

# CONDOMINIUM OFFERING PLAN

Parker Street Condominium  
3, 5 & 7 Parker Street, Village of Fairport  
Monroe County, New York 14450

3 Residential Units  
Total Offering Price \$3,395,000.00

**Sponsor:** 3 Parker LLC  
45 East Avenue,  
Rochester, New York 14604

**Selling Agent:** Riedman Homes  
45 East Avenue,  
Rochester, New York 14604

This Plan was accepted for filing on May 5, 2021.

This Plan may not be used after May 4, 2022 unless extended by a duly filed amendment.

**OFFERING PLAN MAY NOT BE USED AFTER 12 MONTHS FROM THE DATE OF  
ACCEPTANCE FOR FILING UNLESS EXTENDED BY AMENDMENT**

**SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS**

**BECAUSE SPONSOR IS RETAINING THE RIGHT TO RENT RATHER THAN SELL UNITS AFTER PLAN CONSUMMATION, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. (SEE "SPECIAL RISKS" SECTION OF PLAN.)**

**THIS OFFERING PLAN IS THE ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY CONDOMINIUM UNIT. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.**

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## I.

### SPECIAL RISKS TO PURCHASERS

1. 

(a) **The Sponsor will have voting control of the Board of Managers until all Units are sold or for five (5) years from the date of the first closing, whichever first occurs. While Sponsor controls the Board of Managers, it will appoint all members of the Board. Therefore, it is possible that the Sponsor will control the Board of Managers for an indefinite period of time, not to exceed five (5) years from the date of the first closing.** See Section XIX for additional details.

(b) The Sponsor will retain veto power over certain expenditures for so long as the Sponsor shall continue to own 1 or more Units of the Condominium, but in no event for longer than 5 years after the first closing. These include the making of any additional alterations or improvements to the Common Elements or any Unit, hiring any employees and creating reserve contingencies proportionately larger than the original reserve. See Section XIX for additional details.
2. The Sponsor has represented that its assets are sufficient to meet its obligations under the Offering Plan, including the obligation to pay common charges on unsold Units. However, such obligations are not secured by any bond or other security. The Sponsor may exercise veto power over expenses for a period ending not more than five years after the closing of the first unit or whenever the unsold Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner. See Section XVIII for additional information.
3. Sponsor reserves the right to lease units rather than sell them, as market conditions dictate, after plan consummation. For example, Sponsor might lease Units if, after a reasonable time of active marketing, the Units did not sell due to an economic downturn, or if there were a significant decline in prices of 20% or more. Once sales prices normalized, sales would re-commence. Any leases entered into by Sponsor will be subject to and comply with all applicable local and state laws, including all laws governing the duration of occupancies/tenancies. While Sponsor is not limiting the conditions under which the Sponsor may choose to rent rather than sell the units, Sponsor is committed to selling a sufficient number of Units to comprise the 15% necessary to declare the Condominium Plan effective, which in this case the Sponsor has to sell only one Unit. Purchasers of Units, however, may never gain effective control and management of the Condominium. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building where the sponsor or the holder of unsold shares has not sold a substantial percentage of the apartments in the building, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to sell an

apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See Section II for additional information.

4. Purchaser shall pay the New York State transfer tax (“deed stamps”) which is commonly an obligation of a Seller in New York State, but the Sponsor is transferring this obligation to the Purchaser in the model form of purchase contract attached hereto. As of the date of acceptance of this Plan, transfer tax in Monroe County, New York is calculated as \$4.00 for every \$1,000.00 of purchase price. See Section XVII for additional information.
5. Funds given to Sponsor for “extras” selected by Purchaser will initially be placed in the escrow account along with Purchaser’s down payment. However, amounts paid for extras may be released by Escrow Agent to Sponsor to use in purchasing or installing the extras. In the event the purchase contract terminates, other than due to abandonment of the Plan by Sponsor or rescission, Purchasers will not receive a refund of any funds expended for purchase or installation of extras. If the Plan is abandoned by the Sponsor or the contract is rescinded by the Purchaser after being offered by the Sponsor, the amount paid for extras will be refunded to Purchaser. See Section XIII.
6. Sponsor reserves the right to delay the commencement of collection of Common Charges until such time into the future. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments. Such expenses shall not include individual unit owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. The Sponsor shall remain obligated to update the budget of the Condominium, as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent Purchasers. Prior to commencing the collection of Common Charges, Sponsor will notify all Unit Owners by written notice of the expiration of the delay period. Notice shall be given to Unit Owners in writing at least thirty (30) days prior to the commencement of the collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers. See Section XVIII for further details.
7. Any deposits made to the escrow account described in Section XIII by purchasers entering into a Purchase Agreement, which deposit exceeds \$250,000.00, will not be FDIC insured above \$250,000.00. See Section XIII.
8. No passive radon-resistant mitigation system will be provided by the Sponsor in any Unit. The Sponsor and principal are not aware of the presence of radon, or any other environmental risks or hazards, at the Premises. See Section IV for additional details.
9. Each Unit will contain a fire suppression sprinkler system and a residential elevator. These improvements will be wholly contained in each Unit and will not be considered a

common element or a limited common element. The cost of any replacement or repair will be paid for by the Owner and will not be the responsibility of the Condominium Association. See Section II for additional details.

10. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of Units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building where the sponsor has not sold a substantial percentage of the Units in the building, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to resell a unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. However, while Sponsor is not limiting the conditions under which the Sponsor may choose to rent rather than sell the units, Sponsor is committed to selling a sufficient number of Units to comprise the 15% necessary to declare the Condominium Plan effective. See section XIII for additional information.
11. Patios, balconies and rooftop decks may not be used for any type of occupancy including sleeping, living rooms, recreation rooms, offices and storage. Balconies may not be used for cooking or grilling. To do so may result in the Village issuing a violation against the Property. Cooking or grilling is allowed on the patio area and is permitted by the Village on the roof top deck, so long as a gas line is installed by the Sponsor to be hooked-up to the grill. See Section XXI.
12. The Condominium will consist of three (3) Residential Units. No Leases under twelve (12) months will be allowed to be made by Owners of Units. No more than one (1) Unit may be rented at any one time. See Section XXI for additional details. The Sponsor will not be bound by these restrictions with regard to its Units and may lease its Units on an interim basis, meaning that the Sponsor may enter into a lease shorter than a year. Due to the size of the population, the Condominium is not subject to the requirements of the New York State Multiple Dwelling Law. However, all leases entered into by the Sponsor will be subject to and comply with all applicable local and state laws, including all laws governing the duration of occupancies/tenancies. The Sponsor may rent any Unit to a purchaser under the Plan as an interim lessee, including prior to consummation of the Plan, by using the possession agreement attached to the Plan. There are no rental protection laws applicable to interim leases. An uncured default under the purchase agreement shall be deemed a default under the Lease and vice versa. However, Sponsor will obtain an order of eviction against the lessee (unless the lessee has vacated the property) before utilizing the lease default to declare a default under the purchase agreement. After a default under the purchase agreement, or rescission of the purchase agreement by the lessee, the interim lessee will have ten (10) days to vacate the property.
13. The New York State Housing Merchant Implied Warranty applies to the Units, but the Sponsor has elected to further limit the warranty and will be using the Rochester Home Builders' Association Inc. Limited Warranty, which it is limited to the first owner. It also

limits Sponsor's liability to fifty percent (50%) of the Purchase price of the Unit and stipulates the time-frame within which a purchaser must file a warranty claim. Section 7 of the attached Limited Warranty details the procedures that a purchaser must follow in order to make and file a claim. However, the Limited Warranty will not permit construction which is not in accordance with all applicable codes and filed plans and specifications, and any conflict between the disclaimers and the Sponsor's obligations to construct the premises in accordance with all applicable codes and filed plans and specifications will be resolved in favor of the latter. However, while Sponsor is not limiting the conditions under which the Sponsor may choose to rent rather than sell the units, Sponsor is committed to selling a sufficient number of Units to comprise the 15% necessary to declare the Condominium Plan effective. See Section XVIII for additional information.

14. Article XXI (H) and the By-Laws contain restrictions on pets, including number permitted in a Unit, type, and weight restrictions. Specifically, no pets, reptiles, snakes, rabbits, livestock, fowl or poultry will be allowed in any Unit or on the Common Elements. No more than two (2) dogs weighing less than 35 pounds each or two cats weighing less than 30 pounds each per Unit will be allowed under any circumstances and no animal breeding shall be permitted. All pets must be leashed and Unit Owners are responsible for disposal of all pet droppings and for repair of any damage done by any pet. No animals may be left unattended in the Common Elements. Should any animal become a nuisance to the other Unit Owners, the Board of Managers, on 5 days' written notice, may order them permanently removed from the property. Unsupervised pets are not permitted on patios, balconies or rooftop decks. All pets must have the required licensing by the Village of Fairport. The Unit Owner is responsible for any damages caused by his/her pet or the pet of a tenant of the Owner. Article XXI (H) and Article X of the By-Laws in Part II of this Plan should be carefully reviewed to ascertain the applicable Rules and Regulations.
15. Article IV, Section 15 of the By-Laws contained in Part II of this Plan contain a requirement that the Unit Owners indemnify the Board of Managers for any of the Board's actions made in good faith and impose on Unit Owners liability for any contract made by the Board in good faith, with such liability and indemnity limited to the Unit Owners' percentage interest in the Common Elements. See the By-Laws in Part II of this Plan for additional information.
16. Although a microwave garbage disposal, dishwasher, and an electric hook-up for a washer-dryer will be provided by Sponsor for each Unit, the Purchaser will have to provide the appliances at his or her own expense, including a stove, refrigerator, washer and dryer. The installation of these fixtures and appliances are not required for the issuance of a Certificate of Occupancy. See Section IV for additional information.
17. The Sponsor will not contribute to any reserve fund. The reserve fund noted in the budget sets aside monies to be used for sealing the driveways in year three, as well as building necessary funds for roof replacement in the future, all as may be determined by the Board of Managers of the Condominium Association. The Board of Managers will have the responsibility for arranging and paying for the sealing of driveways in year three

and any required roof replacement in the future out of the reserve fund. No other capital expenditures are anticipated during the first five years. However, if an unforeseen capital expenditure develops, it is possible that the reserve fund that is in place might not be sufficient to provide for needed funds during the 5 years following the first closing under the Plan. In this situation, the Board of Managers will increase the amount of monthly common charges or request a special assessment to cover the unforeseen capital expenditure. See Section XXV and Schedule B for additional information.

18. On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes. See Counsel Opinion in Article XXIV of this Plan.
19. The Condominium will be located in close proximity to existing train tracks and to the Erie Canal. The train tracks are located approximately 450 feet north of the Condominium, and train noise can be heard at the Condominium. Furthermore, a paved pathway runs adjacent to the Erie Canal and may be used for public use. There are no rails, curbs or fences to prevent someone from falling into the Canal. See Section IV and V for additional information regarding the location of the Condominium.
20. The Condominium will not be located in a special flood hazard area. No federally mandated flood insurance is required. However, a Preferred Risk Policy is available if a Unit Owner chooses to purchase it. See Section XVIII for additional information.
21. The form of purchase agreement is contingent upon the purchaser obtaining financing. Under New York law, when a mortgage commitment is not fulfilled through no fault of the purchaser, performance is excused. Therefore, if a purchaser acts in good faith and the lender revokes the loan commitment after the contingency period expires, performance is excused, and the Sponsor must grant to the purchaser a right of rescission and a reasonable period of time to exercise this right. The Sponsor will not be offering mortgage financing to purchasers and will not have a preferred lender available. See Section XVI for further details.
22. The Sponsor has obtained construction financing through Genesee Regional Bank. The financing is silent on requirements for Sponsor's marketing requirements or the number or percentage of units which must be under contract before the Offering Plan can be declared effective. The financing provides that there must be a minimum payment of \$600,000.00 to the lender in order the lender to release the lien on a completed unit. If Sponsor wishes to enter into a lease, the lease must be approved by the lender, and will be subject to and comply with all applicable local and state laws, including all laws governing the duration of occupancies/tenancies. See Sections XI and XIII for further details.
23. The Sponsor anticipates that the first closing of a Unit will occur on or about August 1, 2021. Purchasers will be offered a right of rescission if : (i) the actual date of closing of title to the first Unit; or (ii) the projected date of closing of title to the first Unit occurs



August 1, 2022, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, Purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended later date. However, if the first Unit closing occurs before August 1, 2021, the Sponsor may schedule the closing of title to other units significantly later than such date. Unless your Purchase Agreement contains and outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. **PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.** See Section XIII for more details.

24. Prior to the first closing, the building will be insured by the Sponsor. After, the first closing, the building will be insured by the Condominium Association. A person in possession who is not an owner cannot insure the Unit because he or she has no ownership interest, and a Unit cannot be doubly insured. A person who takes possession prior to closing assumes the risk of losses not covered by insurance. See Section XI for more details.
25. A decrease in a Unit's square footage area of 5% or less will not affect a purchaser's obligations to purchase, unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. See Section XVI for more details.
26. Square footage is measured from the exterior framed portion of the Unit to the center of a common wall and includes all interior finished area having drywall and either carpet, hardwood or tile floors. The calculations are not based upon measurements from interior surfaces of interior walls, so the internal living space square footage is less than the area noted on Schedule A. While each garage is part of each Unit, garages, patios, and decks on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> floors and roof are **NOT** included in the square footage calculation. Please be advised that measurements can be stated as approximate, within reasonable tolerances. See Section VI for more details.
27. The projected real estate taxes for the first year of operation are based on an assessment of the building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction is complete. See Section VI for more information regarding the projected assessed valuation after completion of construction.
28. Franchise taxes may be due and payable if the unincorporated Condominium Association is taxed as a corporation. The fixed dollar minimum franchise tax per year of \$100.00 may not apply. The tax payable by the Association may be more than this figure. See Note 10 in the Footnotes to Schedule B for more information.

## II. INTRODUCTION

The purpose of this Offering Plan is to set forth all the material terms of the offering. This Offering Plan may be amended from time to time when an amendment is filed with the New York State Department of Law (“**Department of Law**”). Any amendments will be served on all purchasers of Units, prospective purchasers of Units, and Unit Owners in accordance with Section 20.1(d) of 13 NYCRR by personal delivery or mail. Copies of the amendments will also be placed under the front cover of the Plan. This Condominium offering is subject to and complies with Article 9-B of the Real Property Law of the State of New York (also referred to herein as the “**Condominium Act**”).

**3 Parker LLC**, a New York limited liability company with an address at 45 East Avenue, Rochester, New York 14604 (hereinafter called the “**Sponsor**”), by this Offering Plan, is offering for sale three (3) residential condominium units (the “Units”) to be constructed by Sponsor on property located at 3, 5 & 7 Parker Street in the Village of Fairport, Monroe County, New York, to be known as “Parker Street Condominium.” The Sponsor acquired the property on April 4, 2017.

The prior use of the Property was a residential home that has since been demolished. The Property is adjacent to the Erie Canal. The Erie Canal will be available to residents for boating, and the trail next to the Canal will be available for bicycling and hiking. Access to the Units from Parker Street is by way of a paved drive shared in common by the Unit Owners. From the common paved drive, there will be access to three individual driveways, one for each Unit in front of the garage that is part of each Unit. Each Unit contains a two-car garage that is part of the Unit on the ground floor for parking, and additional parking will be available on the Unit's individual driveway in front of the garage to be used by the Unit Owner for his or her guests. The common drive is a Common Element. All individual driveways and parking spaces are Limited Common Elements, appurtenant to the adjacent Unit. Common Elements and Limited Common Elements are the responsibility of the Condominium Association, and the costs and expenses for repairs and maintenance shall be the responsibility of the Condominium Association. There will be no additional common parking. Because the garage is part of the Unit, any repairs or maintenance required for the garage shall be the responsibility of the homeowner and not the Condominium Association.

The Building is new construction.

Sponsor is reserving the right to lease rather than sell the Units, dependent on market conditions, upon plan consummation. However, the Sponsor's good faith intent and plan is to sell the Units rather than rent. All leases entered into by the Sponsor will be subject to and comply with all applicable local and state laws, including all laws governing the duration of occupancies/tenancies. Sponsor intends to sell at least 15% (one Unit) of the Units in order to create an effective Condominium. If the Sponsor makes a bulk sale of all or some of its unsold units, the transferee successor sponsor is bound by Sponsor's representations hereunder with

regard to Sponsor's commitment to sell Units. There are no limits on Sponsor's leasing of Units under Sponsor's financing with Genesee Regional Bank, which closed on September 29, 2020. The financing documents provide that a partial release of mortgage will be provided for a Unit when Genesee Regional Bank is repaid \$600,000.00 in principal for that Unit. The By-Laws do require, after the Sponsor-control period expires, that the Board must be made up of owner-occupants or members of an owner-occupant's household who are unrelated to the sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for buying Units (investment vs. place of residence).

No contracts or agreements have been entered into and no deposits or advances of funds accepted as of the date the Plan is accepted for filing. Prior to the Sponsor conducting any sales activity (including marketing), soliciting offers, or entering into any Unit Reservation Agreements, the Sponsor must ensure that any changes to the Offering Plan are documented in a filed and accepted amendment with the Department of Law. Likewise, the Sponsor may not conduct any sales activity (including marketing), soliciting offers, or entering into any Unit Reservation Agreements once the offering plan has become "stale." An offering plan becomes "stale" when an amendment is required, but not timely filed, with the Department of Law.

Each Unit will have an internal fire suppression sprinkler system, residential elevator, two bedrooms and two and one-half bathrooms, along with a two-car garage, which is part of the Unit, a patio on the ground floor, balcony on the second and third floor, and a rooftop deck. There are restrictions governing the use of balconies and rooftop decks as set out in Article XXI (H) and in the Special Risks at Nos.11 and 14. The sprinkler system and the residential elevator will be wholly contained inside each Unit, as is the two-car garage. The cost of repair, replacement, and maintenance of the sprinkler system, the elevator, and the two-car garage will be the Unit Owner's responsibility and not the responsibility of the Condominium Association. Please refer to Schedule A herein for the sizes and prices of the units.

The Purchaser of a Unit in a Condominium owns the Unit outright. The Unit itself is owned in "fee simple," a legal term denoting full real estate ownership and, as such, the owner is entitled to the exclusive use and possession of the Unit. In addition, the Owner has an interest in and right to use, in common with the Owners of all the other Units in the Condominium, the "**Common Elements**" of the Condominium, which are all parts of the property other than the Units themselves. The Common Elements include the land underneath and surrounding the Units, and all other improvements to the property, including, the common paved drive from Parker Street, the siding, and the roof of the Units. Common Elements (except for Limited Common Elements as defined below) may be used by all Unit Owners and by their respective guests and invitees (with the exception of the roof).

***Limited Common Elements:***

Certain portions of the Common Elements are irrevocably held in use to a specific Unit Owner as follows:

Each Unit's individual driveway and the additional parking located on the Unit's individual driveway in front of the Unit's garage;

Each Unit will have a patio, balconies and a rooftop deck; and

Each Unit will have a front porch.

Each Unit Owner will be required to pay monthly “Common Charges” in accordance with Sections 339-i and 339-m of the Condominium Act, as determined and assessed by the Board of Managers of the Condominium. These charges will cover the cost of operation and maintenance of the Condominium, including management fees and the cost of fire and liability insurance covering the Units, the Common Elements, and Limited Common Elements.

Each Unit Owner is obligated to comply with the Declaration, the Bylaws, Rules and Regulations, and any other requirements of the Board of Managers.

The Units are to be used only for residential purposes. It is the Sponsor’s intention that the majority of Units be owned by owner-occupants, and while Sponsor is in control of the Board, it will give preference to owner-occupants in its sales efforts, other factors being equal. Notwithstanding the foregoing preference, there are no other limitations on who may purchase a Unit. The Condominium Board does not have the right to approve or disapprove purchasers; however, there is no limit on the number of owners who may purchase for investment rather than for personal occupancy, and there may always be a substantial percentage of owners who are non-residents. However, no more than one Unit may be leased at any one time, except when leased by the Sponsor.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building where the sponsor or the holder of unsold shares has not sold a substantial percentage of the apartments in the building, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to sell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions

The Board of Managers has the responsibility to manage and operate the Condominium, and the members of the Board will be elected by the Unit Owners after the Sponsor’s control period has expired. At that time, each member of the Board of Managers must be an Owner of the Unit, or a spouse or domestic partner of the Owner, or a member of the Owner’s household, all of whom must be unrelated to the Sponsor and/or its principals. Each Unit Owner will have one (1) vote for each percentage of Common Interest appurtenant to the Unit(s) owned by said owner.

Each Unit may be separately mortgaged, and each Unit will be separately assessed and taxed for real estate tax purposes. As a consequence, no Unit Owner will be responsible for the real estate taxes or mortgage payments associated with any other Unit.

The fire and liability insurance obtained by the Board of Managers (the cost of which will be paid through the Common Charges) is for the protection of the Units and Common Elements

only. In addition, each Unit Owner is required by the Sponsor to carry, at their own cost and expense, an individual policy of fire and liability insurance to protect against any losses of personal property, damage to the interior of the Unit, or claims made by persons injuring themselves while in such Unit. Each Unit Owner is also responsible for the cost of interior decoration and any interior repairs to the Unit after transfer of title, except those covered by Sponsor's warranty. For example, each Unit's elevator and internal fire suppression system will need to be inspected each year, and any required repairs thereto, if not covered by any existing warranty, will be the responsibility of the purchaser. The Board of Managers may choose to contract with a company to do the inspections in order to obtain better pricing and ensure the quality of the systems, but they will bill back the cost to the Unit Owners because the inspection and repair of the internal fire suppression system is not part of the Common Charges. While the offering price for a Unit includes an internal fire suppression sprinkler system, elevator, washer/dryer electric hook-up, smoke detector and carbon monoxide detector, the purchaser will need to provide appliances at their own expense, including a stove/oven range, refrigerator, washer, and dryer.

The prices of Units are not subject to approval by the Department of Law or any other governmental agency. Except as described above, there are no limitations on who may purchase Units. The Offering Plan, together with the Schedules and the Exhibits, constitute the entire offer of Sponsor and copies of the Plan and the Exhibits are available for inspection by prospective purchasers and their attorneys without charge, and for copying for a reasonable charge, at the offices of Sponsor. They are also available for inspection and copying at a reasonable charge at the Department of Law located at 28 Liberty Street, New York, New York 10005.

**THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT.**

### III.

#### DEFINITIONS

The terms below are used frequently in this Plan and shall have the following meanings:

**A. Board of Managers.** The governing body of the Condominium Association empowered to operate and manage the Condominium property, including the maintenance, repair, and replacement of, and the making of any additions or improvements to, the Common Elements.

**B. Common Charges.** Each Unit's proportionate share of the Common Expenses of the ownership and operation of the Condominium, determined in accordance with the Unit's Common Interest, and payable in monthly installments or as otherwise directed by the Board of Managers.

**C. Common Elements.** The Common Elements consist of all those parts of the Condominium which are not within the Units, including, but not limited to, the following:

1. The land on which the Units are located, and any appurtenant easements;
2. Yards and walkways;
3. The common drive off Parker Street, leading to the Units.
4. All pipes, ducts, wires, cables, conduits, and portions thereof which are not owned by a public utility company or the Village of Fairport and which are either located within a Common Element, Limited Common Elements or used in common by two or more Unit Owners;
5. The foundations, columns, girders, beams, and supports of the Units;
6. Those portions of the exterior walls bounding each Unit which are located between such Unit and either the outside, a Common Element, or another Unit, and which separate the Unit from the outside, such Common Element, or another Unit;
7. The entire roof of the Building from the exterior to the surface of the interior unfinished underside of the roof;
8. All central and appurtenant installations for utility installations for utility services such as electricity, water, gas, and sewage which are not owned by a public utility company and which are either located within a Common Element or used in common by two or more Unit Owners;
9. All other parts of the Condominium property for common use or necessary or convenient to the existence, maintenance, comfort, or safety of the Condominium.

**E. Common Expenses.** The Common Expenses shall include:

1. The cost of maintenance, repair, and replacement of the Common Elements and Limited Common Elements, all of which are the responsibility of the Condominium Association.;

2. The cost of operation, management, and administration of the Condominium, including, but not limited to, compensation paid to the Condominium managing agent, if any, accountants, attorneys, and any other employees or independent contractors hired by the Board of Managers for such purposes;

3. The cost of insurance purchased in accordance with the provisions of the Declaration;

4. Reserve funds; and

5. The cost of items for common use or benefit incurred in accordance with the provisions of the Condominium Act, the Declaration, or the By-Laws of the Condominium.

**F. Common Interest.** The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in the Declaration.

**G. Condominium.** Parker Street Condominium.

**H. Condominium Association.** The unincorporated entity consisting of the Unit Owners.

**I. Declaration.** A document, recorded in the Monroe County Clerk's Office, which imposes restrictions upon the ownership and use of the Units in the Condominium.

**J. Equal or Better Quality.** Materials of comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

**K. Limited Common Elements.** Parts of the Common Elements to be exclusively used by one specific Unit Owner and their guests.

**L. Property.** The parcel comprising the Condominium as set forth in the Declaration.

**M. Unit.** A part of the property of the Condominium with an exit to a Common Element leading to a public street sold pursuant to this Plan for residential purposes.

**N. Unit Owner.** An Owner of a Unit in the Condominium.

#### IV.

### DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property is located in the Village of Fairport, County of Monroe, State of New York, on the east side of Parker Street. It consists of one parcel of land totaling approximately .25 acres, and has a frontage of approximately 93 feet on the east side of Parker Street.

The Condominium will consist of three (3) residential units located in a three story building. Each of the three (3) Units includes a two-car garage, which is part of the Unit. There will be additional surface parking spaces on the driveway of each home on the Property. The Building will be of masonry wood construction with stone and cement board exteriors. Each Unit will have a patio, balconies and a rooftop deck. The Building is approximately 8,148 square feet.

There will be Common Elements such as the walkways and lawn area. The Property is adjacent to the Erie Canal and the public walkway adjacent to the canal. The canal does not have a fence or other obstruction to prohibit someone from entering the canal.

The Building is to be located on the Property in the manner shown on the Site Plan included in Part II of this Plan. Each Unit will consist of the horizontal area from the exterior surface of the gypsum drywall separating all Units from other Units or Common Elements to the exterior surface of the gypsum drywall on the opposite wall and the vertical space between the top of the garage floor and the underside of the highest ceiling. Exterior doors and windows are considered part of the Units. The Units will be delivered to Purchasers with painted walls, baseboards and ceilings, and with carpeted floors, hardwood floors or ceramic tile floors. All Units will be equipped with an internal fire suppression sprinkler system, elevator, dishwasher, garbage disposal, microwave, washer/dryer electric hook-up, smoke detector and carbon monoxide detector. The Purchaser will need to provide appliances at their own expense, including a stove/oven range, refrigerator, washer, and dryer. The installation of these fixtures and appliances are not required for the issuance of a Certificate of Occupancy. The Units will contain a great room, kitchen, dining area, laundry room, two and one-half bathrooms, two bedrooms, and storage areas. All Units will have a two-car garage, patio, balconies and a deck. Upgraded finishes will be available, if desired, at additional cost. Additional parking will be available on the individual driveway located in front of the garage, which is a part of each Unit.

The Building is to be constructed as set forth on the building plans drawn by Hanlon Architects and filed with the Village of Fairport. The plans comply with all applicable zoning and building laws, regulations, and codes, including the building codes of the State of New York and the Village of Fairport. No passive radon-resistant mitigation system will be provided. The Sponsor and principal are not aware of the presence of radon, or any other environmental risks or hazards, at the Premises. As disclosed at Special Risk #19, train noise can be heard at the Condominium. Construction of the Building has commenced.

The Sponsor expects the first unit to be complete in August, 2021. The entire project will be built and completed by December 2021. No roads will be dedicated to the Village of Fairport and access to the Buildings will be directly onto Parker Street, as shown on the Site Plan.



## V.

### LOCATION AND AREA INFORMATION

The Building is to be located on a parcel of land of approximately .25 acres located on the east side of Parker Street in the Village of Fairport, Monroe County, New York. The property is zoned in the Canal District and residential is a permissible use. All approvals for development have been received and there is no landmark designation. The site is located approximately one quarter of a mile from the center of the Village of Fairport. The land to the north is residential and to the east is used for residential and storage. To the south is the canal and west are single family residential uses. All land adjoining the property is developed, and the Sponsor or its principal do not have any rights to acquire any additional land. To the south and across the canal from the Building is the Residences at Canalside Condominium, which was built by a related entity of the Sponsor. All units at the Residences at Canalside Condominium are sold and the Sponsor has relinquished control of the condominium to their Board of Managers. Access to the Building is by way of Parker Street, a public road.

Shopping, places of worship, and medical care are available in the Village of Fairport. Banking facilities are located within the Village of Fairport, as are restaurant facilities. There is also the Erie Canal for boating and Potter Park for recreation as well within the Village.

The property is located within the Fairport School District. Public bus service is available in the Village. Refuse removal is picked up by the Village of Fairport.

Police protection is provided by the Village of Fairport Police Department. Fire protection is provided by the Fairport Fire Department. Water is provided by Monroe County Water Authority and sewer service is provided by the Village of Fairport. Snow removal and road maintenance for Parker Street is provided by the Village of Fairport. Snow plowing, and maintenance of the driveway and parking areas on the Property along with landscaping maintenance are the responsibility of the Condominium, and the Sponsor's estimate of the cost of these services is included in the budget of estimated annual expenses set forth herein.

Any changes to this information that occurs while sales are continuing will be disclosed in an amendment to the offering plan within thirty (30) days after the information becomes known to the Sponsor. Prior to the Sponsor conducting any sales activity (including marketing), soliciting offers, or entering into any Unit Reservation Agreements, the Sponsor must ensure that any changes to the Offering Plan are documented in a filed and accepted amendment with the Department of Law. Likewise, the Sponsor may not conduct any sales activity (including marketing), soliciting offers, or entering into any Unit Reservation Agreements once the offering plan has become "stale." An offering plan becomes "stale" when an amendment is required, but not timely filed, with the Department of Law.

