemed a common expense.

Deductible. In the event of damage or destruction of any Townhome or other improvements on the Property as a result of fire or other casualty covered by insurance obtained by or through the Association, the deductible amount of any insurance proceeds shall apply to each occurrence, not to each item of damage, and shall be funded as follows:

- (a) If the property damaged is of an area of improvements, which the Board of Directors has the responsibility to maintain, the deductible amount shall be a common expense.
- (b) If the dwelling property damages is within a Townhome, and/or is the Owner's responsibility to maintain, then the Owner or Owners of such Townhome(s) shall be responsible for the deductible amount, and the Association shall have no responsibility for the deductible amount.

The Association may, at its option, pay the deductible amounts for which an individual Owner is responsible, and the amounts so paid, together with interest and costs of collection (including attorney's fees), shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as Assessments.

In the event of damage to or destruction of any common property or facility of the Association, insured through insurance obtained by the Association, as a result of fire or other casualty, the Board of Directors shall (i) promptly send written notice of such damage or destruction to all institutional first mortgagees whose names appear on the records of the Association and to the insurance trustee, if any, and the Board of Directors or the insurance trustee, as the case may be, shall (ii) arrange for the prompt repair and restoration of the damaged property and (iii) disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the insurance proceeds exceed the cost of repair and reconstruction of such Association Property, no Lot Owner or any other party shall have priority to receive any portion of such surplus over such Lot Owner's mortgagee.

Section 3. Unit Owners Insurance. Each Unit Owner, at such Owner's expenses is required and shall obtain insurance under an HO-6 policy or equivalent form for such Owners' benefit to cover the following items, which are the insurance responsibility of each Owner under this Declaration.

Fire and Casualty. The Unit Owners are required and are responsible to insure the first \$2,500 in dwelling property and/or real property of their respective Townhome, including, but not limited to, wall to wall carpeting, lighting fixtures, bathroom fixtures, kitchen appliances, wall coverings (including paint) and all other machinery servicing the Units.

The policy shall have the following provisions, endorsements and coverages, (1) Non specified perils coverage commonly referred to "all risk" coverage on the dwelling coverage purchased under the HO-6 policy, (2) coverage for such Owners personal liability, with such Owners Unit and on such Owners Lot (3) loss assessment coverage, provided however that such policies contain waivers of subrogation, if available, and

the liability of the carriers issuing insurance procured by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by the Owner.

Any deductible, if any, on any insurance policy purchased by the Unit Owner shall be the sole responsibility of that Unit Owner.

Failure to purchase insurance does not negate the Unit Owner's responsibility to the first \$2,500 in dwelling and/or real property damage.

The Board may, at its option, amend the amount of property that each Owner is responsible for upon written notification to each Unit Owner 30 days before the change takes place.

No other terms or conditions of the Declaration as amended are to be affected.

CERTIFICATION OF RECEIPT OF CONSENT
OF OWNERS

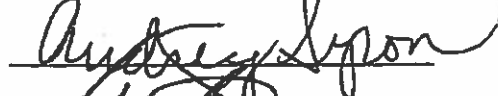
The undersigned being _____ all, _____ a majority of the Members of the ROSE PARK COTTAGES HOMEOWNERS ASSOCIATION, INC. (the "Association") do hereby certify, pursuant to Section 12.01 of the Rosepark Cottages Homeowners Association, Inc. Declaration that:

1. Consents to the above amendment have been received from the Owners of the Units and have been filed with the Board of Directors;
2. The number of Unit Owners consenting thereto exceeds the minimum number required to amend pursuant to Section 12.01 of the Rosepark Cottages Homeowners Association, Inc.; and
3. All Unit Owners have been given or have waived the proper notice as required by Section 12.01 of the Rosepark Cottages Homeowners Association, Inc. Declaration.











STATE OF NEW YORK)
)SS.:
COUNTY OF ONTARIO)

On the 29 day of June in the year ²⁰¹⁰~~2009~~, before me, the undersigned, personally appeared David W. Craig, 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.