**VI.**

**SCHEDULE “A”**

**OFFERING PRICES AND RELATED INFORMATION**

**NOTE I:** All projected charges are for the period August 1, 2021 through July 31, 2022.

**NOTE II:** Square footage is not measured from interior surfaces of interior walls, but is measured from the exterior framed portion of the Unit to the center of a common wall, and includes all interior finished area having drywall and either carpet, hardwood or tile floors. Therefore, the internal living space square footage is less than the area noted on Schedule A. While each garage is part of each Unit, garages, patios, and decks on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> floors and roof are NOT included in the square footage calculation. Please be advised that measurements can be stated as approximate, within reasonable tolerances.

**NOTE III:** The projected real estate taxes for the first year of operation are based on an assessment of the building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction is complete. See Footnote 5 for more information regarding the projected assessed valuation after completion of construction.

<b>*1 UNIT</b>	<b>*1 # of Bedrooms and Bathrooms</b>	<b>*1 Square Footage</b>	<b>*2 Offering Price</b>	<b>*3 % of Common Interest</b>	<b>*4 Projected Monthly Common Charges</b>	<b>*5(a) Projected Monthly Real Estate Taxes</b>	<b>*5(b) Projected Annual Real Estate Taxes</b>	<b>*6 Total Monthly Carrying Charges</b>
3	2/2.5	2530	\$1,045,000	33.33	\$634	\$1,402	\$16,822	\$2,036
5	2/2.5	2598	\$1,145,000	33.33	\$634	\$1402	\$16,822	\$2,036
7	2/2.5	2802	\$1,205,000	33.33	\$634	\$1462	\$17,544	\$2,096
<b>Totals</b>		<b>7,930</b>	<b>3,395,000</b>	<b>100%</b>	<b>\$1,902.00</b>	<b>\$4,266.00</b>	<b>\$51,188.00</b>	<b>\$6,168.00</b>

**\*See footnotes with corresponding numbers on following pages.**

**LIMITED COMMON ELEMENTS FOR EACH UNIT: Calculated in Square Feet**

<b>UNIT</b>	<b>FRONT PORCH</b>	<b>PATIO 1<sup>ST</sup> FLOOR</b>	<b>BALCONY 2<sup>ND</sup> FLOOR</b>	<b>BALCONY 3<sup>RD</sup> FLOOR</b>	<b>ROOF DECK</b>
3	40	102	231	152	284
5	37	148	139	131	233
7	31	156	151	101	301

## SCHEDULE "A"

### FOOTNOTES

1. The square footage of each unit was determined by measuring the exterior framed portion of the unit to the center of a common wall separating Units. These numbers do not represent the actual useable, interior square footage of the Units but are a standard form of measurement in the construction industry. Therefore, the internal living space square footage is less than the area noted on Schedule A. Please be advised that measurements can be stated as approximate, within reasonable tolerances. These numbers do not include the balconies or the rooftop decks that belong to each Unit. The square footages of these additional areas are shown on the floor plans in Part II of this Plan, and as further set out on Schedule A. Each Unit has two (2) bedrooms, two and one-half (2.5) bathrooms, great room, dining area, laundry room and kitchen. All Units have an internal fire suppression sprinkler system, and an elevator. All units have the Limited Common Elements noted on the chart above in addition to an additional parking space located in the driveway in front of the Unit's garage and a patio.
2. Purchase prices are shown on Schedule A. See Part X regarding price changes. Additional closing costs and adjustments are set forth in the Section XVII of this Plan entitled "Unit Closing Costs and Adjustments." Please note the disclosure therein at subsection I that the Sponsor is transferring its statutory obligation to pay transfer tax on the purchase price to the Purchaser. Purchaser will also be responsible for the additional real estate transfer tax of 1% due on a conveyance of residential property for \$1,000,000 or more (commonly referred to as the "mansion tax"). The price of a particular Unit is negotiable between the prospective purchaser and the Sponsor.
3. In accordance with Section 339-i (1)(iii) of the Condominium Act, the Common Interest of all Units will be in equal percentages, one for each unit as of the filing date of the declaration, or in equal percentages within separate classifications of units as of the date of the filing of the declaration.
4. The estimated Common Charges are shown on Schedule A. They do not include monthly payments on any mortgage procured by a purchaser, the purchaser's debt service on purchaser's financing, or any possible monthly repair expenses. For example, the internal fire suppression sprinkler system and elevator contained in each Unit must be inspected each year. Any required repairs of the same are the responsibility of the purchaser. As set forth in Schedule B, Projected Budget for First Year of Condominium Operation, and the accompanying notes, each Unit Owner will also pay the cost of heating, cooling, and electricity serving his Unit (see Schedule B-1).
5. Once the condominium is formed and the floor plans filed with the Monroe County Clerk, each Unit will be taxed as a separate tax lot, and each Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units. The estimated real estate taxes are the Sponsor's best estimate based upon information obtained from the local assessor. The assessed value of the building as completed will be \$968,000. The combined yearly tax rate as of

January 1, 2020 for School, County, Town and Village taxes is \$41.76 per thousand of assessed valuation, making a total estimated tax for the entire completed parcel of \$40,424, exclusive of special district levies which are not assessed per \$1,000 of assessed valuation. The actual amounts will also be affected by the tax rates in effect on the date of transfer of title to the Unit. The real estate taxes paid are tax deductible by Unit owners under current law up to the amount of \$10,000.00. This deduction may vary in future years due to changes in the interest rate on the Unit Owner's mortgage (if any); from changes in the allocation of constant debt service payments to interest and principal; from changes in real property taxes resulting from the expiration of real estate tax benefits; or from changes in the assessed value, the tax rate, or the method of assessing real property. The Town of Perinton/County of Monroe taxes are paid on a calendar year basis, the Fairport Central School District Taxes on a July 1 fiscal year and the Village of Fairport on a June 1 fiscal year. If the construction of the Property is completed by August, 2021, the Property would be reassessed for its post-construction value in May, 2022.

The projected real estate taxes for the first year of operation are based on an assessment of the building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction is complete.

6. The amounts in this column are the totals of the sums in footnotes 4 and 5(a) above.

**VII.**

**SCHEDULE "B"**

**PARKER STREET CONDOMINIUM ASSOCIATION**

**Budget for All Units for the First Year of Condominium Operation**

**For Year Commencing August 1, 2021 and Ending July 31, 2022**

**Projected Income**

Monthly Common Charges \$603

**Total Income \$21,711**

**Projected Expenses**

Snow Removal	\$5,725
Landscape	\$6,535
Insurance	\$4006
Management Fee	\$600
Legal Fee	\$500
Accounting Fee	\$1,500
Fire/Water Inspection	\$270
Water	\$1,175
Franchise Tax	\$100
Reserves	<u>\$1,300</u>

**Total Expense \$21,711**

(See Attached Footnotes)

NOTE: If the actual or anticipated date of commencement of condominium operation is delayed by more than six months from the budget year projected in the offering plan, the plan must be amended to include a revised budget disclosing current projections.

If amended projections exceed the original projections by twenty-five percent (25%) or more, the Sponsor must offer all purchasers the right to rescind and a reasonable period of time that is not less than fifteen (15) days after the date of presentation to exercise the right, whether or not sponsor offers to guarantee the previous budget projection.

Sponsor must return any deposit or down payment to purchasers who rescind within a reasonable period of time, including the expended cost of any extras.

Sponsor may not declare the plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the offering plan.

**Parker Street Condominium**  
**FOOTNOTES TO BUDGET SCHEDULE B**

1. **Maintenance Charges** are projected at \$603 per month per unit and \$7,237 per year per unit. The first year's budget is based on a budget year of January 1, 2021 through December 31, 2021.
2. **Snow Removal.** The estimated annual expense of \$5,725 for snow removal and salting as needed for the driveways, porches and sidewalk is based upon information given to the Sponsor by Elite Snowplowing & Property Care based on services for one season. No contract has been entered into for these services.
3. **Landscaping.** The estimated annual expense of \$6,535 for landscaping services is based on information provided by Elite Snowplowing and Property Care for one year to include mowing for the season, spring and fall cleanup, along with landscaped bed maintenance and shrub pruning. The expense for landscaping also includes lawn fertilizer and weed control along with tree and shrub fertilizer and disease control provided by TruGreen.
4. **Insurance.** The common area insurance expense estimated is based upon a quote obtained by Sponsor from its insurance agent, Quinton Protection Team, and includes "all risk" hazard insurance (which includes fire and casualty) in the amount of \$3,400,000.00 on a replacement cost, agreed amount basis with a \$5,000 deductible for the Building, all Units including walls, ceiling, floors and all mechanical equipment on a "single entity" basis. The insurance will be adequate to replace the building in the event of a total loss and to avoid being a co-insurer in the event of a partial loss. Also included is broad form public liability coverage, including personal injury, in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate. This insurance will be in place at closing. Individual coverage for damage to the interior of a unit, its accessories and furnishings and personal liability of a unit owner is not included and each unit owner is required to get their own policy for such coverages. Such a policy is referred to as an "HO-6". The insurance coverage meets the requirements of the Sponsor's mortgage lender. The "all risk" and liability insurance provide that (1) each Unit Owner is an additional insured party; (2) there will be no cancellation without notice to the board of managers; (3) a waiver of subrogation; (4) a waiver of invalidity because of the acts of the insured and the Unit Owners; and (5) a waiver of pro-rata reduction if Unit Owners obtain additional coverage. The insurance quote in the budget does not include officer's and director's liability, rental insurance or water damage which is available at an additional cost if needed.
5. **Management Fee.** The Sponsor's related company, Riedman Development Corporation, will manage the Condominium Association during the first year. The sole principal of Sponsor is also the sole principal of Riedman Development Corporation. The estimated expense is consistent with outside management companies.

6. **Legal Fee.** The cost shown for the annual legal expenses is estimated by Woods Oviatt Gilman LLP as \$500.00 for the first year of the Condominium Association as minimal legal services are anticipated to be needed for the first year of operation.
7. **Accounting Fee.** The audit fee of \$1,500 is based on a quotation provided by Bonn, Dioguardi & Ray LLP, certified public accountants, for preparing the yearly certified financial statements for the Condominium Association.
8. **Fire/Water Inspection.** The sprinkler system along with the backflow prevention device will be inspected on an annual basis per a quote provided by Flower City Sprinkler Service.
9. **Water.** A master water meter will be located in the utility room and a bill for water consumption will come from the Monroe County Water Authority to the Condominium Association. A sub-meter will be installed in each unit and each unit owner will then pay the Condominium Association for their water usage, at which time the Condominium Association will then pay the Water Authority.
10. **Franchise Tax.** Franchise taxes may be due and payable if the unincorporated Condominium Association is taxed as a corporation. The fixed dollar minimum franchise tax per year of \$100.00 may not apply. The tax payable by the Association may be more than this figure, but it is anticipated that any excess Common Charges collected will be credited against the following year's Common Charges and, therefore, taxable income of the Association should be minimal.
11. **Reserves** to be held in the reserve fund will be established for sealing of asphalt for the driveways every three years, along with roof replacement as follows:

Sealing every three years	\$ 300
Roof Replacement	\$ 1000

It is not anticipated that any major capital repairs will need to be completed within the first five (5) years of condominium operation.

**VIII.**

**SCHEDULE “B-1”**

**PROJECTED BUDGET FOR INDIVIDUAL ENERGY COSTS**

Unit #	Unit Sq. Ft.	Estimated -1 Heating Cost (Annual)	Heating Therms	Estimated - 2 Cooling Cost (Annual)	Cooling KWH	Estimated -3 Electrical Cost (Annual)	Electric KWH	Estimated -4 Water Cost (Annual)
3	2530	\$537.89	692.72	\$550.10	10500	\$2,750.52	52500	\$388.90
5	2598	\$552.52	711.55	\$565.19	10788	\$2,825.96	53940	\$388.90
7	2802	\$595.99	767.53	\$609.82	11640	\$3,048.72	58200	\$388.90

**Notes:**

1. The estimated annual gas heating cost (not including domestic hot water, including gas range) is based on information obtained by Sponsor from Q-Tech Engineering, P.C., a utility system designer with rates provided by Rochester Gas & Electric, the utility company providing gas service. These estimates are computed using an annual estimate of consumption of therms per unit multiplied by the estimated residential rate of \$1.553. Note: The rate includes a 10% inflation factor and an 8% sales tax.
2. The estimated annual electrical usage for cooling costs is based on information obtained by Sponsor from Q-Tech Engineering, P.C., a utility system designer with rates provided by Fairport Electric, the utility company providing electrical service. These estimates are computed using an annual estimated consumption of KWH per Unit multiplied by the estimated rate of \$.0441 per KWH. The rate includes a 10% inflation factor and an 8% annual sales tax.
3. The estimated annual electrical usage for elevator, lighting, furnace supply fan, electric water heater and miscellaneous accessories (TV, laundry, etc.) is based on information obtained by Sponsor from Q-Tech Engineering, a utility system designer with rates provided by Fairport Electric, the utility providing electrical service. These estimates are computed using annual estimated consumption of KWH per unit multiplied by the estimated rate of \$.0441 per KWH. Note the rate includes a 10% inflation factor and an 8% annual sales tax.
4. The estimated annual water cost per unit is based on information obtained by the Monroe County Water Authority. Assuming two people per unit using 100 gallons of water per person, annual water usage is estimated to be 72,000 gallons of water. Water will be provided by Monroe County Water Authority at a rate of \$3.38 per thousand gallons of



water plus \$.23 per day. Note: The rate includes a 10% inflation factor and an 8% annual sales tax.

5. There will be no common electricity, gas or heat among the Units.

**IX.**

**COMPLIANCE WITH REAL PROPERTY LAW § 339 – (i)**

**July \_\_\_\_, 2020**

**Kenrick Corporation**  
3495 Winton Road,  
Rochester, New York 14623

State of New York  
Department of Law  
Real Estate Finance Bureau  
28 Liberty Street  
New York, New York 10005

Re: Parker Street Condominium  
Village of Fairport, Monroe County, New York

Gentlemen:

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to review the manner of allocation of common interest pursuant to New York State Real Property Law Section 339-i. This section sets forth the permissible methods for allocating the interests in a condominium. I am a licensed real estate (broker/sales person) and have experience selling and managing condominiums and other relevant expertise in connection with the sale of residential property.

In accordance with Section 339-i(1)(iii) of the Condominium Act, the common interest for all Units shall be equal. Since the Units are all of a similar size, this is an acceptable way to allocate the common interests.

I have no beneficial interest in the Sponsor or in the profitability of the project.

We understand that a copy of this letter is intended to be incorporated into the offering plan. This certification is made under penalty of perjury for the benefit of all persons to whom this offer was made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and the Penal Law.

**Kenrick Corporation**

BY: \_\_\_\_\_  
Anita Smith, CEO

Sworn to before me this \_\_\_\_  
day of July, 2020.

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

## X.

### CHANGES IN PRICE OF UNITS

Prior to the Sponsor conducting any sales activity (including marketing), soliciting offers, or entering into any Unit Reservation Agreements, the Sponsor must ensure that any changes to the Offering Plan are documented in a filed and accepted amendment with the Department of Law. Likewise, the Sponsor may not conduct any sales activity (including marketing), soliciting offers, or entering into any Unit Reservation Agreements once the offering plan has become "stale." An offering plan becomes "stale" when an amendment is required, but not timely filed, with the Department of Law

The offering prices set forth in Schedule A may only be changed by a duly filed amendment to the Plan if the change in price is an across-the-board change affecting the Units, or is to be advertised, or is a price increase for an individual purchaser. Sponsor, however, may enter into an agreement with an individual purchaser to sell a Unit at a price lower from that set forth in Schedule A since the prices are negotiable.

No changes will be made in the size or number of Units and/or their respective percentages of Common Interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Plan and when applicable Declaration.

Unless the purchaser consents, no change will be made in Unit size or layout, percentage of Common Interest, or in the amount or quality of Common Elements directly affecting or servicing the Unit if a purchase agreement has been executed and delivered to Sponsor for that Unit.

Unless all purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements.

## **XI.**

### **INTERIM LEASES**

Sponsor may rent any vacant Unit before it is sold. No rental protection laws are applicable to such interim lessees. A typical interim lease (possession agreement) is included in Part II of this Plan. All leases entered into by the Sponsor will be subject to and comply with all applicable local and state laws, including all laws governing the duration of occupancies/tenancies.

If Sponsor leases the Unit to the contract purchaser, an uncured default under the purchase agreement shall be deemed a default under the lease and vice versa. However, Sponsor will obtain an order of eviction against the lessee (unless the lessee has vacated the Unit) before utilizing the lease default to declare a default under the purchase agreement. After a default under the purchase agreement, or rescission of the purchase agreement by the lessee, the interim lessee will have ten (10) days to vacate the Unit.

The risk of loss is on the lessee for the losses not covered by the Condominium's insurance (i.e. personal property). Sponsor assumes the risk of loss to the Unit. A Purchaser taking possession prior to closing is advised to obtain insurance for items not covered by the Condominium's insurance.

Because the Sponsor has secured construction financing through Genesee Regional Bank, in the event Sponsor chooses to rent a Unit, Sponsor will need to provide a copy of the lease to the Bank for approval.

## **XII.**

### **UNIT RESERVATION AGREEMENTS**

Prior to the Sponsor conducting any sales activity (including marketing), soliciting offers, or entering into any Unit Reservation Agreements, the Sponsor must ensure that any changes to the Offering Plan are documented in a filed and accepted amendment with the Department of Law. Likewise, the Sponsor may not conduct any sales activity (including marketing), soliciting offers, or entering into any Unit Reservation Agreements once the offering plan has become "stale." An offering plan becomes "stale" when an amendment is required, but not timely filed, with the Department of Law.

Prior to entry into a Purchase Agreement, the Sponsor may engage in discussions with a prospective Purchaser as to entry into a Unit Reservation Agreement substantially in the form in Part II of this Plan. Any Unit Reservation Agreement entered into will constitute only a mutual accommodation between the prospective Purchaser and Sponsor, under which they will discuss and negotiate pricing, plans, and other terms for potential entry into a Purchase Agreement. Sponsor may enter into an agreement with a prospective purchaser to sell a Unit at a price lower than that set forth in Schedule A; provided, however, no changes will be made in the offering prices set forth in Schedule A if the change in price is an across-the-board change affecting the Units, or is to be advertised, or is a price increase for an individual purchaser, and no material changes will be made in the size of a Units without a duly filed amendment to the Plan (See Article X) Upon entry by the prospective Purchaser and Sponsor into a Unit Reservation Agreement, neither party will have any obligation to proceed with entry into a Purchase Agreement.

Under the terms of the Unit Reservation Agreement, the Sponsor agrees not to enter into any Purchase Agreement with respect to the Unit with any party other than the prospective Purchaser, but with the Sponsor nevertheless reserving all rights to engage in all advertising, promotion, listing, and other marketing of the Unit for sale. Upon execution of a Unit Reservation Agreement, the prospective Purchaser will be required to deposit with the Sponsor \$10,000 as the Unit Reservation Deposit, which sum will be paid to the Escrow Agent and deposited in the segregated special escrow account for the Plan. The Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h, and the Attorney General's regulations promulgated pursuant thereto.

The law firm of Woods Oviatt Gilman LLP, with an address at 1900 Bausch & Lomb Place, Rochester, New York 14604, telephone number 585-987-2800, shall serve as escrow agent ("Escrow Agent") for Sponsor and prospective Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Kelley Ross Brown, Esq.; W. Stephen Tierney, Esq.; Jerry A. Goldman, Esq.; David DiMarco, Esq.; and Kristopher Vurraro, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Reservation Agreement or otherwise concerning the maintenance of release of the Unit Reservation Deposit from escrow.

The Escrow Agent has established the escrow account at M&T Bank, located at 3 City Center, 180 South Clinton Avenue, Rochester, New York 14604 ("Bank"), a bank authorized to do business in the State of New York. The segregated special escrow account is entitled "Woods Oviatt Gilman LLP Attorney Escrow Account of Parker Street Condominium ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000.00 per deposit. Any deposit in excess of \$250,000 will not be insured. All Unit Reservation Deposits received from the prospective Purchaser shall be in the form of checks or wire transfers of immediately available funds, and shall be made payable to the order of Woods Oviatt Gilman LLP, as Escrow Agent.

The Escrow Account does not bear interest for the prospective Purchaser, as the Sponsor has elected to place the funds in a separate Interest-On-Lawyer's-Account ("IOLA") pursuant to Judiciary Law Section 497. However, no fees of any kind may be deducted from the account principal, and the Sponsor shall bear any administrative cost for maintenance of the Escrow Account. Sponsor will comply with the escrow and trust fund requirements of General Obligations Law 352-e (2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto, with regard to such deposits.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with applicable statutes and regulations.

Within five (5) business days after the Unit Reservation Agreement has been tendered to Escrow Agent along with the Unit Reservation Deposit, the Escrow Agent shall sign the Unit Reservation Agreement and place the Unit Reservation Deposit into the Escrow Account for the benefit of prospective Purchaser. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to the prospective Purchaser and Sponsor, confirming the Unit Reservation Deposit. If the prospective Purchaser does not receive notice of the deposit within fifteen (15) business days after tender of the Unit Reservation Deposit, the prospective Purchaser may cancel the Unit Reservation Agreement within ninety (90) days after tender of the Unit Reservation Agreement and Unit Reservation Deposit to the Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street New York, N.Y. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Unit Reservation Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning deposits and requisite notice was timely mailed to the prospective Purchaser.

All Unit Reservation Deposits are and shall continue to be prospective Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

The Escrow Agent shall release the Unit Reservation Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Unit Reservation Agreement;

or

(b) in a subsequent writing signed by both Sponsor and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Unit Reservation Deposit as set forth above, and the Escrow Agent receives a request by either party to release the Unit Reservation Deposit, then the Escrow Agent must give both the prospective Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Unit Reservation Deposit. If the Escrow Agent has not received notice of objection to the release of the Unit Reservation Deposit prior to the expiration of the thirty (30) day period, the Unit Reservation Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of the release. If the Escrow Agent receives a written notice from either party objecting to the release of the Unit Reservation Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Unit Reservation Deposit until otherwise directed above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Unit Reservation Deposit contained in the Escrow Account with the Monroe County Clerk where the project is located and shall provide written notice to both parties of the deposit.

Any provision of any Unit Reservation Agreement or separate agreement, whether oral or in writing, by which a prospective Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Unit Reservation Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Unit Reservation Agreement, Plan, or any amendment thereto.

Escrow Agent shall maintain the Escrow Account under its direct supervision and control. A fiduciary relationship shall exist between Escrow Agent and prospective Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under the Unit Reservation Agreement, and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Unit Reservation Deposit received by them to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Unit Reservation Deposit by a prospective Purchaser. Sponsor further agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

Prior to release of the Unit Reservation Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Unit Reservation Deposit nor deducted from the Deposit by any financial institution under any circumstance. Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and

damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with the Unit Reservation Agreement or the performance or non-performance of Escrow Agent's duties under the Unit Reservation Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in the Unit Reservation Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

THE UNIT RESERVATION DEPOSIT WILL BE FULLY REFUNDABLE TO THE PROSPECTIVE PURCHASER UPON TERMINATION OF THE UNIT RESERVATION AGREEMENT FOR ANY REASON AND IN ALL EVENTS AND CIRCUMSTANCES WHATSOEVER, AND SPONSOR WILL IN NO EVENT HAVE ANY RIGHT, TITLE, OR INTEREST TO THE UNIT RESERVATION DEPOSIT, NOR WILL SPONSOR HAVE ANY RIGHT TO RETAIN ANY PORTION OF THE UNIT RESERVATION DEPOSIT UNLESS A PURCHASE AGREEMENT IS EXECUTED BETWEEN SPONSOR AND THE PROSPECTIVE PURCHASER. THE TIME PERIODS SET FORTH ABOVE FOR THE RETURN OF THE UNIT RESERVATION DEPOSIT ARE SUBJECT TO THE CLEARING OF ANY CHECK FURNISHED BY THE PROSPECTIVE PURCHASER FOR THE UNIT RESERVATION DEPOSIT AND SO DEPOSITED IN THE ESCROW AGENT'S SEGREGATED SPECIAL ESCROW ACCOUNT.

IN THE EVENT AN AMENDMENT ABANDONING THIS PLAN IS ACCEPTED FOR FILING BY THE DEPARTMENT OF LAW, ESCROW AGENT SHALL PROMPTLY RETURN THE UNIT RESERVATION DEPOSIT TO THE PROSPECTIVE PURCHASER.

Upon execution of a Purchase Agreement between Sponsor and the prospective Purchaser, the Unit Reservation Agreement will be deemed terminated and the Unit Reservation Deposit will be retained in the Subaccount by Escrow Agent and credited against the down payment due under the Purchase Agreement.



### **XIII.**

#### **PROCEDURE TO PURCHASE**

Any person may accept the Sponsor's offer to sell the Condominium Units by entering into a purchase agreement with the Sponsor, provided the purchaser has been afforded at least three (3) business days within which to review the Offering Plan and all filed amendments prior to executing a purchase agreement. A complete copy of the purchase agreement is set forth in Part II of this Plan.

Upon signing the purchase agreement, the purchaser shall make a down payment of five percent (5%) of the total purchase price. Within five (5) business days after the purchaser delivers an executed purchase agreement to the Sponsor, the Sponsor shall either accept the purchase agreement and return a fully-executed counterpart to the purchaser, or reject the purchase agreement and refund the deposit previously tendered. Failure to respond shall be deemed a rejection. After the Plan has been declared effective, the Sponsor will fix dates for closing title to all Units for which purchase agreements have been executed by serving notice on each purchaser stating the date of the first closing and setting such purchaser's closing date. Such notices will be served no less than thirty (30) days before the date set for the closing of the Units unless the purchaser signs a waiver, the form of which is set forth below.

#### **WAIVER**

I hereby waive thirty (30) days' notice of the closing of my Unit purchase and agree that five (5) business days' notice is sufficient.

\_\_\_\_\_  
Purchaser  
Unit No. \_\_\_\_\_

The Sponsor anticipates that the first closing of a Unit will occur on or about August 1, 2021. Purchasers will be offered a right of rescission if (i) the actual date of closing of title to the first Unit; or (ii) the projected date of closing of title to the first Unit occurs later than August 1, 2022, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than twelve months beyond that amended, later date.

However, if the first unit closing occurs on or before August 1, 2021, the Sponsor may schedule the closings of title to other Units significantly later than such date. Unless your purchase agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified timeframe or to ensure that closing of title to your Unit will occur by any date certain. **PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.** In the event, however, Sponsor cannot convey title to the Unit on or before twelve (12) months from the date in the Purchase Agreement, affected Purchasers will be offered a right of rescission.

If the first Unit closing is delayed twelve (12) months or more, purchaser will be offered rescission. If Condominium operation commences more than 6 months after August, 2021, the Plan will be amended to include updated budget projections. If the amended projections exceed the original projections by 25% or more, the Sponsor will offer purchasers rescission with 15 days to respond. In the event of rescission, a purchaser's deposit will be returned, in addition to any expended monies for extras of special work in process or completed..

Each purchase agreement will contain a provision, in those instances where the purchaser desires mortgage financing, making the agreement contingent upon the purchaser obtaining a mortgage commitment from a lending institution in the desired amount within a period of sixty (60) days from the date of the purchase agreement. The Sponsor will not offer financing, nor will the Sponsor provide a preferred lender. The Purchaser must advise the Sponsor within 3 business days after it has been notified that it is unable to obtain a mortgage. The agreement will further provide that if the purchaser is unable to obtain a mortgage commitment within the specified time, his entire down payment will be refunded. The time within which a purchaser may obtain a mortgage commitment may only be extended by mutual agreement, in writing, between purchaser and Sponsor. However, if the commitment lapses despite the purchaser's good-faith effort to extend it, Sponsor must grant the purchaser a right of rescission and a reasonable time to exercise it.

In addition, note that under New York law, when a mortgage commitment is not fulfilled through no fault of the purchaser, performance is excused. Therefore, if the purchaser acts in good faith and the lender revokes the loan commitment after the contingency period expires, performance is excused, and the Sponsor must grant to such purchaser a right of rescission and a reasonable time to exercise such right.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of Units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building where the Sponsor has not sold a substantial percentage of the Units in the building which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to resell a unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. However, while Sponsor is not limiting the conditions under which the Sponsor may choose to rent rather than sell the units, Sponsor is committed to selling a sufficient number of Units to comprise the 15% necessary to declare the Condominium Plan effective. Consummation of the plan is evidenced by the filing of an effectiveness amendment.

### **The Escrow Agent:**

The law firm of Woods Oviatt Gilman LLP, with an address of 1900 Bausch & Lomb Place, Rochester, New York 14604, telephone number 585-987-2800, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Kelley Ross Brown, Esq., Jerry A. Goldman, Esq., W. Stephen

Tierney, Esq., Kristopher Vurraro, Esq. and David DiMarco, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

**The Escrow Account:**

The Escrow Agent has established the escrow account at M&T Bank, located at 180 South Clinton Avenue, 3 City Center, Rochester, New York 14604, in the State of New York (“Bank”), a bank authorized to do business in the State of New York. The escrow account is entitled Woods Oviatt Gilman LLP as Escrow Agent for Parker Street Condominium (“Escrow Account”). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured.

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Woods Oviatt Gilman LLP, as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement between Purchaser and Sponsor.

The Escrow Account is an IOLA account, pursuant to Judiciary Law §497.

**Escrow Agreement:**

The Escrow Agreement is set forth in Part II of the Plan. The Escrow Agreement must be executed by the Sponsor, Purchaser, and Escrow Agent at the time that the Purchase Agreement is signed.

**Notification to Purchaser:**

Within five (5) business days after the Purchase Agreement and Escrow Agreement have been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall place the Deposit into the Escrow Account. With ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit, if any. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement between Purchaser and Sponsor.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the

New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, N.Y. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

**Release of Funds:**

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL §352-h.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to CGL §§352-3(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

- a. pursuant to terms and conditions set forth in the Escrow Agreement upon closing of title to the Unit; or
- b. in a subsequent writing signed by both Sponsor and Purchaser; or
- c. by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit 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 for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

**Waiver Void:**

Any provisions of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and CGL §§352-3(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

The Sponsor may apply to the Attorney General to use security in the form of surety bonds or letter of credit in lieu of escrow of such funds. Should such an application be made, this Plan will be amended to reflect such application.

Section 71-a(3) of the New York Lien Law which requires holding a deposit for new home construction in escrow is satisfied by the escrow provisions of the Plan.

The risk of loss from fire or other casualty in a Unit, Common Element or Limited Common Element remains with the Sponsor until closing or until purchaser takes actual possession of a Unit pursuant to a written agreement with the Sponsor. In the event of a transfer of risk prior to closing, the purchaser is advised to secure insurance upon possession. The Condominium insurance insures the Unit, but the Purchaser is responsible for insuring the contents of the Unit.

The Sponsor will notify a Purchaser within ten (10) days of a casualty whether or not it will repair the damage. If Sponsor will repair, then the damage will be repaired as promptly as possible including the Unit, Common Elements, essential services and ingress/egress. Purchaser shall make a good faith effort to have its mortgage commitment extended to allow for repair of the damage, but if it cannot be extended, Purchaser will be offered a 15-day right of rescission. If Sponsor will not repair the damage, the contract shall terminate and Buyer's deposit shall be refunded with interest, if any.

In the event of a default by the purchaser under the purchase agreement, which default continues for a period of thirty (30) days after notice of the default in writing from Sponsor to purchaser, thereafter the down payment will be deemed forfeited released to the Sponsor from such account as liquidated damages, and neither party shall have any further liability to the other. Any such release shall be governed by the Escrow Agreement contained in Part II of the Plan.

In the event of failure by the Sponsor to convey title to a Unit within twelve (12) months after the date for the delivery of title set forth in the purchase agreement, except for the purchaser's default, and except for unforeseen events not within the control of the Sponsor, such as acts of God, strikes, or moratoria on manufacture or delivery of necessary supplies and

materials, the purchaser shall have the option to cancel the purchase agreement and to have the down payment and interest earned, if any, returned by the Sponsor. Any such return shall comply with the provisions of the Escrow Agreement contained in Part II of the Plan.

The purchaser, at closing, must sign a Power of Attorney to the Board of Managers in the form contained in Part II of the Plan.

The purchase agreement may not contain, or be modified to contain, a provision waiving purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law.

The Plan and the purchase agreement must provide that any conflict between the Plan and the purchase agreement will be resolved in favor of the Plan.

**XIV.**

**ASSIGNMENT OF PURCHASE AGREEMENTS**

Sponsor will permit the assignment of purchase agreements with prior consent, not to be unreasonably withheld or delayed, provided the assignee's credit is acceptable to Sponsor.

## XV.

### EFFECTIVE DATE OF THIS PLAN

The Sponsor's offer to sell the Units described in this Plan is contingent upon the Plan being declared effective and upon certain other conditions and time periods, as follows:

A. The transfer of title to the first Unit by Sponsor to a Unit purchaser may not occur before the Plan is declared effective. The plan may be declared effective by an amendment to the Plan. The first closing will not occur until the effectiveness amendment is accepted for filing by the New York State Department of Law. It may also be declared effective by personal service of written notice on each purchaser or by commencement of service by mail in the manner required by Section 20.1(d) stating the Plan (1) was declared effective on a particular date, (2) the percentage used to declare the Plan effective, and (3) a list of the Units being counted to meet the minimum percentage under the terms of the Plan to declare it effective. A closing may occur without Sponsor submitting an amendment to the Department of Law to declare the Plan effective; however, the Sponsor must comply with the requirements of 13CRR-NY 20.5(e) when submitting a post-closing amendment pursuant to 20.5(f) of this Part.

B. Sponsor may, at its option, declare this Plan effective and file the Declaration at any time following the execution of purchase agreements with bona fide Unit purchasers, including investors, representing at least fifteen percent (15%) of the Units offered under the Plan. In this Plan, 15% is equal to 1 Unit.

C. This Plan will not be declared effective based on purchase agreements (1) signed by purchasers who have been granted a right of rescission that has not yet expired or been waived; or (2) with any purchaser who is the Sponsor, the Selling Agent, or the Managing Agent, or is a principal of the Sponsor, the Selling Agent, or the Managing Agent or is related to the Sponsor, the Selling Agent, or the Managing Agent or to any principal of the Sponsor, or the Selling Agent, or the Managing Agent by blood, marriage, or adoption or as a business associate, an employee, a shareholder, or a limited partner; except that such a purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the purchase is bona fide; or (3) if the purchaser was not given at least three (3) business days to review the Plan and all filed amendments prior to execution of the purchase agreement.

D. This Plan must be declared effective by the Sponsor when purchase agreements are accepted for the sale of eighty percent (80%) or more of the Units offered under the Plan. In this Plan, 80% of the Units is equal to 3 Units.

E. The Plan may be abandoned by the Sponsor, at its option, at any time before it is declared effective or before eighty percent (80%) of the Units have been purchased. Within ten (10) days after abandonment, all moneys paid by purchasers, together with all interest earned thereon, if any, shall be refunded in full to all purchasers. Sponsor shall promptly submit an amendment to the Plan to the Department of Law and file a notice of abandonment on Form RS-3 or such other form as the Department of Law may require and shall explain the reason for the abandonment and the disposition of all funds received.



F. Once the Plan has been declared effective, the Plan may be abandoned only if (1) a defect in title exists which cannot be cured without litigation or cannot be cured for less than ½ % of the total of the purchase prices of the units; or (2) substantial damage or destruction of the building by fire or other casualty occurs which cannot be cured for less than \$100,000.00; or (3) the taking of any material portion of the property by condemnation or eminent domain occurs. Any stated dollar amount relied upon as basis for abandonment after effectiveness must exclude any attorney's fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known by to the Sponsor or are a matter of public record. The Plan may not be abandoned for judgments or liens known to the Sponsor or its principal on the date of the Plan or resulting from acts of the Sponsor or its principal.

G. If the Sponsor does not record the Declaration and the Condominium has not been declared effective within eighteen (18) months from the date of this Offering Plan, the purchaser may, by giving written notice to the Sponsor, cancel the purchase agreement, in which event all moneys paid by the purchaser to the Sponsor, with interest earned, if any, will be promptly returned.

## XVI.

### TERMS OF SALE

Upon payment of the balance of the purchase price, which is due at the time of closing, in cash and/or with the proceeds of a mortgage loan, the purchaser will receive a full Warranty Deed provided in Part II of the Plan, containing the provisions set forth in Section 13, subdivision 5 of the Lien Law of the State of New York, which will convey good and marketable title of the fee ownership in the Unit and a percentage of Common Interest in the Common Elements, free and clear of liens and encumbrances (except as set forth below), but subject to the provisions of the Declaration and By-Laws creating and governing the Condominium.

Sponsor shall notify purchaser or purchaser's attorney at least thirty (30) days prior to closing that the Unit is ready (unless purchaser has signed the Waiver set out above), and Sponsor shall also advise when the Common Charges are due and payable. The purchase agreement between a purchaser and the Sponsor may be modified by mutual agreement in writing, provided any such modification is not inconsistent with the law. A form of Unit Deed is contained in Part II of the Plan. Sponsor's mortgagee has consented to the formation of the condominium and acknowledged that its lien is limited to unsold condominium units, in addition to consenting that its mortgage lien is subordinated to the declaration of condominium. Sponsor's project financing has created a lien on the condominium units, but Sponsor's mortgagee agrees that its mortgage lien will be released at the closing of each Unit being conveyed and its appurtenant interest in the Common Elements.

The risk of loss, in connection with the Units or the Common Elements, is on Sponsor until the closing or until the purchaser takes possession of the Unit, if sooner. The insurance for the Condominium covers the Unit but the purchaser is responsible for its contents. Sponsor will notify purchaser within 10 days of a casualty if it will repair any damage from a casualty or other cause that occurs before the closing of a purchaser's Unit. If the Sponsor does not repair the damage, the contract shall terminate and Buyer's deposit shall be refunded with interest, if any.

If Sponsor repairs the damage, it will do so as soon as possible and will restore the Unit, Common Elements, essential services and ingress/egress to the Unit. Purchaser shall make a good faith effort to have its mortgage commitment extended to allow the repairs to be made but if it is not obtained, purchaser will be offered a 15 day right of rescission as stated in Section XII. Closing may take place only after or concurrently with the following:

A. The issuance, by the Village of Fairport, New York, of a temporary or permanent Certificate of Occupancy for the Unit to be transferred. Sponsor will obtain a permanent Certificate of Occupancy before the temporary Certificate of Occupancy expires.

B. The recording and/or filing of the Declaration, By-Laws, and Floor Plans in the Monroe County Clerk's Office prior to the first conveyance of title to a Unit in accordance with the New York Condominium Act or applicable State and local law.

C. The recording of a partial release of liens from the Sponsor's construction loan with Genesee Regional Bank affecting the Unit to be transferred, , together with its appurtenant share of Common Interest, from such lien, as required by Condominium Act Section 339-r.

D. The opportunity for the purchaser, during the thirty (30) day or other applicable notice period described above, to inspect the Unit and other property subject to the Declaration.

E. The execution by the purchaser of a Power of Attorney in the form set forth in Part II of this Plan designating the Board of Managers of the Condominium as attorneys-in-fact for the purchaser, coupled with an interest, for the purpose of managing, selling, mortgaging, leasing, voting, or otherwise dealing with any Units acquired by the Board of Managers in accordance with the provisions of the By-Laws.

F. Upon the recording of the Declaration, Sponsor will deliver to the Board of Managers all manufacturers' and subcontractors' guarantees and warranties, to the extent same are applicable to the Common Elements and to the extent same are assignable by Sponsor, relating to common area electrical, plumbing, and roofing, if any.

G. Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at closing free and clear of all liens, encumbrances, and title exceptions, other than those described in the Plan and the proposed Deed and as further set out below:

1. Any state of facts disclosed by a survey made by David M. Paonessa, L.S., P.C. dated March 23, 2017, provided none of the same would render title unmarketable.

2. Any access and utility easements of record or which may be granted by the Sponsor hereafter. The title company will affirmatively insure that none of the easements affect the use of the Property as a residential Condominium.

3. All the terms, covenants and conditions of the Declaration, the By-Laws, and the Building plans, as filed or recorded, and the Offering Plan and any amendments thereto.

4. All easements set forth in the By-Laws and the Declaration as they are subsequently recorded, and in the Offering Plan and purchase agreement, including:

a. Easements in favor of the Owners of other Units to use the pipes, wires, conduits, and public utility lines located in the Common Elements, or in a Unit itself servicing such other Units, and easements of necessity in favor of the other Units and/or the Common Elements.

b. Easements for the continuance of encroachments on the Unit and on the Common Elements by other Units or portions of the Common Elements now existing or hereafter occurring by reason of the settling or shifting of the Units, or by reason of the repair and/or restoration by the Board of Managers of the Units or Common Elements after damage by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an

alteration to the Common Elements made by the Board of Managers, so that any such encroachment may remain as long as the Building shall stand.

c. A reciprocal easement in favor of all other Unit Owners for the use of all Common Elements.

5. Zoning and building ordinances, resolutions, restrictions, and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the Building or its contemplated use.

6. All other easements and covenants of record.

7. If applicable, prior to closing the Sponsor will procure the real property transfer gains tax tentative assessment and return (or statement of no tax due) and will, at closing, pay all real property transfer gains tax and all other transfer taxes due and comply with the New York State Department of Taxation and Finance Section 20.3(r)(7).

H. All personal property located within the Unit on the date the purchase agreement is signed or located within the Common Elements on the date the Declaration is filed, that is owned by the Sponsor is included in the conveyance.

I. A decrease in a Unit's square footage area of 5% or less will not affect a purchaser's obligations to purchase, unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material.

## XVII.

### UNIT CLOSING COSTS AND ADJUSTMENTS

The estimated closing costs, expenses, and adjustments to be borne by each purchaser of a Unit will be as follows:

A. Recording charges for Deed to purchaser (Recording fees are \$5.00 per page plus \$45 — approximate expenditure will be \$60). An additional form which costs \$125.00 to file must be recorded with the deed.

B. Recording charges for the Power of Attorney to the Board of Managers. (Recording fees are \$5.00 per page plus \$45 — approximate expenditure will be \$50.)

C. The mortgage closing costs in the event the purchaser makes use of mortgage financing. The Sponsor is not providing financing, nor has the Sponsor procured a specific lender to do so. If the purchaser chooses to finance the purchase, such costs may include, but may not be limited to, loan origination fee, appraisal, application and credit fees, private mortgage insurance premium (if required), a fee charged by the lender's attorney; the New York State mortgage tax (which is an amount equal to one percent (1%, less \$25.00) of the total mortgage indebtedness rounded to the nearest \$100), the cost of the lender's title insurance policy, if any; and the cost of recording the mortgage (recording fees are \$5.00 per page plus \$45 for filing the document, and will generally amount to \$165.00). The Sponsor makes no representation as to the actual cash amounts of the foregoing items, as they are subject to change.

D. (i) The cost of a Unit Owner's fee title insurance policy in the event the purchaser elects to obtain such coverage. The Sponsor has designated Stewart Title Insurance Company to provide title insurance policies, which title insurance will insure that the Condominium is validly formed. According to the title insurance company the rates charged for a policy insuring fee title are based on the following schedule: \$338.00 for the first \$35,000.00 of consideration; \$7.52 per \$1,000.00 of consideration up to \$50,000.00; \$4.69 per \$1,000.00 of consideration up to \$100,000.00; \$3.78 per \$1,000.00 of consideration up to \$500,000.00; and \$3.38 per \$1,000.00 of consideration up to \$1,000,000.00. The rates are filed with the New York State Insurance Department for Zone 1 and are subject to change. Purchasers are not prohibited from purchasing a policy of title insurance from any other title company.

(ii) The cost of a Unit Owner's mortgage title insurance policy in the event the purchaser is required to obtain such coverage. The Sponsor has designated Stewart Title Insurance Company to provide title insurance policies, which title insurance will insure that the Condominium is validly formed. According to the title insurance company the rates charged for a policy insuring the mortgagee's interest are based on the following schedule: \$284.00 for the first \$35,000 of loan amount; \$6.28 per \$1,000.00 of loan amount up to \$50,000.00; \$3.90 per \$1,000.00 of loan amount up to \$100,000.00; \$3.14 per \$1,000.00 of loan amount up to \$500,000.00; and \$2.81 per \$1,000.00 of loan amount up to \$1,000,000.00. The rates are filed with the New York State Insurance Department for Zone 1 and are subject to change. Purchasers are not prohibited from purchasing a policy of title insurance from any other title company.

E. If a purchaser obtains a commitment for a mortgage loan to finance the purchase of his Unit, the mortgage on the Unit may provide that the mortgagor shall deposit monthly with the mortgagee a portion of the annual real estate taxes and private mortgage insurance premium (if applicable).

F. Purchasers will be required to pay monthly in advance to the Board of Managers Common Charges allocable to their Units. Common Charges assessed during the month in which title closes shall be adjusted as of the closing date. The amount of such Common Charges to be assessed against each Unit will be fixed by the Board of Managers.

G. Real estate taxes for each Unit for the tax year in which title closes will be apportioned between the Sponsor and the purchaser as of the date of closing of title. In the event that a Unit has not been separately assessed on the closing date for the then current tax fiscal year, the apportionment of real estate taxes shall be based upon the assessment for the land and the Buildings comprising the Condominium and the percentage of the Common Elements appurtenant to the Unit. Sponsor will place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the Condominium for the six (6) month period following the first closing. This amount will be disclosed in the post-closing amendment to the Plan which is required to be filed with the New York State Attorney General after the first Unit closing. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and the Sponsor will be entitled to proportionate reimbursement from Unit Owners.

H. Water and sewer charges through the date of closing will be paid by the Sponsor.

I. Pursuant to the terms of the purchase contract, the Sponsor has transferred its statutory obligation to pay transfer taxes to the purchaser. Purchaser will pay the New York State Transfer Tax imposed in connection with this transfer, at the rate of \$4.00 per each \$1,000.00 of the purchase price for the Unit.

J. Purchasers will not be required to pay any portion of the fee of Sponsor's attorney. However, they will pay the fees and expenses of their own attorney.

K. A purchaser of a Unit costing \$ 925,000, with a down payment of \$ 185,000 and a \$ 740,000.00 mortgage, might expect to pay closing costs as follows:

1.	Record Deed	\$ 60.00
2.	Record Mortgage	165.00
3.	Record Equalization Form	125.00
4.	Record Power of Attorney	50.00
5.	Appraisal	750.00
6.	Lender's Attorney	750.00
7.	New York State Mortgage Tax	7,375.00
8.	Fee and Mortgagee Title Insurance	4,537.00
9.	Transfer Tax	<u>3,700.00</u>
	<b>Total</b>	<b>\$17,512.00</b>

## XVIII.

### RIGHTS AND OBLIGATIONS OF SPONSOR

**A. Sponsor May Sell or Lease Units.** Sponsor retains the absolute right to sell or lease Units as market conditions dictate, upon consummation of the Plan. This right will continue after consummation of the offering plan. However, it intends to sell at least 15% of the Units in order to create an effective condominium. All leases entered into by the Sponsor will be subject to and comply with all applicable local and state laws, including all laws governing the duration of occupancies/tenancies.

**B. Sponsor's Undertaking.** Upon transfer of title to the first Unit, the Sponsor will deliver an undertaking to the Board of Managers obliging the Sponsor to perform the obligations described herein. No bond or other security has been given or will be given to secure the performance of any of said obligations. The Sponsor will have the right to control all decisions during the sponsor-control period; however, the Sponsor has a fiduciary duty to act in the best interests of the Condominium. Furthermore, the Sponsor must enforce its obligations under the Plan, as those obligations are described in the Plan, and owes a duty to the Condominium to do so. The Sponsor may exercise veto power over expenses for a period ending not more than five years after the closing of the first unit or whenever the unsold Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner. Sponsor represents that it will be financially able to perform any such obligations and will fund its obligations with income from projected sales as well as other assets of the Sponsor entity.

All representations under the Plan, all obligations pursuant to the General Business Law, and additional obligations under the Plan which are to be performed subsequent to the closing date will survive delivery of the Deed.

All of the obligations of the Sponsor relating to the Common Elements of the property shall be enforceable only by the Board of Managers who will act on behalf of and in the interest of all the Unit Owners, and not by a Unit Owner acting independently. If there are non-sponsor members of the Board of Managers, and there is a vote on whether to sue the Sponsor, the Sponsor's board representatives cannot lawfully vote on that issue. The obligations of the Sponsor shall in any event survive the conveyance of title by the Sponsor to the individual Unit Owners.

**C. Construction Standards and Warranties.** The Sponsor is obliged to build and complete the Building and all improvements described in this Plan in accordance with the Building plans and specifications identified in this Offering Plan, and all applicable state and local building codes.

The Sponsor reserves the right to substitute equipment or materials with those of Equal or Better Quality than those originally indicated, and to make modifications in layout and design, provided, however: (1) Sponsor may not substitute equipment or materials of lesser quality or design; and (2) Sponsor may not change the size, location of the Building or Units,

other improvements, or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected Unit Owners consent in writing to such change and all affected contract vendees are given the right to rescind their contracts and receive a return of any deposit or down payment., including any expended deposits for extras.

All manufacturers' and subcontractors' guarantees and warranties for heating, electrical work, plumbing, and roofing, if any, to the extent that such guarantees and warranties are assignable, shall be delivered to the Board of Managers (to the extent they relate to the Common Elements) upon recording of the Declaration. All manufacturers' warranties on appliances in the Units will be delivered to purchasers of Units upon transfer of title to each Unit.

As of March 1, 1989, a law went into effect which grants to buyers of most newly constructed residential units a Housing Merchant Implied Warranty. The following is a brief summary of that law.

1. *Housing affected:* Newly constructed single-family homes and cooperative and condominium units in buildings of five stories or less.

2. *Coverage:*

(a) For one year, the home must be free from defects caused by workmanship or materials that do not meet the standards of the applicable building code; for items not covered by code, the construction must be in accordance with locally accepted building practices.

(b) For two years, the plumbing, electrical, heating, cooling and ventilation systems must be free from defects caused by unskillful installation.

(c) For six years, the home must be free from physical defects in the structural elements (foundation, floors, walls, roof framing) which make it unsafe or unlivable.

3. *Not covered:*

(a) A defect not caused by defective workmanship, materials or design.

(b) A patent defect which was obvious or would have been obvious upon inspection.

(c) Defects in items sold with the home, such as stoves, refrigerators, air conditioner, etc. There are implied warranties from the manufacturers of such goods which are described in other laws.

4. *Notices:* Buyers must give notice of defects in their home in writing no later than 30 days after the end of the warranty period.



5. *Limitation of the Warranty:* By law, **the Housing Merchant Implied Warranty referenced above can be limited, and will be limited, by Sponsor.** The name of the Sponsor's Limited Warranty is the Rochester Home Builders' Association Inc. Limited Warranty ("Limited Warranty"). However, the Limited Warranty will not permit construction which is not in accordance with all applicable codes, filed plans and specifications, and any conflict between the disclaimers and the Sponsor's obligations to construct the premises in accordance with all applicable codes and filed plans and specifications will be resolved in favor of the latter. In this offering plan, Limited Warranty is different from the statutory Housing Merchant Implied Warranty with respect to the Units and the Unit's Limited Common Elements as follows:

- 1- it applies only to only the first owner of the unit, and not to subsequent purchasers;
- 2- the total liability of the Sponsor is limited to 50% of the contract price paid by the Unit Owner throughout the term of the Limited Warranty; but the project must be built in accordance with the building code and the plans and specifications; and
- 3- the time period within which the Unit Owner must inform the Sponsor of a warranty claim runs through the first business day after the expiration of the warranty coverage under which the claim is made under the Limited Warranty, instead of the thirty days after the expiration of the applicable warranty period under the statutory Housing Merchant Implied Warranty. The form for a Notice of Claim is attached to the Limited Warranty and can be made by personal delivery or certified mail. The warranty notice period begins to run when the Purchaser takes title to the Unit or begins residential occupancy of the Unit, whichever date is earlier. The full text of the Limited Warranty is found in Part II of this plan. Section 7 of the attached Limited Warranty details the procedures that a purchaser must follow in order to make and file a claim.

In no event, absent gross negligence or willful misconduct on the part of the Sponsor, shall Sponsor be responsible to Unit Owners for immaterial defects, such as nail pops in walls, lumber shrinkage, normal settlement or any consequential damage resulting therefrom or any heating noises or carpet stretching. The Sponsor shall also not be responsible to the Unit Owner, absent any negligence on its part, for any paint touch-ups, repair of dented appliances, porcelain or formica chips and scratches in sinks, vanities or countertops.

Sponsor will correct any defect in the Common Elements for a period of one year from the date of recording of the Declaration.

Sponsor will not be obliged to make any repairs to the Units, or any portion of the Common Elements, except as set forth above, as expressly set forth in this Offering Plan or as may otherwise be agreed in writing or under all applicable laws. However, Sponsor will repair any casualty damage that occurs before the closing of a purchaser's Unit.

**D. Certificates of Occupancy.** It is anticipated that Sponsor will obtain from the Building Inspector of the Village of Fairport upon the inspection of each Unit following completion of construction a permanent final Certificate of Occupancy. Sponsor must obtain a

permanent Certificate of Occupancy for the property within a projected timetable after closing the first Unit. Sponsor must also obtain the permanent Certificate of Occupancy before any partial or temporary Certificate of Occupancy expires, unless extended. Sponsor covenants that it will obtain a permanent Certificate of Occupancy for each Unit whether the Unit is purchased or rented.

If the first closing takes place prior to the issuance of a permanent Certificate of Occupancy for the Common Areas, Sponsor will maintain all deposits and funds in the special escrow account required by General Business Law Section 352-e(2-b) unless the Architect certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent Certificate of Occupancy, in which case the sum exceeding the amount so certified by the Architect may be released. Sponsor may, alternatively, deposit with the escrow agent an unconditional irrevocable letter of credit, post a surety bond in the amount so certified, or provide such other collateral acceptable to the Department of Law

**E. Liens.** The Sponsor will pay all contractors, subcontractors, materialmen, and others involved in the construction of the improvements on the property for work performed and for materials and equipment supplied or installed. Any mechanic's liens arising out of or in connection with construction on the property or the furnishing or installation of fixtures or equipment will be promptly discharged or bonded at Sponsor's sole cost and expense.

**F. Obligation to Defend and Indemnify.** The Sponsor shall have no obligation to indemnify the Board of Managers or Unit owners or defend any suits or proceedings arising out of Sponsor's acts or omissions except to the extent that such acts or omissions relate to Sponsor's obligations hereunder.

**G. "As-Built" Plans.** The Sponsor will deliver a set of "as-built" plans to the Board of Managers promptly upon completion of construction of all Units in the Condominium.

**H. Construction Financing.** The Sponsor has secured construction financing from Genesee Regional Bank in connection with the construction of the Building and site improvements on the property. The lender has not placed any requirements on the Sponsor regarding the rental or the sale of Units.

**I. Payment of Common Charges.** The Sponsor will pay all Common Charges, special assessments, taxes, and other expenses allocable to any Unit owned by Sponsor so long as Sponsor shall continue to own the same. Sponsor has the financial resources to meet its obligations with respect to unsold units and will fund its financial obligations to the condominium either out of its own projected sales or its other assets. No bond or other security has been posted to secure these obligations.

Sponsor is reserving the right to delay the collection of Common Charges until such time into the future. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual unit owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless

of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget of the Condominium as required by Department of Law governing regulations.

In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all Unit Owners in writing of the expiration of the delay period. Notice shall be given to owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers.

**J. Pre-Closing Expenses.** Sponsor will pay all expenses incurred prior to the establishment of the Condominium and prior to the first closing of title to a Unit in connection with the operation of the property, and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs and expenses are incurred, or in connection with the sale of all of the Units held or owned by the Sponsor, and will pay, except as otherwise provided herein, all selling expenses, including, but not limited to, advertising and printing costs, architects' fees, attorneys' fees, organization costs, engineers' fees and costs, and real estate commissions.

**K. Fire and Casualty Insurance.** Sponsor will initially procure, and the Schedule of Estimated Annual Expenses for the First Year of Operation of the Condominium reflects, the premium for, fire and casualty insurance in an amount sufficient to avoid coinsurance as reflected in Schedule B.. This insurance includes "all risk" hazard insurance in the amount of \$3,425,000.00 on the Building, written on a replacement cost basis with a \$1,000 deductible. Also included is comprehensive public liability insurance in the amount of \$1,000,000.00.

Individual coverage for damage to the interior of a Unit, furnishings and betterments, and personal liability of a Unit Owner is not included in the coverage to be procured by Sponsor, and each Unit Owner is required to obtain such insurance, sometimes referred to as an "HO-6" policy. In addition, a Unit Owner may choose to purchase a Preferred Risk Policy for flood insurance as mentioned in Number 20 of the Special Risks section of the Plan.

A binder showing coverage of each Unit and its appurtenant interest in Common Elements will be delivered to each Unit purchaser at the time of transfer of title. While the Sponsor is in control of the Board, the insurance coverage obtained by the Board will not be less than what is required by the Attorney General's regulations in Part 20.

**L. Review of Documents.** Copies of the Offering Plan, and all documents and exhibits referred to in this Plan, will be kept on file and available for inspection without charge, and copying at a reasonable charge, at the office of the Sponsor, 45 East Avenue, Rochester, New York 14604 for a period of six (6) years from the date of the first closing. The Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of the closing of the first Unit.

**M. Liquidation of Sponsor.** In the event of the dissolution or liquidation of the Sponsor, the principal of the Sponsor will provide financially responsible entities or individuals in the event of the dissolution or liquidation of the Sponsor or the transfer of 20 percent or more of the total number of Units in the Condominium, who will assume the status and all of the obligations of the Sponsor for the Units under this Offering Plan, applicable laws, or regulations.

The assets of the Sponsor may at any time be distributed to those who are assuming the obligations of the Sponsor, but only to the extent of the excess over the amount necessary to complete the project which is the subject of this Offering and to fulfill all of the Sponsor's obligations under this Plan.

The above provisions regarding liquidation shall in no way be deemed a limitation of any of the Sponsor's obligations or any of the rights and remedies of the Unit Owners pursuant to law.

**N. Sponsor's Right of Access.** Sponsor reserves a right of access to individual Units following transfer of title to those Units for the purpose of maintenance or completing construction of Common Elements. Such right of access will be exercised upon reasonable notice to the Unit Owner and in such a manner as to minimize interference with or disruption of the Unit Owner's activities. Sponsor will be responsible for the repair of any damage caused during or in connection with such work.

**O. Scope of Warranties and Representations.** Sponsor makes no warranties or representations, except as provided in this Offering Plan and under all applicable laws (see section XVIII(C)), and none should be implied, nor will any, other than those noted in the Offering Plan, survive delivery of the Deed. All representations under the Offering Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the Deed.

**P. Repair of Damaged Units.** The risk of loss, in connection, with the Units, is on Sponsor until the closing. Sponsor will repair any damage from a casualty or other cause that occurs before the closing of a purchaser's Unit. After the closing of the Unit and ownership by the purchaser, the risk of loss is on the purchaser thereafter.