Gwen J. Pizzetti
Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF ONTARIO)

Gwen J. Pizzetti
Notary Public, State of New York
Qualified in Yates County
My Commission Expires Jan. 03, 2014

On the 29 day of June in the year ²⁰¹⁰~~2009~~, before me, the undersigned, personally appeared Christopher N. Iveson 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.

Gwen J. Pizzetti
Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF ONTARIO)

Gwen J. Pizzetti
Notary Public, State of New York
Qualified in Yates County
My Commission Expires Jan. 03, 2014

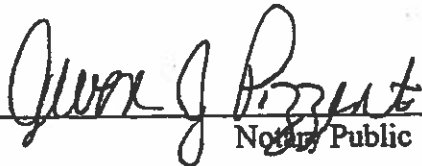
On the 29 day of June in the year ²⁰¹⁰~~2009~~, before me, the undersigned, personally appeared Suzanne Blatchford, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed 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.

Gwen J. Pizzetti
Notary Public

Gwen J. Pizzetti
Notary Public, State of New York
Qualified in Yates County
My Commission Expires Jan. 03, 2014

STATE OF NEW YORK)
)SS.:
COUNTY OF ONTARIO)

On the 29 day of June in the year ²⁰¹⁰2009, before me, the undersigned, personally appeared Audrey G. Syron, 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.

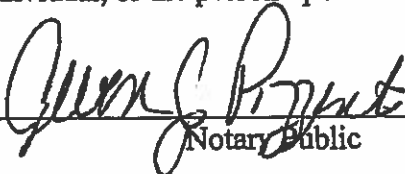


Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF ONTARIO)

Gwen J. Pizzetti
Notary Public, State of New York
Qualified in Yates County
My Commission Expires Jan. 03, 2014

On the 29 day of June in the year ²⁰¹⁰2009, before me, the undersigned, personally appeared Graham H. Ross, 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

Gwen J. Pizzetti
Notary Public, State of New York
Qualified in Yates County
My Commission Expires Jan. 03, 2014

Box 317-RSS

AMENDMENT TO DECLARATION

ROSE PARK COTTAGES HOMEOWNERS
ASSOCIATION, INC.

DATED: June 29, ²⁰¹⁰ 2009

Record and return to:
Ronald S. Shubert, Esq.
Phillips Lytle LLP
3400 HSBC Center
Buffalo, NY 14203
(716)847-5491

Doc # 01-2289980.1

FIFTH AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS CHARGES AND LIENS
ROSE PARK COTTAGES HOMEOWNERS ASSOCIATION, INC.

This amendment is made this 29th day of June, ~~2009~~ ²⁰¹⁰, pursuant to the approval of 80% or more of the Owners of Lots at Rosepark Cottages as required by Article XI, Section 1 of the Declaration. The original Declaration was recorded in the Office of the Clerk of Ontario County on August 8, 2000 in Liber 1040 of Deeds at Page 427. The Declaration and the Third Amendment to Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens recorded in the Ontario County Clerk's Office on June 5, 2006 in Book 1163 of Deeds, Page 521 is hereby further amended as follows:

Article IV,

Section 2. Leasing. The owner of a townhome may not lease ~~all or any portion of~~ such townhome for less than one (1) year and to more than 2 individuals living together as a single housekeeping unit. ~~No portion of the townhouse may be leased.~~ Any such lease of a townhouse shall be pursuant to the terms of a written lease agreement signed by both the owners as landlord and the tenant. Such written lease shall provide that the tenant shall be subject to and comply with all provisions of this Declaration, the By-Laws of Association and the reasonable rules and regulations of the Association, **and that no sub-leasing to additional individuals will be allowed.** The owner shall be responsible for the conduct of the tenant and for the compliance of the tenant with all provisions of the Declaration, By-laws and the rules and regulations of the Association. A fully executed copy of the written lease shall be filed with the Board of Directors of the Association not less than three (3) days prior to the first day of occupancy of the townhome by the tenant.