## **XIX.**

### **CONTROL BY THE SPONSOR**

The Sponsor, as owner of unsold Units, will have voting control of the Board of Managers until 100% of the Units offered under this Plan are sold, except that Sponsor may not control the Board for more than five (5) years from the date of the closing of title to the first Unit. Therefore, it is possible that the Sponsor will control the Board of Managers for an indefinite period of time, not to exceed five (5) years from the date of the first closing. While in control of the Board, the Sponsor shall designate all of the members of the Board of Managers.

The Sponsor will have the right to control all decisions during the sponsor-control period; however, the Sponsor has a fiduciary duty to act in the best interests of the Condominium. Furthermore, the Sponsor must enforce its obligations under the Plan, as those obligations are described in the Plan, and owes a duty to the Condominium to do so. During Sponsor's control period, the Board may choose not to enforce Sponsor's obligations under the Plan or as otherwise required by law (since Sponsor controls the Board). However, any provisions that give Sponsor control of the enforcement of Sponsor's obligations are not lawful. In such case, the Unit Owners would have to enforce Sponsor's obligations at their expense. If the Unit Owners hold a special meeting and a majority in Common Interest of the Unit Owners (excluding Sponsor) pass a resolution to enforce Sponsor's obligations, Sponsor agrees to enforce such obligations. If there are non-sponsor members of the Board and there is a vote whether or not to sue the Sponsor, the Sponsor's board representatives cannot lawfully vote on that issue.

The first annual meeting of Unit Owners, held for the purpose of electing the Board of Managers, will be held within thirty (30) days after the expiration of the control period.

So long as the Sponsor or its designee shall continue to own one (1) or more Units in the Building, but in no event longer than five (5) years following transfer of title to the first Unit, the Board of Managers may not, without Sponsor's prior written consent, make any addition, alteration, or improvement to the Common Elements, or to any Unit, or assess any Common Charges for the creation of, addition to, or replacement of all or part of the reserve fund except in the same proportion as the present reserve fund bears to the total expenses of operation, or borrow money on behalf of the Condominium, or hire any additional employees, or enter into any service or maintenance contracts for work not covered by contracts in existence on the date of the first closing of title to a Unit. However, Sponsor may not exercise veto power over expenses required (1) to comply with applicable laws or regulations; or (2) to remedy any notice of violation; (3) to remedy any work order by an insurer; or (4) make repairs or replacements necessary for the preservation or safety of the Building or the safety of its occupants. After the end of the sponsor-control period, the Condominium By-laws require that the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor or Sponsor's principals after Sponsor relinquishes control,

## XX.

### BOARD OF MANAGERS

**A. Composition of the Board of Managers.** The Board of Managers will consist of three (3) members elected by the Unit Owners, except that the initial, Sponsor-controlled Board shall have three (3) members appointed by Sponsor. The names of the anticipated first Board of Managers are as follows: David Riedman, Jerold Watkins and Timothy Foster.

Each member of the Board of Managers shall have one (1) vote. All members of the Board of Managers shall serve without compensation, and the Sponsor has agreed that the By-Laws will not be amended to provide otherwise while the Sponsor is in control of the Board of Managers.

After all Units shall have been conveyed by the Sponsor or five (5) years after the date of the first closing, whichever is sooner, the Unit Owners shall be entitled to hold their first annual meeting. Each Unit shall have one vote. Thereafter, annual meetings shall be held on the anniversary date of the first annual meeting, or within thirty (30) days before or after such date. In addition, the President of the Board of Managers may call special meetings from time to time as the Board of Managers may direct or upon a petition executed by a majority of Unit Owners duly filed with the Secretary. No business shall be transacted at any special meeting, except as stated in a notice of meeting, which the Secretary shall mail, email or deliver personally to each Unit Owner at least ten (10) days before the date of each such special meeting.

Members of the Board may be removed at either a regular or special meeting of Unit Owners for cause by a majority of the Unit Owners, in which event the Board shall appoint a replacement for the unexpired term of such removed Board member. If the Sponsor is still in control of the Board, it may designate the successor Board member. At the first annual meeting of Unit Owners, (after the expiration of the Sponsor's control period), three (3) Managers shall be appointed by the Unit Owners, one by each Unit Owner. After the end of the Sponsor's control-period over the Board, all Board members must be an Owner of a Unit or a spouse or domestic partner of the Owner, all of whom must be unrelated to the Sponsor and/or its principals. The term of office of one (1) of the Managers shall be fixed for two (2) years, and the term of office of two (2) of the Managers shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Manager, his successor shall be appointed to serve a term of three (3) years. The Managers shall hold office until their successors have been appointed and hold their first meeting. But in any event, the term of at least one (1) of the members of the Board of Managers shall expire annually.

After the end of the sponsor-control period, the Bylaws provide that a Board member must be an Owner of a Unit or a spouse or domestic partner of the Owner, all of whom are unrelated to the Sponsor and its principals after the end of the Sponsor control period.

The first officers shall be David Riedman, President, Jerold Watkins, Vice President and Timothy Foster, Secretary/Treasurer. David Riedman is the principal of Sponsor; Jerold Watkins and Timothy Foster are employees of the Sponsor. Specifically, Mr. Watkins is

the Senior Real Estate Manager and Mr. Foster is the Vice President of Property Management. The first meeting of the Board of Managers will be held within one month of the closing of the first Unit.

**B. Duties, Powers, and Responsibilities of Board.** The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, including, but not limited to: determination of Common Charges, adoption of rules and regulations governing the use and occupancy of the property, borrowing, opening of bank accounts, purchasing, leasing, and otherwise acquiring Units, selling or mortgaging Units owned by the Board of Managers, and generally managing or supervising the Condominium property as provided in the Declaration and By-Laws. Only the Board can enforce the rights of the condominium (not Unit Owners), except that if only 90 days remain before the statute of limitations expires as to such a right or the Board has not enforced it after reasonable notice and opportunity, then Unit Owners may enforce such right. The Sponsor will have the right to control all decisions during the sponsor-control period; however, the Sponsor has a fiduciary duty to act in the best interests of the Condominium. Furthermore, the Sponsor must enforce its obligations under the Plan, as those obligations are described in the Plan, and owes a duty to the Condominium to do so. However, any provisions that give Sponsor control of the enforcement of Sponsor's obligations are not lawful. If there are non-sponsor members of the Board and there is a vote whether or not to sue the Sponsor, the Sponsor's board representatives cannot lawfully vote on that issue.

The Board of Managers is authorized to employ a Managing Agent on such terms as the Board of Managers may deem proper. During the first year of Condominium operation, it is Sponsor's intention to manage the Condominium (through one of its related entities), at the management fee set forth in the Budget for the first year of Condominium operation included as an Exhibit to this Plan.

In order to limit the liability of the Unit Owners, the members of the Board of Managers, and the Managing Agent, any contract or other commitment made by the Board of Managers or the Managing Agent shall state that it is made by the Board of Managers or the Managing Agent, as the case may be, only as agent for the Unit Owners, and that the members of the Board of Managers and the Managing Agent, as the case may be, shall have no personal liability on any such contract or commitment (except as Unit Owners), and that the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. The Board of Managers shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify the members of the Board of Managers against any liability or claims except those arising out of the bad faith or willful misconduct of the members of the Board of Managers, but the liability of any Unit Owner on account of such indemnification shall be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. For the period of time during which the Sponsor controls the Board of Managers, members of the Board will not be bonded.

**C. Repair, Replacement, and Maintenance of Common Elements.** All maintenance, repairs, and replacements to the Common Elements of the property, and to any pipes, wires, conduits, and public utility lines, any portion of which are located in the walls between the Units, or in one Unit and serve another Unit, shall be made by the Board of Managers, and the cost thereof is a Common Expense. The Board of Managers shall also repair the balconies, roof decks and patios, but these will be billed to the respective Unit Owner and will not be included as part of the Common Charges.

The Board of Managers shall have a right of access to any Unit and to all portions of the Common Elements for the purposes of carrying out any of its obligations in this Offering Plan, the By-Laws, or the Declaration of the Condominium. The Board will retain a pass key to each Unit and a Unit Owner may not change any lock without consent of the Board.

**D. Officers of the Condominium.** The principal officers of the Condominium shall be the president, the secretary, and the treasurer, all of whom shall be elected by the Board of Managers, and whose duties are described in the By-Laws contained in Part II of this Plan. All officers shall serve without compensation by the Condominium, and shall serve for terms of one (1) year or until their successors are elected to office.

**E. Amendments to Condominium Documents.** The By-Laws and Declaration of the Condominium may be amended by vote of not less than sixty-six and two-thirds percent (66 2/3%) in number and in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded in the Office of the Clerk of the County of Monroe. Amendments which adversely affect Sponsor must have the consent of Sponsor, so long as it is the owner of any Units. The Declaration, however, cannot be amended to change the Common Interest of a Unit without the consent of all Unit Owners affected.

**F. Termination of Condominium.** The property shall not be withdrawn from the provisions of Article 9-B of the Real Property Law unless at least eighty percent (80%) in number and Common Interest of the Unit Owners and the first mortgagees, if any, of these same Units agree to the withdrawal of this property from the provisions of such Article. The Sponsor, or its nominee, will not cast any of its votes for withdrawal unless eighty percent (80%) in number and Common Interest of the other Unit Owners so vote.

**G. Books and Records.** The books and records of the Condominium will be available for inspection by any Unit Owner or such Owner's designated representative at and after each meeting of the Board of Managers and at and after the annual meeting of Unit Owners of the Condominium. In addition, such books and records will be available for inspection at such other time and place as the Board of Managers may designate in response to a written request for such examination.

**H. Partition of Common Elements.** In accordance with the provisions of the Condominium Act, the Common Elements shall remain undivided and may not be partitioned or divided in any way except in connection with termination of the Condominium as described above, in which event the entire property shall be subject to an action for partition by any Unit Owner. The net proceeds of sale in an action for partition shall be divided among all Unit



Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of the net proceeds all liens on the Unit.

**I. Declaration and By-Laws.** Copies of the Declaration and By-Laws are set forth in Part II of the Plan.

## XXI.

### RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

**A. Use, Sale and Lease of Units.** There are no restrictions on the ownership of Units, and title may be taken in the name(s) of one or more individuals, a trust, a partnership, a corporation, or a limited liability company. Occupancy of a Unit in the Building, however, may only be for residential purposes, unless other uses are permitted by local zoning. Units can be sold by a Unit Owner without restriction, provided the Owner is not in arrears in the payment of Common Charges (or, in the case of a sale, where such Common Charges are paid out of the proceeds of sale).

Units may be leased, but no lease for a term of less than twelve months shall be permitted. No seasonal, Air BnB, or similar rentals shall be allowed. No subletting of units shall be permitted. No more than 1 Unit may be leased at any one time. This restriction shall not apply to Sponsor, who may lease Units on an interim basis. All leases entered into by the Sponsor will be subject to and comply with all applicable local and state laws, including all laws governing the duration of occupancies/tenancies.

An owner wishing to lease their Unit shall provide the Board of Managers with a copy of the lease of a Unit (which shall be on a form prescribed by the Board of Managers) along with prospective tenant information and satisfactory credit report. If the Condominium shall suffer any loss or damage occasioned by any tenant, the Unit Owner shall be liable to the Condominium for same. Any rules violated by tenants shall result in fines being levied against the Unit Owner.

An individual Unit Owner is free to make a gift of the Unit to anyone during the Owner's lifetime or to devise the Unit by Will, or to have it pass by intestacy without any restriction. No Unit can be sold or leased without a simultaneous sale or lease of the undivided interest in the Common Elements appurtenant to the Unit, and all sales and leases must be subject to the Declaration and By-Laws so long as the Declaration remains in effect. There are no state or local laws limiting the terms of the lease or the rent.

**B. Mortgaging of Unit.** The Unit Owner may mortgage the Unit at any time after acquiring title to the Unit in whatever amount and under whatever terms can be obtained. The mortgage will be a lien only on the Unit mortgaged; no mortgage on a Unit will be a lien on any other Unit. Upon resale, the Unit Owner may secure a purchase money mortgage from the purchaser of the Unit.

**C. Liability for Common Charges.** The Board of Managers shall prepare a budget for the Condominium at least once each year, and copies of the budget are to be furnished to Unit Owners and, upon request, to mortgagees of the Units. The Common Charges payable by each Unit Owner will be based on the Owner's percentage interest in the Common Elements, and the Sponsor will be responsible for payment of Common Charges attributable to Unit(s) owned by Sponsor, except as otherwise provided above. Common Charges will be billed on a monthly

basis by Sponsor, acting on behalf of the Board. The estimated budget for the first year of operation of the Condominium is included as an Exhibit to this Plan.

The Common Charges assessed by the Board of Managers pay the costs of repair and maintenance of the Common Elements, management charges, if any, utility charges related to the Common Elements, and any other operational costs and, at the discretion of the Board of Managers, may include reserves for working capital, maintenance, and replacement of materials comprising the Common Elements.

Each of the financial estimates set forth in the budget and budget footnotes in this Plan have been prepared by the Sponsor based upon the principal's experience as a local real estate developer. The Sponsor believes these estimates to be dependable, but because actual expenditures may differ from these estimates, and because of possible changes in the future income and expenses of the property, such expenses are not intended nor should they be considered as guarantees of any kind. Subject to these contingencies and assumptions, the Sponsor believes that the projected Common Charges, as shown on the Exhibits to this Plan, are adequate to meet the estimated normal operating expenses enumerated on such Exhibits for the first year of operation of the Condominium.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against the Unit subsequent to a permitted transfer of such Unit, or subsequent to a conveyance of the Unit without consideration to the Board of Managers on behalf of all other Unit Owners, in accordance with the provisions of the Declaration and By-Laws, provided the Unit is free and clear of all liens and encumbrances other than a permitted first mortgage and a statutory lien for Common Charges.

All Common Charges collected by the Board of Managers are to be placed in a bank account in the name of the Board of Managers in Genesee Regional Bank located in Rochester, New York.

In the event the Common Elements are damaged by fire or other casualty and the proceeds of insurance maintained by the Condominium are insufficient to pay the cost of required repairs, the Board of Managers may assess additional Common Charges against Unit Owners in an amount required to pay the cost of such repairs. The Sponsor has procured insurance coverage which it believes to be sufficient for such purposes, but no representation to this effect is made, and the Board of Managers may choose to vary the amount or character of such coverage.

Under New York law, the Board of Managers, on behalf of all Unit Owners, has a lien on each Unit for unpaid Common Charges assessed against such Unit by the Board. Such lien, however, shall be subordinate to liens for real property taxes on the Units and subordinate to the lien of any first mortgage of record on the Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the Office of the Clerk of Monroe County, and shall remain in effect until all sums secured thereby, with interest thereon, shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is commenced within such period), whichever shall be sooner.

The lien for unpaid Common Charges shall continue in force and effect after sale of a Unit, except that the Board of Managers, in accordance with provisions of the Declaration, shall release the lien and the right to collect unpaid Common Charges in the event of a sale of the Unit pursuant to a Judgment of Foreclosure and Sale.

The lien for unpaid Common Charges may be foreclosed in the same manner as a mortgage and, in the event such action is instituted, the Board of Managers shall be entitled to recover all allowable costs, charges, disbursements and allowances, including reasonable attorneys' fees. In the event the proceeds of sale in foreclosure are insufficient to pay the amounts owed to the Board of Managers, the Board may bring action against the Unit Owner for such deficiency or may charge such deficiency to the other Unit Owners as a Common Charge. The Board of Managers may also collect delinquent common charges by bringing a personal lawsuit against the Unit Owner. In that event, the Board shall also be entitled to costs, disbursements, and reasonable attorney's fees.

A Unit Owner may not exempt himself from liability for Common Charges by waiving the right to the use and enjoyment of the Common Elements, or by abandonment of the Unit. In accordance with the provisions of the Declaration and By-Laws, however, the Unit Owner may convey his Unit to the Board of Managers or its designee, on behalf of all other Unit Owners, without compensation. In such event, the Unit Owner will be relieved of further liability for Common Charges.

Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges while it is in control of the Board of Managers.

**D. Repairs, Maintenance, Alterations and Improvements.** Each Unit Owner may make alterations or improvements to the interior of the Unit without obtaining the consent of the Board of Managers, so long as such alterations or improvements do not affect the Common Elements or any other Unit, and so long as any such alterations or improvements are done in accordance with all applicable laws, codes, and governmental regulations. All maintenance, including painting, decorating, repairs and replacements of fixtures and appliances, including repair and maintenance of heating and cooling equipment, shall be the responsibility of the Unit Owner in the event the item(s) are located within the Unit or have been installed by the Unit Owner. The Condominium shall be responsible for repairs and maintenance of the Common Elements. Repairs and maintenance of the patios, balconies or rooftop decks shall be performed by the Board of Managers, but shall be billed back to the respective Unit Owners and will not be included as part of the Common Charges.

**E.** In the event a Unit Owner fails to make any repair or creates any condition which adversely affects the Common Elements or any other Unit, the Board of Managers, upon notice in accordance with the provisions of the By-Laws, may make such repairs or perform such work as may be required to correct such condition, and shall have the right of access to each Unit for the purpose of inspecting and removing violations, conducting such work and repairs, and monitoring the curing of defaults. The cost of such work and repairs shall be a charge against the Unit, and in the event the Board of Managers shall be required to bring a suit or other proceeding against the Unit Owner, or otherwise hire an attorney to enforce its right to make

such repair or correct such condition, or collect any moneys expended on account thereof, the Board shall also be entitled to collect reasonable attorneys' fees incurred in connection with such suit or proceeding.

In the event any Unit Owner proposes to perform work in the Unit which affects, or could affect, the structural integrity of the property or any other Unit, the Owner shall present plans describing the proposed work with proof of insurance to the Board of Managers and shall secure the Board's approval for such work prior to the commencement thereof. The Board must respond within 30 days of such request having been made and failure to respond within such time shall be deemed approval of the request.

**F. Insurance Provided by Board of Managers.** The Board of Managers shall maintain fire insurance with extended coverage insuring the Building, including all of the Units and all of the equipment initially installed in the Units, if any, or in the Common Elements, by the Sponsor. The insurance shall be under the "single entity" concept. Such insurance will cover the interest of the Board of Managers and all Unit Owners and their respective mortgagees, as their respective interests may appear, in an amount equal to full replacement value of the Building. Each of such policies must contain a New York Standard Mortgagee Clause in favor of each mortgagee of a Unit, which must provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth, and such other insurance as the Board of Managers may determine. In addition to the insurance mentioned above, all Unit Owners shall insure the personal effects and improvements in the Unit itself for fire and liability. The premium for such insurance will be payable by the Unit Owner directly.

The proceeds of all policies of physical damage insurance carried by the Board of Managers shall be payable to the Board in the event of a loss amounting to \$50,000.00 or less, and payable to the Insurance Trustee if the loss is greater than \$50,000.00, to be applied for the purpose of repairing, restoring, or rebuilding the Building, unless otherwise determined by the Unit Owners, as hereinafter set forth.

All policies of physical damage insurance are required to contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners, or of invalidity arising from the acts of the insured or any Unit Owner, and must provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Certificates of coverage under the policies of physical damage insurance and all renewals thereof, together with proof of payment of premiums, must be delivered to any mortgagee of a Unit requesting the same in writing at least ten (10) days prior to expiration of the then current policies.

The amount of fire insurance to be maintained on the Condominium upon the transfer to the first Unit is \$3,425,000.00. See Schedule B herein for further details of insurance coverage. The Board of Managers is obliged to review the amount of fire insurance annually, but is not required to obtain an annual appraisal of the Condominium Common Elements.

Genesee Regional Bank will be the Insurance Trustee. The Insurance Trustee will be required to hold and pay out all the proceeds of the insurance policies in accordance with Section 254(4) of the Real Property Law.

The cost of all such insurance and the fees and expenses of the Insurance Trustee must be paid by the Board of Managers and will constitute a Common Expense. The Board of Managers will also obtain and maintain, to the extent obtainable, worker's compensation insurance and liability insurance to protect the Condominium and Unit Owners from any liability for personal injury and property damage.

The initial insurance policy will cover condominium officer's and director's liability. The Board of Managers may, in addition, obtain fidelity insurance covering any employees who handle Condominium funds. Sponsor does not intend, however, to purchase such insurance coverage during the period of its control of the Board.

The public liability insurance policy to be maintained until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will have a limit of \$1,000,000 aggregate covering all claims for bodily injury and property damage arising out of any occurrence in the Common Elements. The public liability insurance shall also cover cross liability claims of one insured against another.

While the Sponsor controls the Board of Managers, the insurance carried by the Board will not be less than what is required by the New York State Attorney General's regulations in Part 20.

**G. Compliance with Declaration, By-Laws, Rules, and Regulations.** Each Unit Owner and occupant must strictly comply with the provisions of the Declaration, the By-Laws, and the Rules and Regulations of the Condominium made in accordance therewith. Failure to comply constitutes grounds for an action for damages, for injunctive relief, or both.

**H. Restrictions on Occupancy and Use.**

1. No part of the Property, shall be used for other than residential purposes except as otherwise permitted by the Village of Fairport zoning ordinance.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Managers, except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.

3. Nothing shall be done or kept in any Unit, or in the Common Elements which will increase the rate of insurance on the Building or contents thereof without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements, which will result in the cancellation of insurance on the Building or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

4. Nothing is to be hung or displayed on the outside of windows or doors or placed on the outside walls, patios or doors of the Unit, and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior written consent of the Board of Managers.

5. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners. No Unit Owner shall make or permit any disturbing noises, odors or vibrations in the Unit by himself, his family, his pets, tenants, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comfort, and convenience of other Unit Owners.

6. Nothing shall be done in any Unit, or in, on or to the Common Elements, which will impair the structural integrity of the Buildings, or which would structurally change the Buildings.

7. No "For Sale," "For Rent" or "For Lease" signs, or other window displays or advertising may be maintained or permitted in any part of the Property, or in any Unit except such signs or advertisements as may be approved by the Board of Managers. (The right is reserved by the Sponsor or its agents, to post such signs on the Condominium as the Sponsor deems necessary to advertise the Condominium, until the Sponsor has sold all Units).

8. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Managers.

9. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness. No alterations are permitted without the prior consent of the Board of Managers.

10. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment.

11. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers, or Managing Agent, may enter any room or Unit in the Buildings at any reasonable hour of the day, on 24 hours' notice, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. Access will also be permitted for cleaning or maintenance of balconies, patios, windows and doors.

12. No garbage cans shall be placed in or about the entrances of the Units.

13. No Unit Owner or occupant or any of his agents, servants, employee, licensees or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance.

14. If any key or keys are entrusted by a Unit Owner or occupant or by his agent, servant, employee, licensee or visitor, to an employee of the Managing Agent or the Board of Managers, whether for such Unit or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of the Unit Owner or occupant, and the Board of Managers and Managing Agent shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

15(a). No pets, reptiles, snakes, rabbits, livestock, fowl or poultry will be allowed in any Unit or on the Common Elements. No more than two (2) dogs weighing less than 35 pounds each or two cats weighing less than 30 pounds each per Unit will be allowed under any circumstances and no animal breeding shall be permitted. All pets must be leashed and Unit Owners are responsible for disposal of all pet droppings and for repair of any damages done by any pet. No animals may be left unattended in the Common Elements. Should any animal become a nuisance to the other Unit Owners, the Board of Managers, on 5 days' written notice, may order them permanently removed from the property.

15(b). Unsupervised pets are not permitted on patios, balconies or rooftop decks.

15(c). All pets must have the required licensing by the Village of Fairport. The Unit Owner is responsible for any damages caused by his/her pet or the pet of a tenant of the Owner.

16. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by Resolution of the Board of Managers.

17. All vehicles parked anywhere on the Property shall be properly licensed, registered and in good working order. No vehicle repairs are permitted on the Property. No more than two cars per Unit may be kept on the property.

18. All parking spaces on the Property are to be used for parking only, not for repairs or storage. Any oil leaks from vehicles must be cleaned at the Owner's expense and the car removed from the Property until repaired.

19. Unit Owners are responsible for the behavior of their family members, guests and tenants. Should rules be broken or damage to the Property be caused by a tenant or his guests, the Unit owner may be fined and the fines will create a lien on the Unit if unpaid.

20. No Owner or occupant shall play or permit play of a radio, stereo, TV or other device or instrument at a sound level of greater than 60 decibels. Particular care must be taken between the hours of 9PM and 9AM.

21. When Owners or occupants are absent from the Unit during the heating season, they must keep the thermostat set at 60 degrees or higher to avoid freezing of pipes and resulting damage.

22. Seasonal door hangings that are securely affixed to the exterior door of a Unit are permitted. Holiday decorations are permitted two weeks before and up to two weeks after



a holiday. Decorations for longer periods may be removed by the Board of Managers at the Owners' expense.

23. Children under 12 shall not be unsupervised on patios, balconies and rooftop decks.

24. No soliciting is permitted anywhere on the Property. No notices may be posted in the Common Elements except for official business of the Condominium.

25. No feeding of animals, ducks or birds is allowed from the Units or Common Elements.

26. No grilling is permitted on the balconies. Grilling is permitted on the patio. Grilling is also permitted on the rooftop deck, so long as a gas line is installed to provide gas to the grill.

## **XXII.**

### **REAL ESTATE TAXES**

Each Unit in the Condominium will be separately assessed for real estate tax purposes. The Unit Owner will not be responsible for the payment of, nor will the Unit be subject to any lien arising from the nonpayment of taxes on other Units. The Owner of any Unit may challenge the assessment in accordance with procedures established under State law. No Owner of any other Unit will be required to join in any such challenge; however, the Board of Managers may elect to coordinate the assessment challenges of Owners of several Units in the Condominium and may, upon vote of the Owners of all Units, prosecute such challenge in the name of all such Unit Owners. If there is not enough money in the operating account to challenge the assessment on behalf of the Unit Owners, a special assessment may be utilized.

No delay is anticipated in obtaining separate assessments from the local assessor. If the Units are not separately assessed by the time of closing of title to the first Unit, Unit Owners will be billed their proportionate share of any tax bill covering the entire condominium property, prorated for their period of ownership.

The assessing authorities are the Fairport School District (July 1 fiscal year), the Village of Fairport (June 1 fiscal year) and Monroe County (January 1 fiscal year). The current assessed valuation of the property is \$968,000. This assessed valuation does not represent what the assessed value will be after construction is completed. The projected real estate taxes of \$51,188.00 for the first year of operation, contained on Schedule A herein, are based on an assessment of the building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction is complete. See Footnote 5 to Schedule A for more information regarding the projected assessed valuation after completion of construction. The 2020 tax rates per \$1,000.00 of assessed valuation are: \$11.48 (County), \$6.89 (Village) and \$23.39 (School). The tax assessments on Units may be allocated on a basis that differs from the allocation of Common Interests. The property may be partially or fully reassessed in the spring of 2021 depending upon the status of the construction at that time. The Sponsor is not aware of any potential changes in the assessed valuation or tax rates at this time. No tax certiorari proceedings are currently pending with respect to the property.

The Sponsor has been advised by the law firm of Woods Oviatt Gilman LLP, that each Unit Owner who itemizes deductions will be entitled under present law to deduct for Federal and New York State income tax purposes the real estate taxes or payments in lieu of real estate taxes assessed against his Unit and paid by him and the amount paid by him on account of interest on any mortgage indebtedness covering his Unit. The deductions are subject to certain exceptions and limitations which are more particularly discussed in the Counsel Opinion contained in Section XXIII of this Plan.

## **XXIII.**

### **INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM**

The Internal Revenue Code of 1986, as amended, added section 528 with regard to the taxability of Condominiums. In effect it provides that condominiums are taxable in a manner similar to corporations except to the extent that their income is received as membership dues, fees or assessments from the Owners of the Units and provided that substantially all of the expenditures are for management, maintenance and care of the property. Since the Condominium will qualify under said section of the Internal Revenue Code, if it elects to be covered thereby, only income from the sale or lease of Units owned by the Board of Managers or its designee on behalf of all Unit Owners or income from sources which do not qualify as membership dues, fees or assessments will be subject to tax. If the Condominium is required to pay taxes, the amount thereof will be assessed as Common Charges. See the Opinion of Counsel in the next Section for a more detailed explanation.

The Schedule of Sales Prices, included as Schedule A to this Plan contains estimates of the amount of real estate taxes which each Unit Owner will pay. The amount that each purchaser will be entitled to deduct for Federal and New York State income tax purposes will be affected by the Tax Cuts and Jobs Act of 2017, which is now in effect. This law changed the previously existing Internal Revenue Code, including the deductions related to home ownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the deductibility of their real estate taxes. Each purchaser may also be permitted to deduct the interest portion of the monthly mortgage payment, if any. Please see the Counsel opinion at Section XXIV.

No warranties or representations are made that either the Internal Revenue Service or the New York State Department of Taxation and Finance will allow or continue to allow the aforementioned deductions for real estate taxes and/or mortgage interest to Unit Owners. The Sponsor and Woods Oviatt Gilman LLP, Sponsor's attorney, shall in no event be liable if for any reason it shall be held that the Unit Owners are not entitled to such income tax deductions for real estate taxes and /or mortgage interest, as aforesaid, by reason of changes in fact or applicable law, regulations or decisional law which could not be foreseen.

XXIV.

OPINION OF COUNSEL

1900 Bausch and Lomb Place  
Rochester, New York 14604  
P 585-987-2800 F 585.454.3968



1900 Main Place Tower  
Buffalo, New York 14202  
P 716.248.3200 F 716-854-5100

www.woodsoviatt.com

May 3, 2021

3 Parker LLC  
45 East Avenue  
Rochester, New York 14604

Re: Parker Street Condominium

Gentlemen:

We have acted as counsel to the Condominium in connection with its organization consisting of three (3) residential Units located at 3,5 & 7 Parker Street, Fairport, Monroe County, New York. Capitalized terms not otherwise defined herein have the meaning set forth the Offering Plan.

This Opinion Letter has been issued in accordance with Section 10.37 of the United States Department of the Treasury Circular 230 (Rev. 6-2014). Further, this Opinion Letter has been prepared in accordance with customary practice, which is described in the current published reports of the TriBar Opinion Committee, including *Third-Party "Closing" Opinions*, 53 BUS. LAW. 591 (1998); *U.C.C. Security Interest Opinions – Revised Article 9*, 58 BUS. LAW. 1450 (2003); and *The Remedies Opinion – Deciding When to Include Exceptions and Assumptions*, 59 BUS. LAW. 1483 (2004).

As a basis for the conclusions expressed in this opinion letter, we have reviewed, and have relied upon the following: the Offering Plan, the Declaration, the By-laws and the building plans (the "Plans") of the Condominium.

In such examination of the documents identified above we have assumed the genuineness and authenticity thereof and have assumed the accuracy of the factual representations and statements contained therein.

Based upon the foregoing, and subject to the qualifications set forth herein, we are of the opinion that:

1. Upon the filing of the Plans and the recording of the Declaration and By-laws in the Office of the Clerk of the County of Monroe, the Condominium will have been duly organized under Article 9-B of the New York Real Property Law (the "Condominium Act") and the Declaration will confer valid interests enforceable in accordance with the terms of the Declaration and the Condominium Act.

2. The Condominium will be in compliance with all applicable zoning ordinances.

3. The Units are to be used only for residential purposes, except as otherwise permitted by the Village of Fairport zoning ordinance.

4. Each Unit in the Condominium will be taxed separately for real estate tax purposes and each individual Unit Owner who itemizes deductions for Federal income tax purposes will be entitled to claim a deduction for Federal and New York State income tax purposes for real estate taxes assessed against the Unit and paid for by the Unit Owner, subject to the \$10,000 Federal limitation effective for tax years 2018 through 2025 on a Unit Owner's state and local taxes not incurred in such Unit Owner's trade or business.

5. An individual purchaser of a Unit who uses such Unit as the purchaser's primary residence may be eligible for partial real property tax exemption if they are seniors or if they make special application for school tax assessment relief under the S.T.A.R. Program.

6. An individual purchaser of a Unit who uses such Unit as the purchaser's primary residence may be eligible for partial real property tax exemption if the purchaser is a veteran of the United States military or naval services.

7. Each individual Unit Owner who uses the Unit as his or her principal residence or as a qualifying second residence may be able to claim a deduction for Federal and New York State income tax purposes for the amount each year, if any, paid by the Unit Owner for interest on any acquisition indebtedness up to \$750,000 to purchase the Unit for tax years 2018 through 2025. Special rules limit the amount of tax deductions that may be taken by an individual in connection with the rental of a residence or a vacation home, or a portion thereof, that is also used as the taxpayer's residence.

8. Assuming that each of the following conditions is satisfied, the Condominium Association (the "Association") will qualify for federal tax exempt status as a Condominium Management Association, pursuant to Section 528 of the Internal Revenue Code of 1986 as amended (the "Code"), with regard to all or a portion of the income collected from the Unit Owners:

- (a) The Association is organized and operated to provide for the acquisition, construction, management, maintenance and care of the Condominium property;

- (b) 60% or more of the Association's gross income for the taxable year consists solely of amounts received as membership dues, fees, or assessments from owners of Residential Units;
- (c) 90% or more of the Association's expenditures for the taxable year are expenditures for the acquisition, construction, management, maintenance and care of Condominium property;
- (d) No part of the net earnings of the Association inures (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess management dues, fees or assessments) to the benefit of any private individual or entity;
- (e) The Association elects (at such time and in such manner as by regulations prescribed) to have Section 528 apply for the taxable year;
- (f) Substantially all of the Units are used by individuals for residential purposes.

In the event that the Association qualifies for and elects Federal tax exempt status, the Association will nevertheless be taxed on any excess of income derived from unrelated activities (such as interest earned on reserve funds), over expenses paid or incurred with respect to such activities ("net excess income"). Such net excess income is reduced by a specific deduction of \$100, and the resulting amount is subject to Federal income tax at a rate of 30%.

The Association will not be exempt from New York State corporate franchise tax. If, in a particular tax year, the Association has taxable income (as determined under Code Section 528(d)), it will pay franchise tax measured by one of four alternative bases (including a fixed-dollar minimum tax) which produces the highest tax. However, if in that taxable year the Association has no taxable income (as determined under Code Section 528(d)) the tax based on the fixed-dollar minimum tax will not apply.

9. Section 339-i of the New York State Real Property Law sets forth various ways in which the common interest of each Condominium Unit may be determined. The sponsor has elected to allocate the common interest equally for all Units, which is a permissible method under 339-i(1)(iii). It is our opinion that the sponsor has complied with this subsection in its determination of common interest for each Unit.

We are basing the opinions and other matters set forth herein on "our knowledge." The words "our knowledge" signify that, in the course of our representation of the Association and in matters with respect to which we have been engaged as counsel, no information has come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the facts and circumstances set forth in this tax opinion letter, as well as any of the documents (including, without limitation, the Declaration), on which we have relied, are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or verification of such matters and have not reviewed any additional documentation other than the review of the documents set forth herein. The words

"our knowledge" and similar language used herein are intended to be limited to the knowledge of the lawyers within our firm who we reasonably believe have knowledge of the affairs of the Association and the Declaration. Further, the opinions set forth above represent our conclusions based upon the documents prepared by us and the facts presented to us. Any material amendments to such documents or changes in any significant fact could affect the opinions expressed herein.

The opinions set forth herein are not a guarantee and are based upon existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium, the selling agent or any other person be liable if there are changes in the facts on which counsel relied initially in his opinion or if there are changes in applicable statutes, regulations, decisional law or Internal Revenue Service rulings upon which counsel relied which cause the Condominium to cease meeting the requirements of Code Section 528, or the New York State Tax Law, as amended, or cause the Unit Owners not to be entitled to income tax deductions (or which cause Unit Owners not to be or cease to be entitled to the benefits or the level of duration of benefits described above).

The opinions set forth herein are based on currently existing provisions of the Code, and applicable regulations thereunder and rulings in connection therewith, and currently existing provisions of New York State Tax Law, New York State Real Property Tax Law, and New York Real Property Law, and such rules, regulations and judicial decisions, as we have determined necessary to render the opinions set forth herein. We can give no assurance that new or amended regulations or new or amended administrative rulings or procedures will not be proposed or that new legislation will not be enacted which would have an impact upon the opinion set forth herein. We disclaim any obligation to supplement the opinions or otherwise advise of any change in the law. Moreover, there can be no assurance that a contrary position may not be taken by the Internal Revenue Service, or that a court considering such position would not hold contrary to this opinion. This opinion is not binding on the Internal Revenue Service or on any court.

We hereby consent to the inclusion of this opinion letter in the Condominium Offering Plan.

Very truly yours,

WOODS OVIATT GILMAN LLP

**XXV.**

**RESERVE FUND**

The budget of estimated annual expenses for the first year of operation of the Condominium included in this Plan includes a sum deemed appropriate for the accumulation of a reserve fund for capital improvements and replacements likely to be needed within the first five (5) years of Condominium operation. The reserve fund is designed to specifically address sealing of driveways in year three and beginning to build a reserve for roof replacement in the future, all as may be determined by the Board of Managers of the Condominium Association. The Board of Managers will have the responsibility for arranging and paying for the sealing of the common drive and driveways in year three and any required roof replacement in the future out of the reserve fund. If, however, an unforeseen capital expenditure develops, it is possible that the budgeted yearly reserve that is in place might not be sufficient to provide for needed funds. The Board of Managers may determine to increase or decrease the amount of such fund and the level of contributions thereto by Unit Owners, in which event the Common Charges assessed against each Unit would be affected accordingly (See Articles V and IX of the Bylaws). In addition, the Board of Managers could also request a special assessment to cover the unforeseen capital expenditure. Sponsor does not intend to contribute to such fund, except as part of the Common Charges paid by Sponsor as Owner of unsold Units.

While the Sponsor deems the amount set forth in the Schedule of Estimated Expenses for the First Year of Operation of the Condominium (set forth as an Exhibit to this Plan) to be adequate given the fact that the Building and Units are new, no representation can be made regarding the adequacy of such fund.

While the Sponsor is in control of the Board of Managers, the reserve fund will not be used to reduce projected Common Charges in the Plan.

**NEITHER THE DEPARTMENT OF LAW NOR ANY GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE FUND.**

The Board of Managers has the power under Section 339-jj of the Real Property Law to borrow moneys to finance needed capital expenses such as replacement of Building components, if necessary.



**XXVI.**

**WORKING CAPITAL FUND**

There will be no working capital fund.

## **XXVII.**

### **MANAGEMENT AGREEMENT, CONTRACTS, AND LEASES**

The Sponsor's related entity, Riedman Development Corporation with an address of 45 East Avenue, Rochester, New York 14604, will manage the Condominium during its first year of operation. The management company will bill and collect common charges, supervise repairs and alterations, purchase supplies and materials for the Condominium, maintain the Condominium books and records, attend annual owner's meetings and Board meetings, as requested, arrange insurance for the Condominium and engage contractors for services to the Condominium. The management fee is comparable to outside management companies.

Details regarding contracts for services for snow removal, lawn care and trash removal are set forth in Schedule B.

The Board of Managers will not lease out any space in the Condominium, although Sponsor may rent unsold Units as set forth above. All leases entered into by the Sponsor will be subject to and comply with all applicable local and state laws, including all laws governing the duration of occupancies/tenancies.

## XXVIII.

### IDENTITY OF PARTIES

**A. Sponsor/Selling Agent.** The Sponsor is 3 Parker LLC, a New York limited liability company formed in 2017. Its address is 45 East Avenue, Rochester, New York 14604. The Sponsor is a single-purpose entity, and this project is its only asset. The Sponsor does not own any other properties. The Sponsor, therefore, has no prior real estate background or experience. It is comprised of one (1) member: David Riedman, who is the sole principal and member of Sponsor. His address is the same.

David Riedman is a prominent builder in the western New York area and has an extensive background in real estate development. Both the Sponsor and Mr. Riedman have never been convicted of a felony or had felony convictions against them. Both the Sponsor and Mr. Riedman have never filed for bankruptcy, had judgments, convictions, or injunctions against them. With regard to Mr. Riedman, the aforementioned representations also apply to the entities in which he was a principal within the last fifteen (15) years.

Neither the Sponsor nor its member has made prior offerings of cooperative interests in real estate in the past five years, except that David Riedman is also a principal in the project known as Kilbourn Place filed in 2010 (file number H-100008), the Residences at Canalside Condominium filed in 2015 (file number CD 150210, now sold out) Cottages at Canandaigua filed in 2016 (file number HO160010) and Northside Place Condominium filed in 2019 (file number CD 190388). David Riedman is current in all of his obligations under those offering plans and is the sole principal and member of those entities. As the sole principal and member of these entities, Mr. Riedman owns 10% or more in these other properties.

**B. Attorney for Sponsor.** The Sponsor has retained the law firm of Woods Oviatt Gilman LLP, 1900 Bausch & Lomb Place, Rochester, New York 14604, for preparation of the Declaration, the By-Laws, this Plan, the form of Purchase Agreement, the form of Deed, and all other documents necessary in connection with the formation of the Condominium, and the firm is advising the Sponsor in connection with all legal matters incident thereto. The firm will also act as the escrow agent for purchaser's down payments and will perform the Unit Closings for the Sponsor. Kelley Ross Brown, Esq., prepared this Plan. Sponsor's attorney is not affiliated in any way with the Sponsor or the sole principal of the Sponsor.

**C. Managing Agent.** The Sponsor's related entity, Riedman Development Corporation with an address of 45 East Avenue, Rochester, New York 14604, will act as the Managing Agent during the first year of condominium operation. The Managing Agent has served or is/will be serving in the same capacity for the projects referenced in Section A above. The Managing Agent is comprised of one (1) member: David Riedman, who is the sole principal and member of Managing Agent. His address is the same.

David Riedman is a prominent managing agent in the western New York area and has an extensive background in property management. Mr. Riedman formed the Managing

Agent in 1993, and since that time he has grown the company to develop, own and manage over 3000 apartment units. Both the Managing Agent and Mr. Riedman have never been convicted of a felony or had felony convictions against them. Both the Managing Agent and Mr. Riedman have never filed for bankruptcy, had judgments, convictions, or injunctions against them. With regard to Mr. Riedman, the aforementioned representations also apply to the entities in which he was a principal within the last fifteen (15) years.

**D. Selling Agent.** The Sponsor's related entity, Riedman Construction LLC d/b/a Riedman Homes, with an address of 45 East Avenue, Rochester, New York 14604, will act as the Selling Agent. The Selling Agent has served or is/will be serving in the same capacity for the projects referenced in Section A above. The Selling Agent is comprised of one (1) member: David Riedman, who is the sole principal and member of Selling Agent. His address is the same.

David Riedman is a prominent real estate developer in the western New York area with extensive experience. He has managed and overseen the building and selling of over 500 homes. The listing broker for the Selling Agent is Jay Benesh, whose address also 45 East Avenue, Rochester, New York. Jay Benesh has been involved in the sale of homes for 21 years, first as a New York State Licensed Sales Agent and currently as a Broker. The Selling Agent, Mr. Riedman, and Mr. Benesh have never been convicted of a felony or had felony convictions against them. The Selling Agent, Mr. Riedman, and Mr. Benesh have never filed for bankruptcy, had judgments, convictions, or injunctions against them. With regard to Mr. Riedman, the aforementioned representations also apply to the entities in which he was a principal within the last fifteen (15) years.

**E. Architect/Engineer.** Hanlon Architects is the architect for the condominium project. His firm has 20 years' experience in the design of commercial and residential properties. His office is located at 1300 University Avenue, Rochester, New York 14607.

Neither the Sponsor nor its member is related to any firm which will provide services to the Condominium subsequent to the commencement of Condominium operation (except as stated above).

## **XXIX.**

### **REPORTS TO UNIT OWNERS**

All Unit Owners will receive copies of annual calendar year financial statements of the Condominium prepared by a Certified Public Accountant by April 15th of the following calendar year. Such statement will be certified while the Sponsor is in control of the Board of Managers. All Unit Owners will also receive notice of the annual meeting of Unit Owners and a copy of the proposed annual budget of the Condominium at least five (5) days prior to the date set for adoption by the Board of Managers. While the Sponsor is in control, the budget shall be certified by an expert as to its adequacy.

**XXX.**

**DOCUMENTS ON FILE — GENERAL**

Sponsor shall keep copies of the Plan, all documents, referred to in the Plan, and all Exhibits submitted to the Department of Law in connection with the filing of the Plan on file and available for inspection without charge, and copying at a reasonable charge, at the offices of Sponsor for six (6) years from the date of first closing. The Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of the closing of the first Unit.

There are no lawsuits or other legal proceedings pending which could materially affect this offering, the purchasers of Units, the property, or the Sponsor's capacity to perform all of its obligations under the Plan, the Condominium, or the operation thereof.

The property described in this Plan is not and has never been the subject of any prior offerings. No preliminary binding agreements have been entered into, and no moneys have been collected from prospective purchasers.

This Plan contains an accurate summary of the pertinent provisions of the various documents referred to herein and copies thereof are on file with the Sponsor for inspection purposes. Any information, data, or representation not referred to in this Plan and not contained in the various documents mentioned herein must not be relied upon.

It is hereby represented that neither the Sponsor, the Board of Managers nor the sales agent will refuse to sell or offer, or will otherwise discriminate against, any person or persons in the sale, transfer, or lease of Units described in this Plan by reason of their race, religion, sex, color, disability, marital status, national origin, or other grounds prohibited by law.

There are no known circumstances that will adversely affect the use or enjoyment of the Property.

Purchasers have rights of rescission if amendments to this Plan adversely affect them. Sponsor will return down payments to any purchaser who rescinds within fifteen (15) days of notice of such amendment.

This Plan may not be changed or modified orally.

**XXXI.**

**SPONSOR'S STATEMENT OF BUILDING CONDITION**

Sponsor adopts the Description of Property and Building Condition set forth in Part II of the Plan. Sponsor has no knowledge of any material defects or need for major repairs to the property except as set forth in the Description of Property and Building Condition.

The construction to be completed by Sponsor is expected to be done by December 31, 2021.

Rochester, New York

**3 PARKER LLC**





**PURCHASE AGREEMENT**

(This Document will be called the "Agreement")

Date: \_\_\_\_\_, 20\_\_

Purchaser's Name: \_\_\_\_\_

Purchaser's Address: \_\_\_\_\_

1. **The Agreement; The Unit; Purchase Price.** The undersigned Seller ("we" or "Sponsor") agrees to sell and the undersigned Purchaser ("you") agree to purchase Unit number \_\_\_ in the proposed PARKER STREET CONDOMINIUM (the "Condominium") in the Village of Fairport, Town of Perinton, County of Monroe, New York (the "Property"), together with an undivided 33.33% interest in the Common Elements of the Property. The total purchase price is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable as follows:

5% Down Payment made payable to Woods Oviatt Gilman LLP as Escrow Agent ..... \$ \_\_\_\_\_

Balance at Closing (in cash or by certified or bank check drawn on a New York State Clearing House Bank) ..... \$ \_\_\_\_\_

2. **The Plan.** As Purchaser, you have, at least three (3) business days prior to the date hereof, received and read the "Condominium Offering Plan" (the "Offering Plan"). The Unit is the same premises referred to by the same Unit number in the Floor Plans filed or to be filed in the Monroe County Clerk's Office and in the Declaration, By-Laws, and Offering Plan of the Condominium and in the schedules and exhibits annexed to the Offering Plan (the "Condominium Documents"). The contents of the Condominium Documents are a part of this Agreement. The Escrow Agent is only responsible for the duties assigned in the Offering Plan.

3. **Mortgage Financing.** Your obligations under this Agreement are contingent upon your obtaining a written mortgage commitment from an institutional lender in an amount not more than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) within forty-five (45) days from the date of this Agreement. If such a commitment is not so obtained, either you or we may declare this Agreement null and void. You must notify us in writing of your inability to obtain a mortgage within 3 business days of the notice of rejection. If this Agreement is declared null and void, the only liability under this Agreement is the Escrow Agent's duty to return the deposit paid on the date this Agreement was signed. The Escrow Agent shall obey the terms of the Offering Plan and the Escrow Agreement contained therein, with respect to the return of the deposit. If the commitment lapses prior to closing and you have made a good faith effort to extend the commitment, we shall grant you a right of rescission to be exercised within ten (10) days from expiration of the mortgage commitment. Under New York law, when a mortgage commitment is not fulfilled through no fault of the Purchaser, performance is excused. Therefore, if the Purchaser acts in good faith and the lender revokes the loan commitment after the contingency period expires, performance is excused, and the

Sponsor must grant to such Purchaser a right of rescission and a reasonable period of time to exercise such right.

4. Check contingencies if they apply:

Cash purchase- A cash purchase offer must be accompanied by written proof of available funds.

Sale contract contingency- This Purchase Agreement is subject to Purchaser obtaining a contract for the sale of Purchaser's existing home at \_\_\_\_\_ no later than \_\_\_\_\_. Unless and until Purchaser removes this contingency, if Sponsor receives another acceptable purchase offer for the same Unit, Sponsor may notify Purchaser in writing that Sponsor wants to accept the other offer and Purchaser will then have 3 days to remove this sale contingency by written notice to Sponsor. If Purchaser does not remove the sale contingency, Purchaser's rights under this contract shall end and Sponsor shall be free to accept the other offer and shall return Purchaser's deposit. If Purchaser removes the contingency, then a transfer of title contingency contained in Purchaser's mortgage commitment shall not be a condition of this Agreement and Purchaser must show it has sufficient funds to close without a sale of the existing home.

Transfer of Title Contingency- This Purchase Agreement is subject to the transfer of title to purchaser's existing home located at \_\_\_\_\_ no later than \_\_\_\_\_, 20\_\_\_. Purchaser represents that Purchaser has entered into a purchase agreement which is now subject to the following contingencies:

- None
- mortgage
- sale of property
- transfer of title
- attorney approval
- other.

Unless and until Purchaser has obtained a contract for the sale of the existing property which is not subject to any unsatisfied contingencies, and has so notified Sponsor in writing of same, if Sponsor receives another acceptable purchase offer on the same unit, Sponsor may notify Purchaser in writing that Sponsor wants to accept the other offer and Purchaser will then have three days to remove this transfer of title contingency by written notice to Sponsor. If Purchaser does not remove this contingency, Purchaser's rights under this contract shall end and Sponsor shall be free to accept the other purchase offer and Purchaser's deposit shall be returned. If this contingency is removed, then a transfer of title contingency contained in purchaser's mortgage commitment shall not be a contingency of this Agreement and Purchaser must show it has sufficient funds to close without such a transfer of title.

**5(a). Closing Date.** The closing of your Unit will be on or about \_\_\_\_\_ 20\_\_\_. We will give you thirty (30) days' written notice of the time and place of the closing, unless you sign a waiver indicating that five days' notice will suffice. In the event, however, that Sponsor cannot convey title within 12 months from the closing date, you will be offered a right of rescission to be exercised within 15 days of the offer of rescission.

**5(b). Certificate of Occupancy.** We will provide a temporary or permanent Certificate of Occupancy for the Unit at closing. If a temporary Certificate of Occupancy is provided, a permanent Certificate of Occupancy will be provided before the expiration of the temporary Certificate of Occupancy, as extended.

**6. Closing Costs; Closing Adjustments.** At closing you will pay the closing costs listed in the Offering Plan, including transfer tax, recording fees for the deed and power of attorney, tax and other adjustments with the Sponsor, and including the costs listed in Section 7 if you are obtaining a mortgage. If we have advanced any expenses on your behalf, you will reimburse us for them at closing.

**7. Mortgage Closing Costs.** If you are obtaining a mortgage to purchase your Unit, you must, at closing, pay all costs related to the mortgage. If we have advanced any of these payments on your behalf, you will reimburse us for them at closing. If you receive a credit on mortgage tax as a result of mortgage tax previously paid by us, you will reimburse us for same at closing.

**8. Title Documents.** There are no abstracts or surveys provided for Condominium units. Upon Purchaser's request, Seller will provide a fee title insurance policy from Stewart Title Insurance Company at the time of closing, at Purchaser's expense. This policy shall provide that the Condominium has been validly created pursuant to the NY Condominium Act. Filed floor plans will be available for review at the Monroe County Clerk's office. Purchasers may obtain their own title insurance from any company that they choose.

**9. Taxes and Assessments.** Real estate taxes and assessments for the tax year in which title closes, and Common Charges for the month in which title closes, shall be apportioned as of the closing date. In the event that on the closing date your Unit has not been separately assessed for the then current tax fiscal year, the apportionment of real estate taxes shall be based upon the assessment for the land and buildings comprising the Condominium and the percentage of the Common Elements appurtenant to the Unit.

**10. Cancellation of Agreement.** If title is not conveyed to you within twelve (12) months after the closing date set forth in this Agreement, or if we default on the Agreement, you may cancel this Agreement. If you choose to cancel for these reasons, all moneys you have paid under this Agreement will be returned to you with interest, if any. Upon cancellation and return of the deposit, we will have no further liability to you. This Section will not apply if your default prevents the title from closing.

**11. Ineffective Offering Plan.** Should the Offering Plan not be declared effective as provided in the Condominium Documents, this Agreement will be cancelled, all moneys paid by you to us or to the Escrow Agent will be refunded without interest unless interest is earned, and we will have no further liability to you.

**12. Trust Fund.** All moneys received from you in connection with this Agreement will be held in a special escrow account at M&T Bank, Rochester, New York which account shall be called "Woods Oviatt Gilman LLP, Special Escrow Account for Parker Street Condominium". The moneys will be held in trust, in accordance with the provisions of Sections 352-e(2-b) and 352(h) of the General Business Law and the Regulations of the New York State Attorney General until title to

your Unit is conveyed to you. The signature of Kelley Ross Brown, Esq., Jerry Goldman, Esq., W. Stephen Tierney, Esq., David DiMarco, Esq., James Bonsignore, Esq. or Kristopher Vurarro, Esq. of the office of Woods Oviatt Gilman LLP, Rochester, New York 14604, attorneys for the Sponsor, shall be required to withdraw any of such funds. The escrow account shall be a non-interest bearing account. **The attached Escrow Agreement must be signed by Purchaser in order to make the Purchase Agreement effective.**

**13. Power of Attorney.** On the closing date, you shall sign a Power of Attorney. The Power of Attorney shall be in the same form as the Exhibit to the Condominium Documents and shall be recorded with the deed.

**14. Your Default.** We may send you notice of our intention to cancel this Agreement if (a) you do not pay us the balance of the purchase price on the date that you are supposed to pay, or (b) you fail to perform any other obligation you have under this Agreement. If you do not correct your default within thirty (30) days after we have given you notice, we may cancel this Agreement.

**15. Our Default Remedies Against You.** If you default under this Agreement, we shall have all available legal remedies including (i) terminating the Agreement and retaining your deposit as liquidated damages as set forth in the next sentence, or (ii) suing you for damages. Our liquidated damages shall be all amounts you have paid to us up to five percent (5%) of the purchase price of your Unit. If you have paid us less than five percent (5%) of the purchase price of Unit before you default, we may collect, also as our liquidated damages, the difference between what you had paid and five percent (5%) of the purchase price. If we elect to cancel the Agreement because of your default and recover all of our liquidated damages as set forth above, neither of us will have any further liability to the other. We may then sell the Unit to someone else.

**16. Title.** Sponsor shall deliver good and marketable title to the Unit together with and subject to easements and covenants of record, the Declaration and the Bylaws, and zoning and local ordinances, so long as none of the foregoing are violated.

**17. Objections to Title.** If Purchaser raises a valid written objection to Sponsor's title which means that the title of the property is unmarketable, Sponsor may cancel this contract by giving prompt written notice of cancellation to Purchaser, and Purchaser's deposit shall be returned immediately. However, if Sponsor gives written notice within five (5) days that Sponsor will cure the problem prior to the closing date, then this contract shall continue in force until the closing date, subject to Sponsor performing as promised. If Sponsor fails to cure the problem within such time, Purchaser will not be obligated to purchase the property and his deposit shall be returned.

**18. Delivery of Deed.** You agree that our delivery and your acceptance of the deed at closing represent our full compliance with this Agreement, with the exception of terms and conditions that, according to the Offering Plan, survive the closing.

**19. Representations and Warranties.** Except for the representations and warranties in the Offering Plan, Declaration, By-Laws, and this Agreement, we have made no representations and warranties to you. The warranty for the Units provided by the Sponsor is set forth in the Offering Plan. However, Sponsor's obligation, regardless of any limitations in the warranty or in the Offering Plan, is to construct the premises in accordance with all applicable codes, as well as filed plans and specifications. Any conflict between the disclaimers and the Sponsor's obligation to construct the

premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

**20. Entire Agreement; Written Modification.** The Offering Plan, Declaration, and By-Laws (the Condominium Documents) and this Agreement are the entire agreement between you and us. No oral statement may be part of our agreement. This Agreement may only be modified or terminated by a written agreement, which must be signed by you and by us.

**21. Your Duty to Fully Perform.** If you have not fully performed this Agreement, or if you do not have a deed, you may not take possession of your Unit. Any violation of this Section is a breach of this Agreement. We may bring summary proceedings to dispossess you. Our use of summary proceedings will not be a waiver of any other rights and remedies we may have against you.

**22. Risk of Loss.** This risk of loss from fire or other casualty to the Unit, Common Elements and Limited Common Elements remains with us until you either take actual possession of the Unit or take title thereto. A person who takes possession prior to closing assumes the risk of losses not covered by insurance. In the event of a casualty, we will notify you within 10 days of the casualty as to whether we will repair the damage. If we will not, this contract will terminate and your deposit will be refunded with interest, if any.

**23. Corrections.** Any errors or omissions in computing apportionments at closing shall be corrected. This provision shall survive closing.

**24. Conflicts.** In the event of any conflict between the Offering Plan and this Agreement, the Plan shall control.

**25. No Broker.** You represent to us that you have dealt with no broker other than \_\_\_\_\_.

**26. Assignment; Binding Effect.** You may not assign this Agreement to anyone else without our written consent.

**27. Acceptance of Agreement.** Within five business days after you deliver this executed Agreement and a deposit to us, we must either accept this Agreement and return a fully executed counterpart to you or reject said Agreement and refund the full deposit. If no action is taken by us, it shall be deemed a rejection of this Agreement.

**28. Attorney Approval.** This agreement shall be contingent upon the approval of attorneys for both parties within five (5) business days after Seller's acceptance of this contract. The failure of either attorney to either approve or disapprove this Agreement within 5 business days shall be deemed to comprise a waiver by the respective party of the need for such approval and waiver of such contingency.

**29. Extras.** If you select any "extras" or upgrades to the Unit, it will be done by written change order signed by both parties. Extras will be paid for as follows: 100% at time of order and 0% at closing. The initial 100% will be deposited in the Escrow Account but may be released by Escrow Agent to Sponsor if needed to purchase or install the extras. If you do not close, any monies

already used for purchase or installation of extras ordered by you will not be refunded. Unexpended portions will be refunded. If an offer of rescission of the Contract is made to you by the Sponsor and you choose to accept it, expended monies for extras will be refunded. Notwithstanding the foregoing, if the Plan is abandoned by Sponsor, all monies paid will be refunded.

**30. Final Inspection.** Purchaser shall have the right to a pre-closing inspection of the Unit. Any unfinished items will be noted on Sponsor's form signed by both parties. Such items will be completed by Sponsor within sixty (60) days after closing, weather permitting, unless specially ordered items are not available.