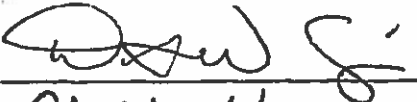
new language is bold
old language is crossed-out

OOla
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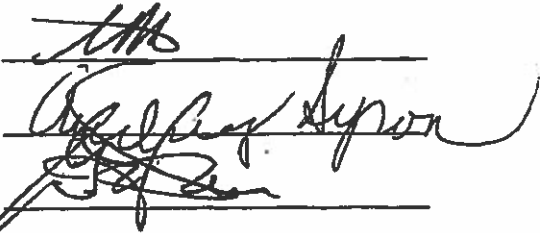
CERTIFICATION OF RECEIPT OF CONSENT
OF OWNERS

The undersigned being _____ all, _____ a majority of the Members of the ROSE PARK COTTAGES HOMEOWNERS ASSOCIATION, INC. (the "Association") do hereby certify, pursuant to Section 12.01 of the Rosepark Cottages Homeowners Association, Inc. Declaration that:

1. Consents to the above amendment have been received from the Owners of the Units and have been filed with the Board of Directors;
2. The number of Unit Owners consenting thereto exceeds the minimum number required to amend pursuant to Section 12.01 of the Rosepark Cottages Homeowners Association, Inc.; and
3. All Unit Owners have been given or have waived the proper notice as required by Section 12.01 of the Rosepark Cottages Homeowners Association, Inc. Declaration.



Christophe D. Kerse



Jeffrey D. Lyon

STATE OF NEW YORK)
)SS.:
COUNTY OF ONTARIO)

On the 29 day of June in the year ²⁰¹⁰2009, before me, the undersigned, personally appeared David W. Craig, 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.

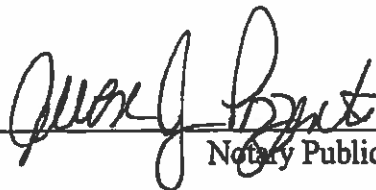


Notary Public

Gwen J. Pizzenti
Notary Public, State of New York
Qualified in Yates County
My Commission Expires Jan. 03, 20 14

STATE OF NEW YORK)
)SS.:
COUNTY OF ONTARIO)

On the 29 day of June in the year ²⁰¹⁰2009, before me, the undersigned, personally appeared Christopher N. Jensen 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.

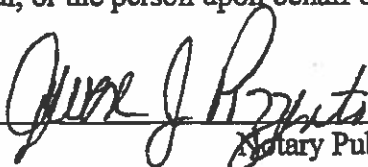


Notary Public

Gwen J. Pizzenti
Notary Public, State of New York
Qualified in Yates County
My Commission Expires Jan. 03, 20 14

STATE OF NEW YORK)
)SS.:
COUNTY OF ONTARIO)

On the 29 day of June in the year ²⁰¹⁰2009, before me, the undersigned, personally appeared Suzanne Blatchford, 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

Gwen J. Pizzenti
Notary Public, State of New York
Qualified in Yates County
My Commission Expires Jan. 03, 20 14

STATE OF NEW YORK)
)SS.:
COUNTY OF ONTARIO)

On the 29 day of June in the year ²⁰¹⁰ ~~2009~~, before me, the undersigned, personally appeared Audrey G. Syron, 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.

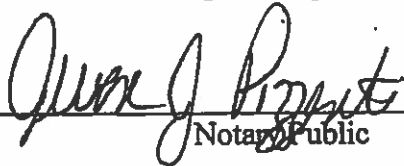


Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF ONTARIO)

Gwen J. Pizzetti
Notary Public, State of New York
Qualified in Yates County
My Commission Expires Jan. 03, 20 14

On the 29 day of June in the year ²⁰¹⁰ ~~2009~~, before me, the undersigned, personally appeared Graham H. ROSS, 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

Gwen J. Pizzetti
Notary Public, State of New York
Qualified in Yates County
My Commission Expires Jan. 03, 20 14

Box 317-RSS

AMENDMENT TO DECLARATION

ROSE PARK COTTAGES HOMEOWNERS
ASSOCIATION, INC.

DATED: June 29, ²⁰¹⁰~~2009~~

Record and return to:
Ronald S. Shubert, Esq.
Phillips Lytle LLP
3400 HSBC Center
Buffalo, NY 14203
(716)847-5491

Doc # 01-2303305.1