**31. Interstate Land Sales Full Disclosure Act ("ILSA").** The Interstate Land Sales Full Disclosure Act, 15 U.S.C. §§1701 *et seq.* (the "Act") is a Federal Statute that requires developers of certain new construction projects to file a disclosure statement or property report (the "report") with the U.S. Department of Housing and Urban Development ("HUD") and provide the report to purchasers unless the project or sale is exempt from this requirement.

On September 26, 2014, former President Obama signed into law a bill amending the Act to exempt Sponsors of new construction condominium projects from the obligation to file the report. The law took effect on March 25, 2015. As of that date, the registration and filing requirements of the Act are no longer applicable to this project as it will be exempt from same. Thus, any purchasers entering into a purchase contract after March 25, 2015, will receive the offering plan only, without a copy of the report and will not have the rights afforded purchasers of Units in non-exempt projects pursuant to the Act. (See Section 25 of the Purchase Agreement in Part II of the plan).

This Agreement shall be binding upon you and your heirs, executors, administrators, successors, and permitted assigns, and if more than one person joins in the execution of this Agreement, the covenants and agreements hereof shall be their joint and several obligations.

The parties hereto agree that this Agreement shall be construed in accordance with the laws of the State of New York.

**32. Addenda.** The following Addenda are incorporated into this Agreement:

- All Parties Agreement (FHA/VA)
- New Home Quotation
- Floor Plan and Elevation
- Building Plans and Specifications
- Included Features and Benefits of Parker Street
- NYS Disclosure Form
- Access – Walk through
- Purchaser Acknowledgment of Receipt of Offering Plan
- Site Plan
- Purchaser Receipt of Offering Plan with Amendments and Sprinkler System Pamphlet
- Other

**33. Addendum.** See administrative page attached to this contract.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto.

**DATED:** \_\_\_\_\_, 20\_\_

**PURCHASER**

\_\_\_\_\_

\_\_\_\_\_  
Name(s):

\_\_\_\_\_

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

**ACCEPTED BY  
SELLER:** \_\_\_\_\_, 20\_\_

**SPONSOR/SELLER**

**3 PARKER LLC**

**By:** \_\_\_\_\_  
**David J. Riedman, Sole Member**

Administrative Information

Property Address \_\_\_\_\_

**Seller:** \_\_\_\_\_

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

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

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

\_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_

**Attorney:** \_\_\_\_\_

**Attorney:** \_\_\_\_\_

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

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

\_\_\_\_\_ ZIP: \_\_\_\_\_

\_\_\_\_\_ ZIP: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

**Listing Broker:** \_\_\_\_\_

**Selling Broker:** \_\_\_\_\_

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

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

\_\_\_\_\_ ZIP: \_\_\_\_\_

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

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**Listing Agent:** \_\_\_\_\_

**Selling Agent:** \_\_\_\_\_

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

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

\_\_\_\_\_ ZIP: \_\_\_\_\_

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

ID# \_\_\_\_\_

ID# \_\_\_\_\_





## POWER OF ATTORNEY

The undersigned, \_\_\_\_\_, the Owner of **Unit** \_\_\_\_\_ in the Condominium known as **PARKER STREET CONDOMINIUM** consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to a Declaration dated \_\_\_\_\_, 20\_\_, and recorded in the County of MONROE on \_\_\_\_\_, 20\_\_, in Liber \_\_\_\_\_ at Page \_\_\_\_\_, does hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of PARKER STREET CONDOMINIUM, jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire, in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their Common Interests, any Unit whose Owner desires to abandon the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of the sale or lease thereof, if any, and the rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, and thereafter to convey, sell, lease, mortgage or otherwise deal with any such Units so acquired by them (but not to vote the votes appurtenant thereto), on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact.

The undersigned, does hereby also nominate, constitute and appoint the Sponsor, 3 PARKER LLC, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Sponsor or obtain an amended certificate of occupancy therefore, or any of said documents when such amendment (i) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Sponsor in accordance with the Declaration or (ii) shall be required by an (x) Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Power of Attorney shall be irrevocable.

**IT WITNESS WHEREOF**, the undersigned, has executed this Power of Attorney this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Unit Owner

STATE OF NEW YORK     )  
COUNTY OF             ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned, personally appeared  
\_\_\_\_\_, personally known to me or approved 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 on behalf of which the individual acted, executed the instrument.

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



**WARRANTY DEED**

**THIS INDENTURE** made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between **3 PARKER LLC**, a New York limited liability company having its principal office at 45 East Avenue, Rochester, New York 14604, ("**Grantor**"), and \_\_\_\_\_ residing \_\_\_\_\_ at \_\_\_\_\_ ("**Grantee**")

**WITNESSETH:**

That the Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs, successors, and assigns of the Grantee, forever:

The Unit designated as Unit No. \_\_\_ in the Declaration comprising **PARKER STREET CONDOMINIUM** located in the Village of Fairport, Town of Perinton, County of Monroe, State of New York, (hereinafter called the "**Property**"), made by the Grantor under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York), dated \_\_\_\_\_, 20\_\_, and recorded in the office of the County Clerk of Monroe County on the \_\_\_ day of \_\_\_\_\_, 20\_\_ in Liber \_\_\_\_\_ of Deeds at page \_\_\_\_\_ (hereinafter called the "**Declaration**"), which Unit is also designated as Tax Account No. \_\_\_\_\_ on the Floor Plans of the Building, certified by \_\_\_\_\_ and filed simultaneously with said Declaration in the Office of the County Clerk of Monroe County (hereinafter called the "**Unit**").

**TOGETHER** with an undivided 33.33% interest in the Common Elements of the Property described in said Declaration called the "**Common Elements**".

The land area of the Condominium Property is described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Fairport, Town of Perinton, County of Monroe and State of New York, and more particularly described in Schedule A attached hereto and made a part hereof.

Containing .25 acres, more or less.

**TOGETHER** with an easement in common with the owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit; and

**TOGETHER** with the appurtenances and all the estate and rights of the Grantor in and to the Unit; and

**TOGETHER WITH AND SUBJECT TO** all easements of necessity in favor of the Common Elements; and

**SUBJECT ALSO TO** an easement in favor of the other Units to use any pipes, wires, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit; and

**SUBJECT TO** the provisions of the Declaration, and the By-Laws and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the Office of the County Clerk of Monroe County, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

**TO HAVE AND TO HOLD** the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

The use for which a Unit (as defined in the Declaration) is intended is for residential purposes. This conveyance is not all or substantially all of the Grantor's assets and is made in the ordinary course of business actually conducted by the Grantor.

**AND** the Grantor covenants as follows:

**FIRST**, that Grantees shall quietly enjoy the said premises.

**SECOND**, that Grantor will forever warrant the title to said premises.

**THIRD**, that the Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The Grantee acknowledges that he has received and represents that he has read the Offering Plan entitled "Condominium Offering Plan," including the Declaration, By-Laws, and Rules and Regulations of Parker Street Condominium, and acknowledges that there are Common Charges on the Property which are payable monthly.

The Grantee hereby covenants and agrees (jointly and severally, if more than one), for the benefit of the Grantor and for the benefit of each Unit Owner in Parker Street Condominium, that Grantee will strictly comply with all of the provisions contained in the Condominium's Declaration, By-Laws, and all rules and regulations adopted pursuant thereto.

The Grantee hereby executes and acknowledges this Indenture for the purpose of complying with the provisions of this Indenture.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE TO FOLLOW]**

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

**GRANTOR:**

**3 PARKER LLC**

By: \_\_\_\_\_  
Name: DAVID J. RIEDMAN  
Title: Sole Member

**GRANTEE:**

\_\_\_\_\_

STATE OF NEW YORK)  
COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared David J. Riedman, 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)  
COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, 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 upon behalf of which the individual acted, executed the instrument.

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



## SCHEDULE "A"

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Village of Fairport, Town of Perinton, County of Monroe and State of New York, being part of Town Lot No. 41 in Township 12, Range 4 of the Phelps and Gorham Purchase and bounded and described as follows:

Beginning at a point in the center line of Parker Street (33.00 foot wide right-of-way), said point being 97.06 south of the intersection of the center line of Liftbridge Lane East with the center line of Parker Street;

thence (1) Southerly and along the center line of said Parker Street a distance of 95.64 feet to a point;

thence (2) Easterly and forming an interior angle of  $86^{\circ} 32' 25''$  with course #1 and along the lands of the New York State Barge Canal System a distance of 150.83 feet to a point;

thence (3) Northerly and forming an interior angle of  $93^{\circ} 09' 16''$  with course #2 a distance of 61.04 feet to a point;

thence (4) Westerly and forming an interior angle of  $93^{\circ} 45' 37''$  with course #3 a distance of 59.46 feet to a point;

thence (5) Northerly and forming an exterior angle of  $93^{\circ} 45' 37''$  with course #4 a distance of 27.40 feet to a point;

thence (6) Westerly and forming an interior angle of  $86^{\circ} 50' 44''$  with course #5 a distance of 90.90 feet to a point in the center line of Parker Street, said point marking the point and place of beginning. Course #6 forms an interior angle of 93 degrees 27' 35" with course #1.

All as shown on a Survey Map made by David M. Paonessa, L.S., P.C., dated March 23, 2017, being File No. 10016.



Section 20.7 Description of Property and Specifications or Building Condition.

(a) *Location and use of property.* State whether this property and proposed use will comply with all zoning and use requirements at closing. Include in discussion:

(1) Address; **3, 5 & 7 Parker Street, Fairport, New York 14450**

(2) Block and lot number; **153.13-1-75**

(3) Zoning; **Canal District**

(4) Permissible use. **Residential**

**All approvals for the development have been received.**

(b) *Status of construction.* State:

(1) Year built; **Construction has commenced and is scheduled to be completed in 8/20/2020**

(2) Class of construction; **Wood Frame, Residential Code of NYS 2000. Building has one hour separation. Load bearing and non-load bearing walls, floors, unit separation walls, stairs and roof will have a 1 hour fire rating. Interior non-bearing walls will have a 30 minute fire rating.**

(3) Certificate of Occupancy, type and number; **Permanent Certificates of Occupancy will be received upon completion of construction**

(4) Alteration permit numbers and description of work done. **Building Permits RB20-000018, RB20-000019 and RB20-000020 are attached as Exhibit A-1.**

(c) *Site.* Discuss:

(1) Size; **.25 Acres**

(2) Number of buildings and use; **One building, a three story, three unit condominium**

(3) Streets owned or maintained by the project: **There are no streets owned or maintained by the Condo Association. As shown on the 2<sup>nd</sup> page of Exhibit A-4, the property is measured to the middle of the Village of Fairport road, Parker Street, however the road, granite curb and sidewalk as shown on the Exhibit are maintained by the Village. The condo will**

**maintain only the area titled “Proposed Asphalt Driveway” along with the porches and sidewalk serving the 3 units as described in (4) (i).**

(4) Drives, sidewalks and ramps;

(i) Paving (material and condition); **The driveway will be new asphalt. Units 3 and 5 will have a concrete porch accessible by the driveway and unit 7 will have a sidewalk accessible from the driveway leading to the concrete porch**

(ii) Curbing (material and condition); N/A

(iii) Catch basins, drainage (location and condition); **The site will have a drainage swale so that runoff will be directed to a three foot deep cobble lined depression for storm water infiltration.**

(iv) Street lighting (material, type, location and condition); **There will be building mounted lighting adjacent to each front door**

(v) State whether these items are in conformity with local fire district, town or municipal building codes. **All items are in conformity with municipal codes**

(d) *Utilities.* Identify source or provider of each utility. Specifically identify which are public utilities or regulated companies and which are solely the obligation of the board of managers of the condominium. Indicate whether water, sewer (or septic tank), gas, electric and telephone are metered individually, collectively or by any other method of billing. **Water service will be provided by Monroe County Water Authority. There will be one water service to a master meter located in the utility room of the building. Each unit will have a separate water meter provided by WaterWatch, Inc. Each unit owner will receive a monthly bill from WaterWatch and send the funds to the Association for payment of the water bill. There will be one sewer lateral for the building which will connect to the Village of Fairport municipal sewer line. Gas service will be provided by Rochester Gas & Electric. Each unit will have its own gas meter. Electricity will be provided by Fairport Electric. Each unit will have its own electric meter. Time Warner and Frontier Communications will be available to provide phone service and Time Warner, Dish Network and Direct TV will be available for cable television.**

(e) *Sub-soil conditions.* Describe (including water conditions): **Radon is not present at the property. As shown on Exhibit A-5, the property is approximately 500 feet from Thomas Creek. As noted on the 3rd page of Exhibit A-4, Note 12 indicates the property is not in a 100 year floodplain.**

(1) Whether uneven foundation movement or settling has occurred (cracking, mortar joint decay, etc.); **N/A**

(2) Whether there is any evidence of moisture or seepage or ground water infiltration and, if so, whether corrective action is needed; **N/A**

(3) Whether there is any danger from flooding, either due to water table in area or overflow from other bodies of water. **The property is located adjacent to the canal. There have been no reports of the canal overflowing in the past. The property is not located within a recognized 100 year flood plain and the property is not susceptible to mudslides or erosion.**

(f) *Landscaping and enclosures.* Describe:

(1) Grass cover (type, location); **Lawn areas will be seeded and they are adjacent to the driveway and next to the sides of the building.**

(2) Plantings (type, location); **Various species of shrubs and bushes will be planted throughout the property in accordance to the attached landscape plan. See Exhibit A-2**

(3) Trees (location); **Two trees will be located adjacent to the driveway.**

(4) Fencing (type, location); **A five foot tall vinyl fence will be installed on the north side of the property and on part of the east side of the property.**

(5) Gates (type, location); **N/A**

(6) Garden walls (type, location); **N/A**

(7) Retaining walls (type, location); **A retaining wall 48 inches in height will be provided on part of the north and east sides of the property which will be decorative split block.**

(8) Display pools and fountains (location, materials); **N/A**

(g) *Building size.* Specify:

- (1) Total height (approximate total feet from ground level to highest part of roof); **38'-6"**
- (2) Crawl spaces (floor to ceiling, height); **N/A**
- (3) Number of sub-cellars and cellars; **N/A**
- (4) Number of floors (actual including penthouses); **Three floors**
- (5) Equipment rooms (location and use); **N/A**
- (6) Parapet (height above roof). **Dimensions vary for 0 to 20 inches.**

(h) *Structural system.* Describe materials used, include type of foundation(s) and method of installation. Specify:

(1) Exterior of buildings: **CMU foundation walls sitting on 1' X 2' concrete footing. Solid core filled walls, with no waterproofing. Backfill performed with structural material. Floors are 6" concrete slab on 6 mil poly with 6 X 6, 10/10 wire mesh. Upper floors are 18' web wood trusses with ¾ inch Advantech subfloor.**

(i) Walls: List materials, type of construction, method of construction. If insulated, describe material, type, size and insulating value where available. **Floors 1-3 [plus roof top access] will have 2" x 6" exterior wall framing with 7/16" OSB sheathing. Exterior finish material to be stone and Cedar Board siding at exterior, detailing per CD's Tinset Buechel stone on the 1st floor, rock cast-buff stone tinset on 2<sup>nd</sup> floor and natural cedar on the 3<sup>rd</sup> floor. Insulation R-value to be R-21 6" fiberglass insulation. Fire rating of 1 hour, with a 2 hour fire rating of the walls between the units.**

(ii) Windows: Specify type and materials in all parts of the building including sills, screens, window guards, lintels, storm, sash, hardware, single or double glazing and caulking. Indicate whether lot line windows exist and describe any potential future problems. **Kolbe aluminum clad with wood extension jamb and sill prefinished wood, aluminum white hardware, aluminum white screens, laminated insulated glass, low-E with a 10 year warranty. Code does not require emergency escape as there is no basement. Ingress/egress is interior stairs.**

(iii) Landmark status: State whether building has landmark status and discuss consequences. **N/A**

(2) Parapets and copings: State type of materials, how firmly secured in place and whether there is any indication of problems e.g., leakage, spilling, deterioration of mortar, cracking, etc. **New parapet walls are integral with exterior wall. Hardie Board siding on the exterior face, EPDM on the backside with prefinished metal coping.**

(3) Chimneys and caps: Indicate number, location and material of each chimney for boilers, incinerators, compactors and fireplaces. If fireplaces are not usable for wood fires, this fact must be conspicuously disclosed. **The chimney is eliminated as the fire place will be electric.**

(4) Balconies and terraces. Describe:

(i) Deck finish (material); **Balconies are framed with pressure treated material and composite Azek 5 ¼ inch decking using stainless steel screws and plastic spacers. IEP wood pavers will be installed on adjustable pedestals on the roof decks.**

(ii) Balustrade (type, material); **42" Westbury Stainless Steel Vertical Cable, post to post, 200 pounds strength. As the cable is vertical, there is no ladder effect.**

(iii) Railings (material); **Aluminum**

(iv) Copings (material); **Pre-finished Aluminum**

(v) Soffits (material); **Fiber cement**

(vi) Doors to balconies and terraces (type, material). **Weathershield aluminum clad.**

(5) Exterior entrances. Describe:

(i) Exterior doors and frames (material, type, lock); **Kolbe Wood aluminum clad door at main entry. Kolbe wood door aluminum clad at secondary doors. Multi-point Lock door hardware-matte black finish. Dual glazed solar low-E glass.**

(ii) Vestibule doors and frames (material, type, lock); **N/A**

(iii) Exterior stairs (material, location); **N/A**

(iv) Railings (material, location); **N/A**

(v) Mail boxes (type, location); **Mailboxes will be adjacent to the front door of each unit, mounted on the outside wall.**

- (vi) Lighting (type, location). **Recessed fixtures in overhang soffit, above.**
- (6) Service entrances. Describe:
  - (i) Doors and frames (material, type, lock); **Insulated hollow metal door [painted] at mechanical.**
  - (ii) Gates (material, type, lock); **N/A**
  - (iii) Exterior stairs (material, location); **N/A**
  - (iv) Railings (materials, location). **N/A**
- (7) Roof and roof structures. Describe:
  - (i) Type roofs for all areas:
    - (a) Material; **EPDM fully adhered membrane**
    - (b) Insulation (size, type and insulating value if available); **The roof truss cavity will be completely filled with non-combustible insulation, R-49.**
    - (c) Surface finish; **Exposed Carlisle EPDM and metal**
    - (d) Bond or guarantee; **1 year labor, and 20 years on the material warranty from the manufacturer. The deck is acceptable to the manufacturer under the warranty and the warranty is in effect upon inspection by the Building Inspector.**
    - (e) Flashing materials including counter flashing. **Pre-finished metal coping and flashing**
  - (ii) Drains:
    - (a) Location, material and type; **PVC pipe (Schedule-80) internal to the structure continuous to storm drain with two drain locations per plan**



**near the unit separation walls. Emergency drainage would overflow off the roof because there are no parapet walls. There will be copper downspouts from the decks with 2x3 downspouts to splash blocks.**

(b) Gutters and leaders (type, material). **Internal PVC pipe from the roof drains continuous to underground collection system.**

(iii) Skylights (location, type, material). N/A

(iv) Bulkheads:

(a) Stairs (material); **Fiber cement siding**

(b) Elevator (material); **Fiber cement siding**

(c) Other N/A

(v) Metal work at roof levels: **Coping/flashing will be done with .040" aluminum trim. Railings will be aluminum with 42" Westbury stainless steel vertical cables**

(a) Exterior, metal stairs (material); N/A

(b) Vertical ladders, including gooseneck (material); N/A

(c) Railings (material); Aluminum

(d) Hatches to roof (type, material); N/A

(e) Other N/A

(vi) Rooftop facilities. **Wood tile on adjustable pedestal with wood frame trails in portion of the deck made from Timber Tech composite material with 42" stainless steel vertical aluminum cable. Trellises will be red cedar with a height of 9 feet.**

(8) Fire escapes. Describe at each floor and specify any unusual access situations: N/A

(i) Location (described how attached and supported); N/A

- (ii) Floors Covered; N/A
- (iii) Drop Ladder; N/A
- (iv) Type; N/A
- (v) Materials. N/A

(9) Yard and courts. Describe each yard or court including front, rear and interior areas, listing methods of access: **Each unit will have an outdoor seating area/patio which will be accessible either through the respective unit or through the lawn area located on the east side of the building.**

(i) Paving (material); **Patio's on the 1<sup>st</sup> floor will be limestone. Azek composite decking will be used for the 2<sup>nd</sup> and 3<sup>rd</sup> floors to be installed with stainless steel screws and plastic spacers. Roof decks will be IPE wood pavers on adjustable pedestals.**

(ii) Drainage (type and material); **Surface drainage.**

(iii) Railings (material);

(iv) Stairs (material);

(v) Fencing (type and material); **A five foot tall vinyl fence will be installed on the north side of the property and on part of the east side of the property.**

(vi)

(vii) Walls (type and material).

(10) Interior stairs. Describe:

(i) Number of stairs of each type; **One stair within each unit.**

(ii) Enclosure (construction and interior finishes); **Open stair**

(iii) Stair construction (steel, concrete, wood); **Wood**

(iv) Stringers (material); **Pine wood**

(v) Treads (material); **Oak wood**

(vi) Risers (material); **Pine wood**

(vii) Guard rails (material); **Oak wood**

- (viii) Balustrade (material); **Aluminum Cable**
- (11) Interior doors and frames. Describe material, type and location for each, and state whether fireproof or exceeds fire/safety standards: **Garage doors will have a 90 minute fire rating, entry doors will be 30 minutes.**
- (i) Unit entrance and interior doors and frames; **Wood**
  - (ii) Corridor doors and frames; **Wood**
  - (iii) Stair hall doors and frames; **Open Stair**
  - (iv) Roof doors, basement doors and frames. **Insulated Hollow Metal**
- (12) Elevators. Describe: **Each unit will have its own elevator**
- (i) Number of passenger and service elevators; **One per unit**
  - (ii) Manufacturer, age of each and capacity (in pounds and number of passengers); **Residential Elevators LLT 950, 2 person, 1000 pound capacity**
  - (iii) Type of operation for each elevator by elevator number or location in building (for large numbers of elevators describe by class-passenger/freight); **Residential LULA-Traction**
  - (iv) Automatic (type of controls); **Automatic**
  - (v) Floors served; **3 Floors plus penthouse**
  - (vi) Type (hydraulic; gearless); **Traction**
  - (vii) Doors (sliding, swinging, manual, automatic); **Swing**
  - (viii) Location of machine rooms; **None**
  - (ix) DC motor (manufacturer); **Residential Elevators LLT 950**
  - (x) AC motor-generator set (manufacturer); **Residential Elevators LLT 950**
  - (xi) Other.
- (13) Elevator cabs. Describe: **40" x 54" car size, 7'-0" interior cab height**

- (i) Kind (manufacturer); Floor (material); **Maple**
- (ii) Walls (material); **Maple flat panel**
- (iii) Ceiling (material); **Maple flat panel**
- (iv) Lighting; **(2) energy saving recessed LED lights with black trim ring**
- (v) Alarm, safety system **Type “A” instantaneous/symmetry elevating solution model SSD-01**

(i) *Auxiliary facilities:*

(1) Laundry rooms. Describe: **Each unit will have its own laundry room with the washer and dryer to be provided by the buyer. Electric outlets will be provided for the washer and dryer. Venting will be provided to the outside.**

(i) Location and number of rooms; **There will be one laundry room per unit.**

(ii) Clothes washers, number and type (e.g. heavy duty, coin operated, electric, gas). **Each buyer will provide their own washing machine.**

(iii) Clothes dryers (number and type); **Each buyer will provide their own dryer.**

(iv) Room ventilation (method and final exhaust); **N/A**

(v) Dryer ventilation (method and final exhaust). **The dryer will be ventilated to the outside via hard pipe aluminum.**

(2) Refuse disposal. Describe, including: **The Village of Fairport provides weekly refuse pickup. Refuse containers will be stored in each unit's garage and pulled to the curb for pickup...**

- (i) Incinerator(s) (number, location, capacity, type manufacturer) N/A
- (ii) Compactor(s) (number, location, capacity, type, manufacturer); N/A
- (iii) Approvals by authority having jurisdiction (date of each approval); N/A
- (iv) Initial storage location (ultimate storage location); N/A
- (v) Pick-up schedule, and whether public or private provider. **Weekly pick-up by the Village of Fairport.**

(j) *Plumbing and drainage.*

(1) Water supply. Describe system, pumps, storage and location. **The building will be serviced by a 4 inch DIP which will connect to the building system in the mechanical room to a backflow prevention device. From that point, three cooper water lines  $\frac{3}{4}$  inch will be run to each individual unit. The main shutoff will be in the mechanical room. All pipe will be in temperature controlled areas and will not be insulated.**

(2) Fire protection system. Describe: **13R "wet" type fire protection**

- (i) Standpipes (material, size, location); **PVC, 1  $\frac{1}{4}$  located in the mechanical room.**
- (ii) Hose racks, hoses and nozzles (location); **None**
- (iii) Sprinkler heads (type system, location); **TYCO LF 11 semi-recessed residential pendant sprinkler head rated at 120 degrees with white or chrome finish. The units including garages have sprinkler coverage.**
- (iv) Siamese connection (type, location). **BlazeMaster Siamese CPVC fire sprinkler pipe and fittings located on the west exterior wall of unit 3**

(3) Water storage tank(s) and enclosures. Describe: N/A

- (i) Number, type, and location of each; N/A

- (ii) Material (interior, exterior, and roof of tank); N/A
  - (iii) Access to tank (e.g. vertical gooseneck ladder); N/A
  - (iv) Capacity (total gallons); N/A
  - (v) Capacity (fire reserve). N/A
- (4) Water pressure and how maintained. **75 psi pressure from the water main.**
- (5) Sanitary sewage system. Describe, including: **6 inch gravity lateral which discharges to the Village of Fairport sewer system.**
- (i) Sewage piping (materials); **6" PVC**
  - (ii) Sewage pumps (if any); N/A
  - (iii) Sewage disposal (public/private; treatment; drainfield; sewer). **Sewer discharges into the Village of Fairport sewer system.**
- (6) Permit(s) required. List and include date(s) obtained. **The Village of Fairport approved the plans on January 6, 2020.**
- (7) Storm drainage system. Describe system, adequacy, method of disposal and materials including: **The site will have a drainage swale adjacent to the driveway (per Exhibit A-3) so that runoff will be directed to a three foot deep cobble lined depression for storm water infiltration.**
- (i) Catch basins (location); N/A
  - (ii) **Yard and roof drains (location); Roof drains will be piped to the drainage swale.**
  - (iii) Piping (materials); **4" PVC**
  - (iv) Eject or sump pumps (describe in detail and describe conditions requiring pumps). N/A

**(k)** *Heating.* Describe (including space heating and domestic hot water heating)

(1) Heating and distribution of domestic hot water and whether capable of providing peak required services. Describe heating system's ability to maintain legally required conditions under anticipated weather conditions, specifying internal temperature and ambient temperature used in calculations; **Unit heating provided with a direct vented vertical residential forced air furnace. Utilize hourly analysis program (HAP) to calculate heating and cooling loads. Summer design dry bulb 89.0F. Summer coincident wet bulb 73.0F. Winter design dry bulb 1.0F. Winter coincident wet bulb -0.6F. Designed to ASHRAE Standard 62.1-2007 and the 2010 Mechanical Code of New York State. Calculations for the loads of the furnaces, the electric fan and ductwork for each unit are performed using Manuals D, J and S from the Air Conditioning Contractors of America so that each unit has an ambient temperature in both the summer and winter. A 40 gallon State hot water tank, model HP-6-4-dh, with 92 % efficiency will be installed with a 5 year warranty.**

(2) Number of boilers and description; N/A

(3) Manufacturer and age of boiler(s) (model, capacity; alternatively, give type, approximate age and approximate remaining useful life); **York TG 95; 95% efficient furnace 90,000 BTU with forced air. The warranty is 5 years on equipment, 1 year on labor.**

(4) Manufacturer and age of burners (model; alternatively, give type and approximate remaining useful life); N/A

(5) Type of controls; **Honeywell programmable thermostat**

(6) Radiators, piping, insulation, valves, pumps; N/A

(7) Fuel (if oil give type and grade; if gas give type and supply system);

**Natural Gas**

(8) Location of oil tank, materials, enclosure; N/A

(9) Capacity of oil tank. N/A

(1) *Gas supply* (if not described above).

Describe:

- (1) Type; **Natural gas supplied by Rochester Gas & Electric.**
- (2) Meters; **One meter per unit located on the outside of the building.**
- (3) Piping. **Steel Black ¾ inch to the Rochester Gas & Electric main.**

(m) *Air conditioning.* Describe cooling system's adequacy to maintain comfortable conditions under anticipated weather conditions, specifying internal temperature and base ambient temperature used in calculations. Describe: **Calculations for the loads of the coil, the electric fan and ductwork for each unit are performed using Manuals D, J and S from the Air Conditioning Contractors of America so that each unit has an ambient temperature in both the summer and winter. Summer design dry bulb 89.0F. Summer coincident wet bulb 73.0F. Winter design dry bulb 1.0F. Winter coincident wet bulb - 0.6F. Designed to ASHRAE Standard 62.1-2007 and the 2010 Mechanical Code of New York State.**

(1) Type of system; **Central**

(2) Central system (manufacturer, model and capacity); **York Model TM9V with a 13 SEER rating, 92% efficient, 20 amp (220v), 2 ton capacity, 5 year warranty on equipment, 1 year on labor. Air ducts will be 28 gauge aluminum, .18" thick, 24" x 10", insulated in the attic only with blown in insulation covering the duct.**

(3) Cooling towers, condensers (roof top, self-contained units, including number, location and description); **The condensers will be York LX YCD13SEER with a 4 ton capacity and 5 year warranty. The units are corrosion resistant and the units will be placed on the rooftop.**

(4) Individual units covered by the offer (window/sleeve - specify number, capacity, amperage and efficiency). **N/A**

(n) *Ventilation.* Describe system in kitchens, fireplaces and all windowless areas such as corridors, garages, laundries, baths, etc. **GE Energy Star 780 CFM direct vent microwave will be installed over the stove which will be vented to the outside. Bathrooms will have Nu-tone fans 100 CFM vented to the outside. Dryers are vented to the outside. No basement ventilation system is required. The noise emissions ratings for ventilation is 35-45 db's.**

(o) *Electrical system.* Specify:

(p) (1) Service from main service switchgear (amperes, voltage, phases, wire, protective equipment); **Each unit will have a 200 amp service. 12/2 solid**



**romex wiring for lights, 14/2 solid romex wiring for outlets and 10/3 solid romex wiring for oven and dryer. No generator will be provided.**

- (2) Service to individual units (risers, etc.); **Direct from Fairport Electric**
- (3) Compartment switch gear (location and floor of sectional meter boards and transformers supplying power to the meter boards); **N/A**
- (4) Unit service (ratings of fuses and circuit breakers); adequacy of electrical system to handle modern usage and appliances such as air conditioners, dishwashers and dryers; **Individual 15 & 20 amp (115v) circuits for lighting and power circuits in the houses. 30 amp (208/220v) circuit for clothes dryers, 20 amp (208/220v) circuit for A/C system, 20 amp (115v) appliance circuits for dishwasher, disposal, washing machine.**
- (5) Adequacy:
  - (i) Service - average number of circuits per apartment and capacity to handle modern appliances - specifically air conditioners, dishwashers and electric dryers; **24 circuits on average per unit with a 30 circuit panel**
  - (ii) Lighting and fixtures; **The purchase price includes installed lighting fixtures in areas identified per each house plan, the style and location to be selected by the unit purchaser**
  - (iii) Convenience outlets, appliance outlets. **Per code with a minimum of 4 per room.**

(p) *Intercommunication and/or door signal systems, security closed circuit TV.* Specify mode of operation and condition. Describe television reception facilities (master antennae, cable TV, antennae by tenants). **A door bell will be provided at the main entry to each unit.**

(q) *Public area lighting.* Describe and state adequacy (entrances, halls and stairs, corridors, basements, courts and yards). **N/A**

(r) *Garages and parking areas.* Describe:

- (1) Location of garages (description of facility); **Each unit will have a two car attached garage which will be internal to the footprint of each unit. The garage will be a single car width with a depth to fit two cars. One hour drywall ceiling with a wet**

**sprinkler system. The garage is heated space.**

(2) Location of parking areas (number and spaces in each); **An additional parking space for each unit will be located in front of each garage door**

(3) Surfaces (materials used, lighting, fencing etc.); **The walls will be 5/8 drywall with a one hour fire rating and the floor will be concrete. A light will provided at the ceiling with a switch at the doorway.**

(4) Parking (attended or unattended); **Unattended**

(5) Garage ventilation (method and equipment); **N/A**

(6) Garage fire protection (method and equipment); **N/A**

(7) Drainage. **N/A**

(s) *Swimming pool(s). Describe in detail: N/A*

(1) Type (concrete, material composition) and location on property;

(2) Size, including length, width, depth, and approximate number of bathers permitted at any time;

(3) Enclosure (material including roof);

(4) Pumping and filter system (describe material);

(5) Water heating equipment or usage of building's hot water (feed or heat exchangers);

(6) If on building roof, specify structural support system.

(t) *Tennis courts, playgrounds and recreation facilities. N/A*

1. Tennis courts. Describe:

(i) Type (clay, macadam, turf);

(ii) Number and size;

- (iii) Lighting (number and type);
- (iv) Fencing or enclosure (including distance between fence or enclosure and all sides of court)

- 2. Playgrounds. Describe location and size(s), fencing (if any), equipment types and sand bed or safety padding. N/A
- 3. Other recreation facilities. Describe any beach or lake front, boating facilities, golf course(s), handball, basketball, or other game courts. N/A

(u) *Permits and certificates.* List all applicable permits which must be obtained and inspections which are to be done. List type of inspection, authority inspecting and duration of approval once obtained. Include all compactors, incinerators, boilers, oil storage tanks, elevators, etc. In New York City include Department of Air Resources, Elevator Safety, Boiler Safety, Fire Department and Buildings Department permits. **The Building Permit was issued by the Village of Fairport who will inspect the building and its elements while under construction and the Village will also issue a Certificate of Occupancy. The Monroe County Water Authority will issue a permit for the water tap. Elevators and sprinkler inspections are required each year which will be the responsibility of the unit owner.**

(v) *Violations.* List all violations outstanding as of the date of this report and the agency imposing the violation, the condition involved, the date violation issued, and work required by violation notice to cure. If no violations are outstanding, so state. N/A

(w) *Unit information.* Specify the number of units inspected. Specify the unit designations for each typical unit or line of units, including the number and type of rooms. Give criteria for calculations of the number of rooms. For lofts give useable residential space in square feet. Describe (include foyers, living rooms, dining areas, kitchen, bedrooms, bathrooms, etc.): N/A

(1) Type and grade of finish material used in each type of unit and the number of coverings given. Include paint, wall and floor coverings, as well as specifying the type of flooring, walls and ceiling used.

Area	Flooring	Walls	Ceiling
Foyer	Armstrong oak	2 coats latex	Stipple
Living Area	Shaw carpet	2 coats latex	Stipple
Bedrooms	Shaw carpet	2 coats latex	Stipple
Kitchen	Armstrong Vinyl	2 coats latex	Stipple
Bathrooms	Armstrong Vinyl	2 coats latex	Stipple
Laundry	Armstrong Vinyl	2 coats latex	Stipple
Bonus Room	Armstrong Vinyl	2 coats latex	Stipple

All of these areas are habitable areas by code.

Armstrong oak flooring is ¾” over sub floor. Shaw Baseline carpet with 8 pound pad is over subfloor. Armstrong Initiator vinyl sheet flooring is over ¼’ plywood. There is a one year material/labor warranty on flooring.  
 (2) Presence, type and condition of all bathroom fixtures. New Delta fixtures with finish chrome: 2 handle faucet D2538 , Toto sinks LT540G, Toto, toilets CST743E and Clarion tubs MP7911 and showers RE4835SD.

(3) Presence, type and condition of kitchen and laundry equipment.

Maple cabinets with hard surface countertops, GE Energy Star #JVM6172DKBB direct vent micro wave and GE Energy Star #GDT545PGJBB dishwasher, Insinkerator Badger 5 ½ hp garbage disposal. Dayton 18 gauge double bowl sink with Delta chrome finish single handle faucet D4353. Refrigerator and stove are not provided but electric hookups to both are provided. Laundry hookups only for a washer and electric dryer are provided.

- (i) If data is substantially the same for all units, a single narrative may be substituted for this schedule. **The first and third floor of the units will have nine foot ceiling and the second floor will be eleven feet. A 36” electric Napoleon Antique fireplace will be installed in unit 5 which will have no vent. Fireplaces are optional for additional cost for units 3 and 7.**
- (ii) If any equipment or fixtures described are not including in the offering price, or the offering price is conditioned on the equipment and fixtures selected, such fact must be conspicuously noted in the body of the plan.

(x) *Finish schedule of spaces other than units.* The following is a form of schedule to be given for each floor. N/A

Room	Floor	Walls	Ceiling	Remarks
------	-------	-------	---------	---------

{8000723: }

20.7(dd)

Describe all common rooms and spaces including but not limited to: sub-sub cellar, sub-cellar, basement, cellar, first floor, penthouse floor, public and service halls, corridors, lobbies.

(y) *Safety and warning devices.* Describe any fire or smoke safety devices installed in units and common areas. State what devices are required by law, and whether any required devices have not been installed. . **Smoke alarms will be installed on each floor and in each sleeping area. Carbon Dioxide alarms will be installed on each floor and each sleeping area**

(z) *Additional information required.* Include the following in the Description of Property and Building Condition section of the plan:

(1) A site plan showing landscape features, roads, the outside dimensions of the building(s) and designated common areas, including recreation and refuse disposal areas, and all privately owned access roads. The site plan may be omitted if the building covers the entire lot. **See Attached**

(2) An area map showing the location of the condominium with respect to its surroundings, if the condominium is not located in a highly urban area. **N/A**

(3) Floor plan for each line or type of unit drawn to scale, indicating room dimensions and unit boundaries. **See attached Architectural Plans**

(4) Floor to ceiling heights of units. The first and third floor will be 9' and the second floor will be 11'.

(5) Approximate total area of each unit. **See Architectural Plans**

(6) A master floor plan showing unit boundaries and the relationship of units to each other. The master floor plan may be omitted if the site plan clearly shows unit boundaries and appropriate unit designations. **See Architectural Plans**

(aa) In the event that certain conditions in the building(s) cannot be adequately evaluated by a visual examination, the Department of Law may, in its discretion, direct that an independent engineer or testing laboratory be retained to perform such tests or monitoring as may be necessary in order to make adequate disclosure. Conditions which may require additional testing or monitoring include, but are not limited to: settlement, masonry cracks, rusting of structural steel, adequacy of concrete cover, firestopping, etc. Test results must be reported in the offering plan or in an amendment thereto. **N/A**

(bb) *Further development.* If the sponsor intends to add additional units to the building, either above the existing roof, outside the existing building development, or by altering space within the building, it must make disclosure about the new units to conform to 13 NYCRR Section 20.7. In addition: N/A

- (1) If additional units are to be added, sponsor must submit plans and specifications approved by all necessary local governmental agencies before the offering plan may be accepted for filing.
- (2) If additional units will be on top of an existing structure, state:
  - (i) Whether the existing structure has sufficient capacity to support the additional load, and, if not, what steps are being taken to support the increased load.
  - (ii) What the resulting building height will be.
- (3) Describe the components which will be removed, relocated, or extended, e.g., parapet, bulkheads, roof, tanks, elevators, service rooms, landscaping, etc.
- (4) Describe the effect the additional structure will have on existing systems and state the adequacy of all existing systems which will be affected by the addition, including heat and hot water, water pressure, sewage, elevators, electricity, air conditioning, parking and sprinklers.
- (5) Include a list of facilities that will be shared by the existing and new structures, e.g., laundry room, intercom, garage, etc.
- (6) State the effect that the renovation or construction will have on tenants in occupancy. Specifically:
  - (i) The manner in which construction debris will be handled and its effect on common areas used by tenants.
  - (ii) The schedule for renovation and construction work, e.g., Monday-Friday, 8:00 am. To 5:00 pm., except holidays.
  - (iii) Any measures that will be taken to protect the security of the building during the construction or renovation process. Include a statement of the manner in which tenants and construction workers will gain access to the building.
  - (iv) Whether there will be any interruption of services during construction or renovation and, if so, provide details. This includes water, electricity, elevator services, and laundry rooms.

(v) Whether new piping will be added to existing piping and whether such work may cause breaks in existing piping. If so, state whether precautions will be taken to minimize damage and state who will be responsible for any such damage.

(vi) Whether the sponsor and/or contractors will have liability insurance in effect during construction.

(cc) *Asbestos*. State whether Asbestos Containing Material (ACM) is present in insulating or fireproofing material anywhere in the building. Sponsor shall perform such tests as are necessary to make such determination. In the event that ACM is present, sponsor shall have a person who is qualified to render an opinion on asbestos prepare a report on the asbestos in the building (the "asbestos report"). Such asbestos report shall contain at least the following information: N/A

(1) The qualifications of the person preparing the report.

(2) A detailed inventory of the asbestos in each unit and in all other areas of the property, including the location, amount of ACM, type and concentration of asbestos in ACM, and condition. At least 10 percent of all units must be inspected in an initial inspection. If ACM is found in any other units, a second inspection with notice to tenants, must be performed in all remaining accessible units. List units inspected.

(3) Recommendations for handling each and every item of the asbestos inventory, i.e., removal, enclosure, encapsulation, or leaving undisturbed.

(4) How the recommendations should be implemented. Include, if applicable, whether units must be vacated or whether use of certain rooms will be limited and the projected duration thereof. State whether the work must be performed in compliance with New York City Local Law 76 of 1985 or any other applicable laws.

(5) A recommended protocol (operations and maintenance program) for the future handling and maintenance of asbestos which will remain in the building, whether encapsulated, enclosed or left undisturbed.

(dd) *Lead-based paint*. Include records, reports, violations and any other information known or available to the sponsor or its agents concerning the presence of lead-based paint and/or lead-based paint hazards. N/A

DOCUMENTS TO BE TRANSFERRED TO THE CONDOMINIUM MANAGEMENT: The following documents shall be transmitted to the condominium management upon transfer of control:

Final As-Built drawings, **Architectural drawings of each unit will be given to the unit owner**

Operation and Maintenance manuals for mechanical equipment; **Manuals will be given to each unit owner**

Electronic system manual; **Manuals will be given to each unit owner**

Equipment warranties; **Warranties will be given to each unit owner**

Manufacturer's roof warranty; **Warranty will be given to the Condominium Association**

Major equipment start-up sheets; N/A

Control system as-builts; **Manuals will be given to each unit owner**

Original test and balance report for HVAC system. N/A

**Attachments:**

**Exhibit A-1: Building Permits (3)**

**Exhibit A-2: Landscape Plan**

**Exhibit A-3: Grading Plan**

**Exhibit A-4: Site Plan**

**Exhibit A-5: Aerial Neighborhood Plan**





**Exhibit A-1 Building Permits**



## BUILDING PERMIT

No. RB20-000018

Issued 06/18/2020

**This permit authorizes the following construction activities at 3-5 Parker St:**

New residential townhouse dwelling construction - 3 Parker St, western most dwelling in three unit group

**Owner name & contact number**

3 Parker LLC -- (585) 232-2600

**Contractor Name & Contact Number**

**Design Professional Name & Contact Number**

Hanlon Architecture - -

**Engineer Name & Contact Number**

**Permit Notes:**

- All construction must be compliant with NYS Uniform Fire Prevention and Building Code, State Energy Conservation Construction Code and the Code of the Village of Fairport.
- Building permits expire twelve (12) months after the date of issuance.
- Avoidable automatic fire alarms are a violation of Village Code and subject to a fine.
- Regardless of permit scope of work, the structure for which the permit is issued must be compliant with current smoke and carbon monoxide detection requirements.
- All work shall be performed in accordance with the construction documents submitted as part of the building permit application and approved by the Code Enforcement Official.

A handwritten signature in black ink, appearing to read "Adam Krucz".

Building Inspector/Fire Marshal



## BUILDING PERMIT

No. RB20-000019

Issued 06/18/2020

**This permit authorizes the following construction activities at 3-5 Parker St:**

New residential townhouse construction - 5 Parker St, middle dwelling in three unit group

**Owner name & contact number**

3 Parker LLC -- (585) 232-2600

**Contractor Name & Contact Number**

-

**Design Professional Name & Contact Number**

Hanlon Architecture --

**Engineer Name & Contact Number**

-

**Permit Notes:**

- All construction must be compliant with NYS Uniform Fire Prevention and Building Code, State Energy Conservation Construction Code and the Code of the Village of Fairport.
- Building permits expire twelve (12) months after the date of issuance.
- Avoidable automatic fire alarms are a violation of Village Code and subject to a fine.
- Regardless of permit scope of work, the structure for which the permit is issued must be compliant with current smoke and carbon monoxide detection requirements.
- All work shall be performed in accordance with the construction documents submitted as part of the building permit application and approved by the Code Enforcement Official.

Building Inspector/Fire Marshal



## BUILDING PERMIT

No. RB20-000020

Issued 06/18/2020

**This permit authorizes the following construction activities at 3-5 Parker St:**

New residential townhouse dwelling construction - 7 Parker St, eastern most dwelling in three unit group

**Owner name & contact number**

3 Parker LLC – (585) 232-2600

**Contractor Name & Contact Number**

–

**Design Professional Name & Contact Number**

Hanlon Architecture – –

**Engineer Name & Contact Number**

–

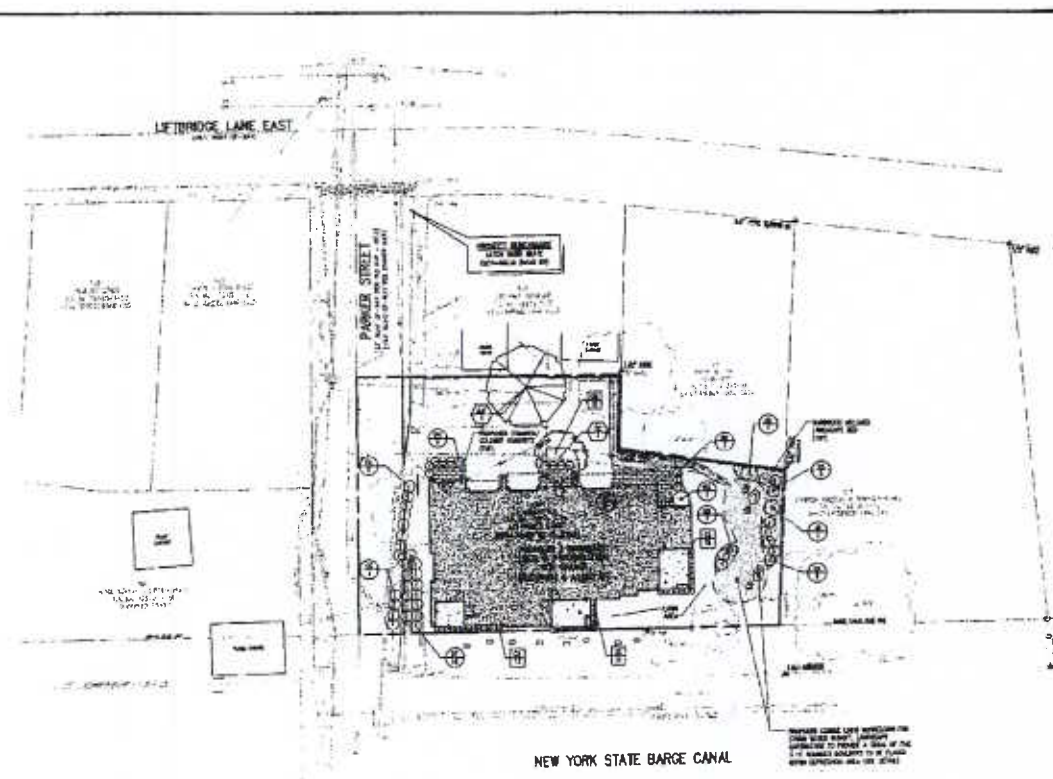
**Permit Notes:**

- All construction must be compliant with NYS Uniform Fire Prevention and Building Code, State Energy Conservation Construction Code and the Code of the Village of Fairport.
- Building permits expire twelve (12) months after the date of issuance.
- Avoidable automatic fire alarms are a violation of Village Code and subject to a fine.
- Regardless of permit scope of work, the structure for which the permit is issued must be compliant with current smoke and carbon monoxide detection requirements.
- All work shall be performed in accordance with the construction documents submitted as part of the building permit application and approved by the Code Enforcement Official.

A handwritten signature in black ink that reads "Adam Krucz".

Building Inspector/Fire Marshal

## Exhibit A-2 Landscape Plan



- LANDSCAPE NOTES**
- ALL PLANT SHALL BE PLANTED TO MEASURE DIMENSIONS AS NOTED IN THE LATEST EDITION OF THE AMERICAN HANDBOOK FOR ARBORICULTURE BY THE AMERICAN HANDBOOK OF CURRENT PRACTICES, AND NOT 1-1/2".
  - BY CONTRACTOR SHALL BE RESPONSIBLE FOR THE AND SAFETY GUARDRAILS.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING DIMENSIONS AND SET POINTS IN ALL TYPES OF CONSTRUCTION.
  - ALL TREES SHALL BE LOCATED A MINIMUM DISTANCE OF 10 FEET FROM THE PERMANENT USE OF IMPROVED VEHICLES TO THE PLANT WALL.
  - ALL TREES SHALL BE LOCATED A MINIMUM DISTANCE OF 10 FEET FROM THE PROPOSED USE OF VEHICLES SUBJECT TO THE PLANT WALL.
  - PLANTING AND TREES SHALL BE PLANTED BY MEANS OF TREE PLANT SPECIES IN THE PLANT WALL BY CONTRACTOR TO BE LOCATED PER ACTING PLANT MATERIAL REQUIREMENTS.
  - THESE TREES SHALL BE PLANTED WITH PLANTING HOLE TO BE 10".
  - PROPOSED ALL PLANTING AND TREES SHALL BE PLANTED WITH A MINIMUM OF 10 FEET FROM THE PERMANENT USE OF VEHICLES SUBJECT TO THE PLANT WALL. MINIMUM DISTANCE SHALL BE 10 FEET FROM THE PERMANENT USE OF VEHICLES SUBJECT TO THE PLANT WALL. MINIMUM DISTANCE SHALL BE 10 FEET FROM THE PERMANENT USE OF VEHICLES SUBJECT TO THE PLANT WALL.
  - PROPOSED ALL PLANTING AND TREES SHALL BE PLANTED WITH A MINIMUM OF 10 FEET FROM THE PERMANENT USE OF VEHICLES SUBJECT TO THE PLANT WALL. MINIMUM DISTANCE SHALL BE 10 FEET FROM THE PERMANENT USE OF VEHICLES SUBJECT TO THE PLANT WALL. MINIMUM DISTANCE SHALL BE 10 FEET FROM THE PERMANENT USE OF VEHICLES SUBJECT TO THE PLANT WALL.
  - ALL TREES SHALL BE PLANTED WITH PLANTING HOLE TO BE 10".
  - PROPOSED ALL PLANTING AND TREES SHALL BE PLANTED WITH A MINIMUM OF 10 FEET FROM THE PERMANENT USE OF VEHICLES SUBJECT TO THE PLANT WALL. MINIMUM DISTANCE SHALL BE 10 FEET FROM THE PERMANENT USE OF VEHICLES SUBJECT TO THE PLANT WALL. MINIMUM DISTANCE SHALL BE 10 FEET FROM THE PERMANENT USE OF VEHICLES SUBJECT TO THE PLANT WALL.

**SITE PLANT MATERIALS LIST**

SY	QTY	SYMBOL	SYMBOL NAME	COMMON NAME	SIZE	ROOT	COMMENTS
1	1	1	1	1	1	1	1
2	1	2	2	2	2	2	2
3	1	3	3	3	3	3	3
4	1	4	4	4	4	4	4
5	1	5	5	5	5	5	5
6	1	6	6	6	6	6	6
7	1	7	7	7	7	7	7
8	1	8	8	8	8	8	8
9	1	9	9	9	9	9	9
10	1	10	10	10	10	10	10
11	1	11	11	11	11	11	11
12	1	12	12	12	12	12	12
13	1	13	13	13	13	13	13
14	1	14	14	14	14	14	14
15	1	15	15	15	15	15	15
16	1	16	16	16	16	16	16
17	1	17	17	17	17	17	17
18	1	18	18	18	18	18	18
19	1	19	19	19	19	19	19
20	1	20	20	20	20	20	20



SEE ENCL. DRAWING #8841-08 FOR LANDSCAPE DETAILS

**APPROVALS**

BY: [Signature] DATE: 5/1/2010

BY: [Signature] DATE: 5/1/2010

BY: [Signature] DATE: 5/1/2010

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NO.	DATE	DESCRIPTION	BY	CHKD.
1	5/1/2010	ISSUED FOR PERMIT	J. BROWN	J. BROWN
2	5/1/2010	ISSUED FOR PERMIT	J. BROWN	J. BROWN
3	5/1/2010	ISSUED FOR PERMIT	J. BROWN	J. BROWN

**ASSOCIATES**

LANDSCAPE ARCHITECTS

100 PARKER STREET  
NEW YORK, NY 10014  
TEL: 212-512-1000  
WWW.ASSOCIATESLANDSCAPE.COM



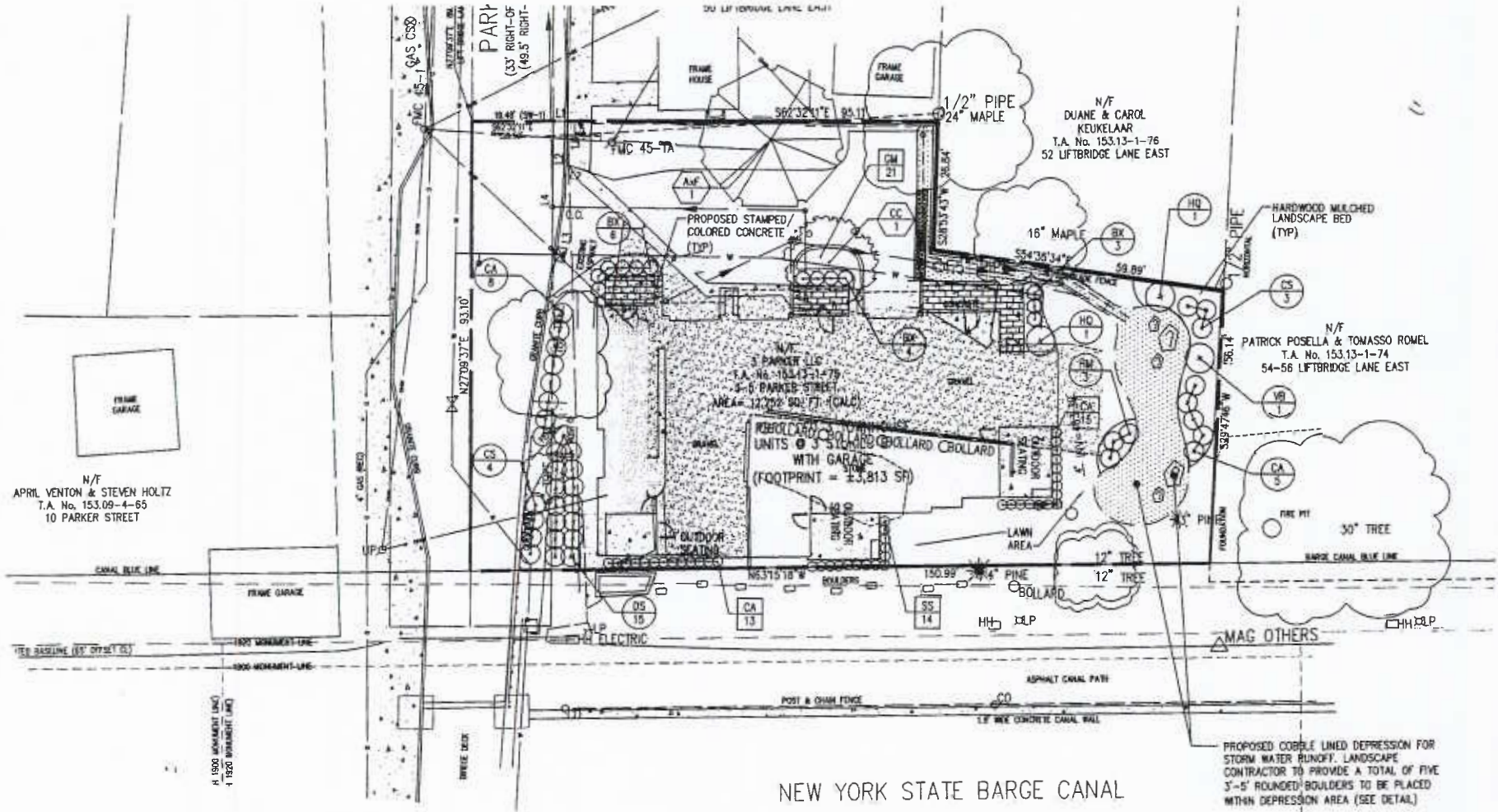
**3 PARKER STREET**

LANDSCAPE PLAN

2561









06

ASSOCIATES LANDSCAPE ARCHITECTS



NEW YORK STATE BARGE CANAL

LEGEND

-  BOUNDARY LINE
-  PROPOSED LOT LINE
-  CENTERLINE
-  SETBACK LINE
-  EXISTING EASEMENT LINE
-  PROPOSED EASEMENT LINE
-  PROPERTY MARKER FOUND
-  CONCRETE HIGHWAY MONUMENT FOUND

3 PARKER STREET  
LANDSCAPE PLAN

**BME** ASSOCIATES

ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS

PROJECT NO.: 2661

## SITE PLANT MATERIALS LIST

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	COMMENTS
TREES						
1	AxF	<i>Acer x freemanii</i> 'Celebration'	Celebration Maple	2 1/2" CAL	B&B	
1	CC	<i>Cercis Canadensis</i>	Eastern Red Bud	8-10'	B&B	multi-stem
SHRUBS						
13	BX	<i>Buxus x 'Green Velvet'</i>	Green Velvet Boxwood	18"	B&B	or cont
13	CA	<i>Clethra alnifolia</i> 'Pink Spires'	Pink Spires Summersweet	18"	B&B	or cont
7	CS	<i>Cornus sericea</i> 'Arctic Fire'	Arctic Fire Red Twig Dogwood	18"	B&B	or cont
15	DS	<i>Diervilla sessifolia</i>	Southern Bush Honeysuckle	18"	cont	
3	HM	<i>Hydrangea macrophylla</i> 'All Summer Beauty'	All Summer Beauty Hydrangea	18"	cont	
2	HQ	<i>Hydrangea quercifolia</i> 'Snow Queen'	Snow Queen Oakleaf Hydrangea	36"	B&B	or cont
1	VB	<i>Viburnum x burkwodii</i>	Burkwood Viburnum	36"	B&B	or cont
PERENNIALS/GRASSES						
28	CA	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass	#1	cont.	
24	GM	<i>Gernium macrorrhizum</i> 'Bevan's Variety'	Bevan's Variety Bigroot Cranesbill	1 qt	cont.	spacing @ 18"
14	SS	<i>Schizachyrium scoparium</i> 'The Blues'	The Blues Little Bluegrass	#1	cont.	

3 PARKER STREET  
PLANT MATERIAL LIST



LANDSCAPE NOTES:

1. ALL PLANTS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS AS NOTED IN THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION, ANSI Z60.1-2004.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN QUANTITY TAKEOFFS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION.
4. ALL TREES SHALL BE LOCATED A MINIMUM DISTANCE OF FIVE FEET (5') FROM THE HORIZONTAL LINE OF UNDERGROUND UTILITIES TO THE PLANT BALL.
5. ALL TREES SHALL BE LOCATED A MINIMUM DISTANCE OF TEN FEET (10') FROM THE HORIZONTAL LINE OF OVERHEAD UTILITIES TO THE PLANT BALL.
6. PLANTING SOIL MIXTURE SHALL HAVE A RATIO BY VOLUME OF FOUR PARTS TOPSOIL TO ONE PART PEAT. SOIL AMENDMENTS TO BE MODIFIED PER INDIVIDUAL PLANT MATERIAL REQUIREMENTS.
7. STAKE TREES IMMEDIATELY AFTER PLANTING. REFER TO DETAIL.
8. PROVIDE ALL PLANTING BEDS AROUND THE BUILDING WITH A CONTINUOUS 3" LAYER OF STONE MULCH. MULCH SHALL BE PROVIDED AS FOLLOWS: 1"-3" COBBLESTONE MULCH, UNIFORMLY MIXED, WASHED AND FREE FROM DELETERIOUS MATERIAL. STONE MULCH AREAS TO BE PROVIDED A 6" ALUMINUM EDGING ALONG THE PROPOSED PLANTING BED - LAWN AREA INTERFACE.

PROVIDE ALL OTHER PLANTING BEDS ON THE SITE WITH A CONTINUOUS 3" LAYER OF 100 % SHREDDED HARDWOOD MULCH, NO GREATER THAN 1" IN SIZE, UNIFORMLY MIXED AND FREE FROM DELETERIOUS MATERIAL.

9. SEED ALL AREAS NOT PAVED, PLANTED OR SPECIFIED OTHERWISE WITH LAWN SEED.

A. LAWN SEED MIXTURE SHALL BE PROVIDED AS FOLLOWS:

	% BY WEIGHT	% BY PURITY	% GERM
'REPELL', 'CITATION' & 'MORNING STAR' PERENNIAL RYE GRASS	40	85	85
'JAMESTOWN II', 'FORTRESS', 'ENSYLVA' RED FESCUE	20	97	80
'BARON' & 'MIDNIGHT' KENTUCKY BLUEGRASS	40	85	80

SEEDING RATE: 6.0 LBS PER 1,000 SF.

MULCH: STRAW AT TWO TONS PER ACRE, OR WOOD FIBER MULCH  
USED WITH A HYDROSEEDING APPLICATION METHOD, WITH TACKIFIER.

STARTING FERTILIZER: 5:10:10 AT 20 LBS PER 1,000 SF.

PLEASE REFER TO BME DRAWING # 2661-05 / CONSTRUCTION EROSION CONTROL PLAN FOR FURTHER SEEDING REQUIREMENTS IE.: TEMPORARY SEEDING AND SPECIALIZED SEED MIXES.

10. PROPOSED PLANT MATERIALS SHALL BE FIELD LOCATED, AND THE CONTRACTOR SHALL PERFORM A ROUGH STAKEOUT OF PLANTINGS FOR REVIEW AND APPROVAL BY OWNER PRIOR TO PLANTING.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CARE AND MAINTENANCE OF PLANT MATERIALS AND SEEDED AREAS UNTIL FINAL ACCEPTANCE.
12. A MINIMUM ONE (1) YEAR GUARANTEE SHALL BE PROVIDED ON ALL PLANT MATERIALS FROM DATE OF FINAL ACCEPTANCE.

## 3 PARKER STREET LANDSCAPE NOTES

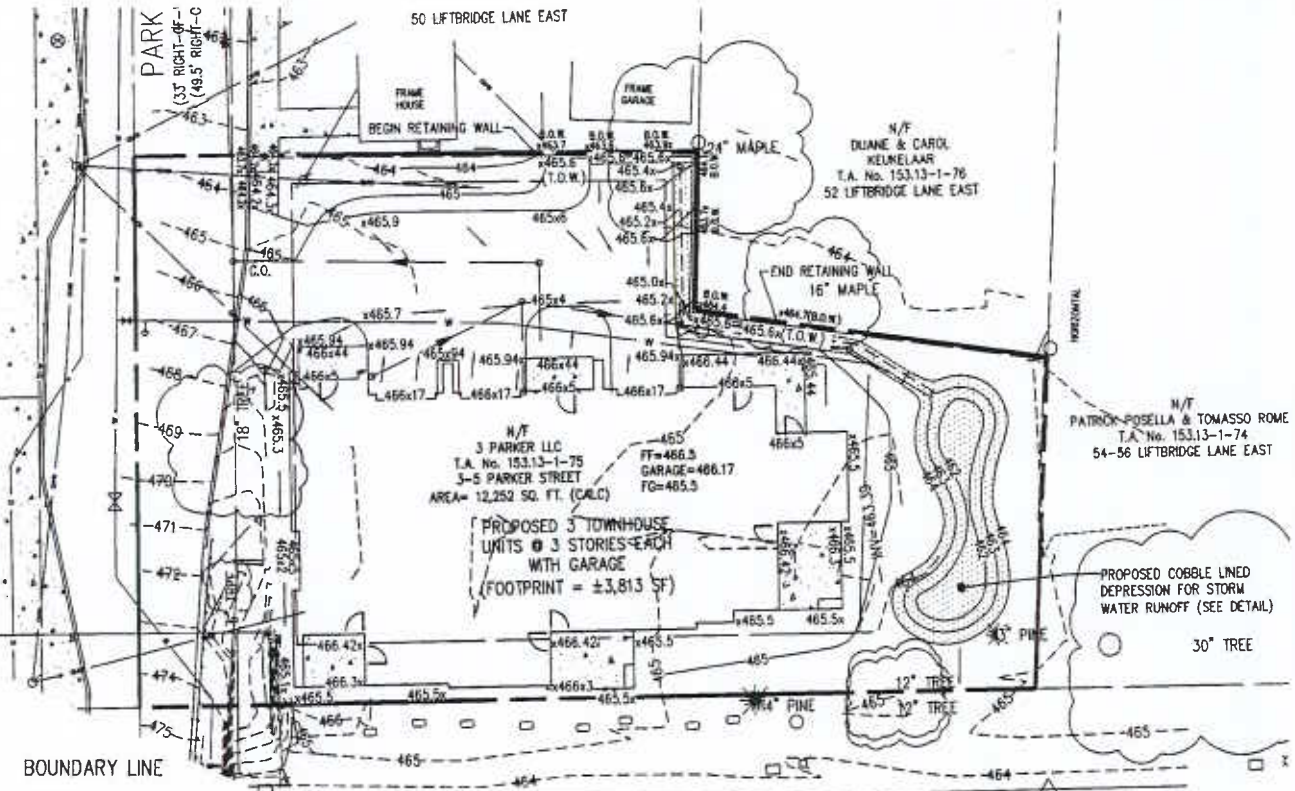
**BME ASSOCIATES**  
LANDSCAPE • SURVEYING • LANDSCAPE ARCHITECTURE

12375 BELLEVUE AVENUE SUITE 1000 BELLEVUE, WA 98005  
PH: 206.465.1100 FAX: 206.465.1101  
WWW.BMEASSOCIATES.COM

PROJECT NO.: 2661

## Exhibit A-3 Grading Plan

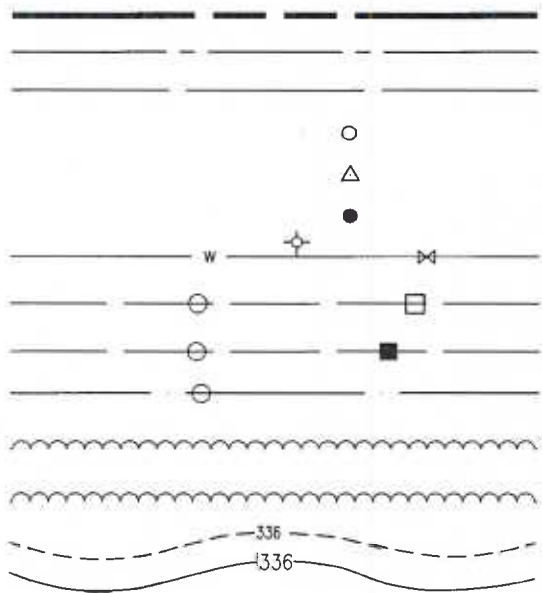




N/F  
APRIL VENTON & STEVEN HOLTZ  
T.A. No. 153.09-4-65  
10 PARKER STREET

**NOTE:**  
CONTRACTOR TO EXPOSE,  
PROTECT AND MAINTAIN  
EXISTING RETAINING WALL  
DURING DEMOLITION OF THE  
EXISTING HOME. OWNER'S  
GEOTECHNICAL ENGINEER TO  
VERIFY THE CONDITION OF  
THE EXISTING RETAINING  
WALL AND DETERMINE IF  
UPGRADES OR REPLACEMENT  
IS NECESSARY PRIOR TO  
COMMENCING WORK ON THE  
NEW PROPOSED STRUCTURE.

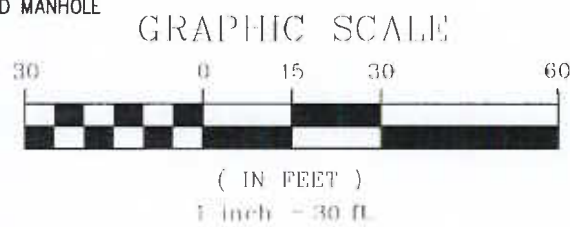
**LEGEND**



336x5  
FG = 338.0

- BOUNDARY LINE
- CENTERLINE
- SETBACK LINE
- PROPERTY MARKER FOUND
- CONCRETE HIGHWAY MONUMENT FOUND
- WOOD FENCE POST FOUND
- EX. WATERMAIN, HYDRANT AND VALVE
- EXISTING STORM SEWER, AND MANHOLE
- PROPOSED STORM SEWER, MANHOLE AND INLET
- EXISTING SANITARY SEWER AND MANHOLE
- EXISTING TREELINE
- PROPOSED TREE LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED FINISHED GRADE

NEW YORK STATE BARGE CANAL



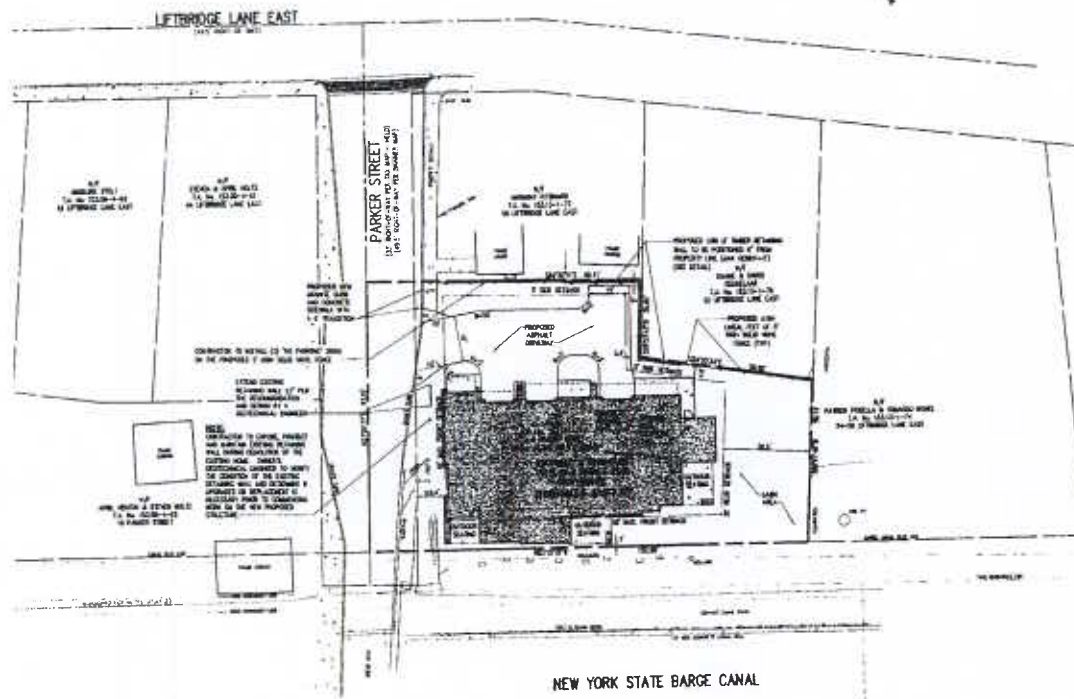
3 PARKER STREET  
GRADING PLAN

GRADING NOTES:

1. THE CONTRACTOR SHALL LOCATE, MARK, SAFEGUARD, AND PRESERVE ALL SURVEY CONTROL MONUMENTS AND RIGHT-OF-WAY MONUMENTS IN THE AREAS OF CONSTRUCTION. FOR DESCRIPTIVE AND SURVEY DATA ON THE CONTROL MONUMENTS, CALL THE MONROE COUNTY GEODETIC SURVEY OFFICE.
2. THE DEVELOPER'S AND CONTRACTOR'S ATTENTION IS DIRECTED TO LOCAL LAW NO. 6 OF 1971 REGARDING LIABILITY INCURRED THROUGH DISTURBANCE OR DESTRUCTION OF GEODETIC SURVEY MONUMENTS.
3. EXISTING UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM FIELD LOCATIONS AND/OR UTILITY COMPANY RECORD PLANS. A MINIMUM OF 48 HOURS PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL CALL THE UFPO HOTLINE AT 1-800-962-7962 FOR STAKE-OUT OF EXISTING UTILITIES.
4. THE CONTRACTOR SHALL CONTROL DUST AS DIRECTED BY THE VILLAGE OF FAIRPORT.
5. FILL MATERIAL PLACED IN THE PAVEMENT AREAS SHALL BE SELECT MATERIAL AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D-1557) OR AS SPECIFIED BY THE GEOTECHNICAL ENGINEER.
6. ALL DISTURBED AREAS TO BE RECLAIMED WITH A MINIMUM OF 6" TOPSOIL
7. THE HORIZONTAL DATUM SHOWN HEREON IS REFERENCED TO THE NEW YORK STATE PLAN COORDINATE SYSTEM (NAD '83), WESTERN ZONE. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
8. ANY WORK ASSOCIATED WITH THE EXISTING RETAINING WALL WHICH EXTENDS INTO THE NYS BARGE CANAL RIGHT-OF-WAY WILL REQUIRE COORDINATION WITH THE NYS BARGE CANAL CORP.

3 PARKER STREET  
GRADING NOTES

## Exhibit A-4 Site Plan



**Warning:**  
 This drawing is to be used only for the project and site shown on the drawing. It is not to be used for any other purpose. The user of this drawing assumes all liability for any errors or omissions. The user of this drawing also assumes all liability for any damages or losses resulting from the use of this drawing.

NO.	DATE	BY	REVISION
1	1/15/20	JK	ISSUED FOR PERMITTING
2	1/15/20	JK	ISSUED FOR PERMITTING
3	1/15/20	JK	ISSUED FOR PERMITTING
4	1/15/20	JK	ISSUED FOR PERMITTING

**ASSOCIATES**  
 ENGINEERS • ARCHITECTS • LANDSCAPE ARCHITECTS  
 100 PARKER STREET  
 TARRYTOWN, NY 10591  
 TEL: 914.335.1100  
 WWW.BAYNEASSOCIATES.COM



**NOTES**

- EXISTING ZONING: C-3 COMM. DISTRICT; TOWN OF TARRYTOWN; VILLAGE OF TARRYTOWN.
- EXISTING ZONING: C-3 COMM. DISTRICT; TOWN OF TARRYTOWN; VILLAGE OF TARRYTOWN.
- PROPOSED USE: RESIDENTIAL (2.5 UNITS).
- AVAILABLE DEVELOPMENT STANDARDS ARE AS FOLLOWS:  

NO.	ITEM	REQUIRED	PROPOSED
1	MIN. LOT AREA FOR PROPOSED USE	2,500 SQ. FT.	2,500 SQ. FT.
2	MIN. FRONT SETBACK	10 FT.	10 FT.
3	MIN. SIDE SETBACK	5 FT.	5 FT.
4	MIN. REAR SETBACK	5 FT.	5 FT.
5	MIN. FRONT YARD SETBACK	5 FT.	5 FT.
6	MIN. REAR YARD SETBACK	5 FT.	5 FT.
7	MIN. SIDE YARD SETBACK	5 FT.	5 FT.
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97	MIN. SIDE YARD SETBACK	5 FT.	5 FT.
98	MIN. FRONT YARD SETBACK	5 FT.	5 FT.
99	MIN. REAR YARD SETBACK	5 FT.	5 FT.
100	MIN. SIDE YARD SETBACK	5 FT.	5 FT.



**LEGEND**

SYMBOL	DESCRIPTION
(Symbol)	PROPERTY LINE
(Symbol)	PROPOSED LOT LINE
(Symbol)	EXISTING LOT LINE
(Symbol)	EXISTING EASEMENT LINE
(Symbol)	PROPOSED EASEMENT LINE
(Symbol)	PROPOSED DRIVE DRIVE
(Symbol)	EXISTING DRIVE DRIVE
(Symbol)	PROPOSED DRIVE DRIVE

**APPROVALS**

[Signature] DATE: 1/15/20  
 [Signature] DATE: 1/15/20  
 [Signature] DATE: 1/15/20  
 [Signature] DATE: 1/15/20

**3 PARKER STREET**  
 VILLAGE OF TARRYTOWN, NEW YORK  
 PROJECT NO. 2019-001  
 PREPARED BY: [Name]  
 DATE: 1/15/20

**SITE PLAN**

PROJECT NUMBER: 2019-001  
 PROJECT ADDRESS: 3 PARKER STREET  
 TARRYTOWN, NY 10591  
 PROJECT NO.: 2019-001  
 DATE: 1/15/20  
 SHEET NO.: 2661  
 TOTAL SHEETS: 01

N/F  
ANGELINE STOLT  
T.A. No. 153.09-4-63  
42 LIFTBRIDGE LANE EAST

N/F  
STEVEN & APRIL HOLTZ  
T.A. No. 153.09-4-61  
44 LIFTBRIDGE LANE EAST

N/F  
ANTHONY PITTINARO  
T.A. No. 153.13-1-77  
50 LIFTBRIDGE LANE EAST

N/F  
DUANE & CAROL  
KEIMELAAR  
T.A. No. 153.13-1-76  
52 LIFTBRIDGE LANE EAST

N/F  
PATRICK POSELLA & TOMASSO ROMEL  
T.A. No. 153.13-1-74  
54-56 LIFTBRIDGE LANE EAST

N/F  
APRIL VENTON & STEVEN HOLTZ  
T.A. No. 153.09-4-65  
10 PARKER STREET

PARKER STREET  
(33' RIGHT-OF-WAY PER TAX MAP - HELD)  
(49.5' RIGHT-OF-WAY PER SKINNER MAP)

PROPOSED NEW GRANITE CURB AND CONCRETE SIDEWALK WITH A 6' TRANSITION

CONTRACTOR TO INSTALL (2) "NO PARKING" SIGNS ON THE PROPOSED 5' HIGH SOLID VINYL FENCE

EXTEND EXISTING RETAINING WALL ±7' PER THE RECOMMENDATION AND DESIGN BY A GEOTECHNICAL ENGINEER

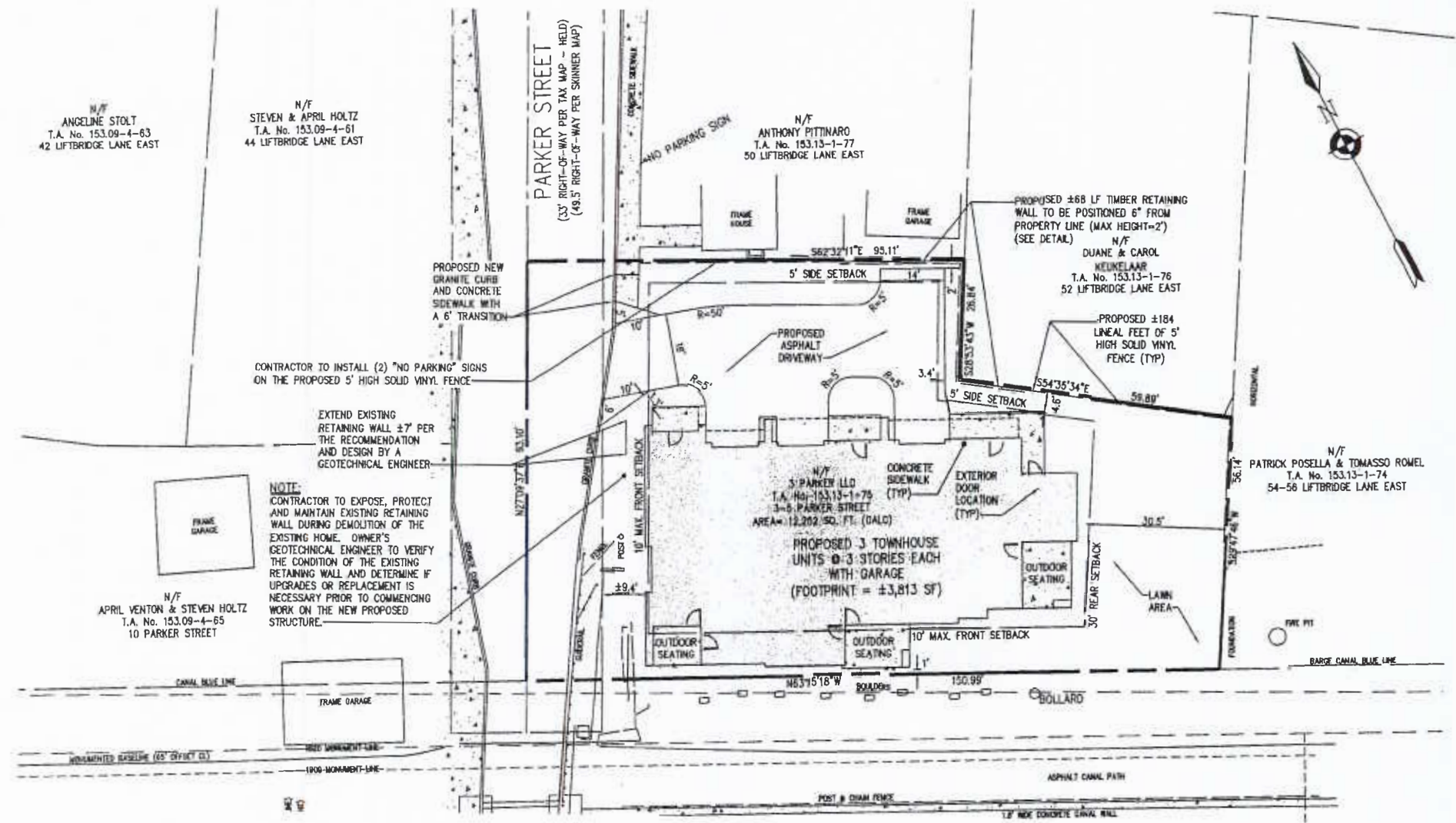
**NOTE:**  
CONTRACTOR TO EXPOSE, PROTECT AND MAINTAIN EXISTING RETAINING WALL DURING DEMOLITION OF THE EXISTING HOME. OWNER'S GEOTECHNICAL ENGINEER TO VERIFY THE CONDITION OF THE EXISTING RETAINING WALL AND DETERMINE IF UPGRADES OR REPLACEMENT IS NECESSARY PRIOR TO COMMENCING WORK ON THE NEW PROPOSED STRUCTURE.

N/F  
S' PARKER LLD  
T.A. No. 153.13-1-75  
3-5 PARKER STREET  
AREA = 12,202 SQ. FT. (DALO)

PROPOSED 3 TOWNHOUSE UNITS - 3 STORIES EACH WITH GARAGE  
(FOOTPRINT = ±3,813 SF)

PROPOSED ±68 LF TIMBER RETAINING WALL TO BE POSITIONED 6" FROM PROPERTY LINE (MAX HEIGHT=2') (SEE DETAIL)

PROPOSED ±184 LINEAL FEET OF 5' HIGH SOLID VINYL FENCE (TYP)



**LEGEND**

- BOUNDARY LINE
- PROPOSED LOT LINE
- CENTERLINE
- SETBACK LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PROPERTY MARKER FOUND
- CONCRETE HIGHWAY MONUMENT FOUND

NEW YORK STATE BARGE CANAL

3 PARKER STREET  
SITE PLAN

**BME ASSOCIATES**  
INCORPORATED  
14 LIFT BRIDGE LANE WEST  
PALISADES, NY 10964  
PHONE: 845-271-7200  
FAX: 845-271-7200  
WWW.BME.COM  
PROJECT NO.: 2661



SITE NOTES:

- 1. EXISTING ZONING: C-D CANAL DISTRICT  
DESIGN OVERLAY DISTRICT
- 2. TOTAL PROPERTY AREA: ± 10,718 SF (±0.25 ACRES) (TO ROW)  
± 12,252 SF (±0.28 ACRES) (TO  $\text{\textcircled{C}}$ )
- 3. PROPOSED USE: RESIDENTIAL (3 UNIT)
- 4. APPLICABLE DEVELOPMENT STANDARDS ARE AS FOLLOWS:

	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA PER DWELLING UNIT	3,500 SF	3,572 SF	3,572 SF
LOT COVERAGE: (0.25- 0.50 ACRES)			
BUILDING COVERAGE (MAX)	80%	±24%	±36%
PARKING/ LANE COVERAGE (MAX)	10%	±28%	±18%*
GREEN/ OPEN SPACE (MIN)	20%	±45%	±39%
BUILDING HEIGHT			
MINIMUM	24'	±XX'	36'
MAXIMUM	45'		

<u>SETBACKS</u>	REQUIRED	EXISTING	PROPOSED
MIN FRONT SETBACK	0'	5.2' (PARKER ST) 15.36' (ERIE CANAL)	9.4' (PARKER ST.) 1' (ERIE CANAL)
MAX FRONT SETBACK	10'		
MIN SIDE SETBACK	0'	0'	5'
MAX SIDE SETBACK	10'		
MIN REAR SETBACK	30'	±2.2'	30.5'

<u>PARKING REQUIREMENTS</u>	2 SPACES PER UNIT	2 SPACES PER UNIT PLUS 1 VISITOR SPACE
-----------------------------	-------------------	--

\*A VARIANCE WAS GRANTED BY THE ZBA ON NOVEMBER 25, 2019 TO ALLOW PARKING/LANE COVERAGE OF 18%.

- 5. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE MOST RECENT STANDARDS AND SPECIFICATIONS OF THE VILLAGE OF FAIRPORT AND THE APPROPRIATE MONROE COUNTY AND NEW YORK STATE AGENCIES, UNLESS OTHERWISE NOTED.
- 6. THE CONTRACTOR SHALL LOCATE, MARK, SAFEGUARD AND PRESERVE ALL SURVEY CONTROL MONUMENTS. FOR DESCRIPTIVE AND SURVEY DATA ON THE CONTROL MONUMENTS, CALL THE MONROE COUNTY SURVEY OFFICE.
- 7. THE DEVELOPER'S AND CONTRACTOR'S ATTENTION IS DIRECTED TO LOCAL LAW NO. 6 OF 1971 REGARDING LIABILITY INCURRED THROUGH DISTURBANCES OR DESTRUCTION OF GEODETIC SURVEY MONUMENTS.
- 8. HIGHWAY DRAINAGE ALONG PARKER STREET TO BE MAINTAINED.
- 9. BOUNDARY INFORMATION TAKEN FROM SURVEY MAP PREPARED BY BME ASSOCIATES.
- 10. SEE ARCHITECTURAL RENDERINGS FOR EXACT BUILDING DIMENSIONS.
- 11. CONTRACTOR TO MAINTAIN ACCESS TO EXISTING RESIDENTIAL BUSINESSES AND ERIC CANAL TRAIL AS NECESSARY DURING CONSTRUCTION.
- 12. REVIEW OF THE FEMA MAPS INDICATES THIS PROPERTY TO NOT FALL WITHIN A RECOGNIZED 100-YEAR FLOODPLAIN PER THE FLOOD INSURANCE RATE MAP, VILLAGE OF FAIRPORT, NEW YORK, PANEL 337 OF 528 COMMUNITY-PANEL NUMBER 36055C0377G DATE OF AUGUST 28, 2008.
- 13. THERE ARE NO FEDERAL OR STATE WETLANDS MAPPED ON SITE.
- 14. THE HORIZONTAL DATUM SHOWN HEREON IS REFERENCED TO THE NEW YORK STATE PLAN COORDINATE SYSTEM (NAD '83), WESTERN ZONE. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
- 15. NO PARKING SHALL BE PERMITTED ON ALONG PARKER STREET.

3 PARKER STREET  
SITE NOTES



LANDSCAPE ARCHITECTS • ENGINEERS • SURVEYORS • ARCHITECTS

100 WEST STREET, SUITE 200, FAIRPORT, NY 11731  
609.333.1111

PROJECT NO.: 2661

## Exhibit A-5 Aerial Neighborhood Plan



N/F  
ANGELINE STOLT  
T.A. No. 153.09-4-63  
42 LIFTBRIDGE LANE EAST

N/F  
STEVEN & APRIL HOLTZ  
T.A. No. 153.09-4-61  
44 LIFTBRIDGE LANE EAST

PARKER STREET  
(33' RIGHT-OF-WAY PER TAX MAP - HELD)  
(49.5' RIGHT-OF-WAY PER SKINNER MAP)

N/F  
ANTHONY PITTINARO  
T.A. No. 153.13-1-77  
50 LIFTBRIDGE LANE EAST

PROPOSED ±68 LF TIMBER RETAINING WALL TO BE POSITIONED 6" FROM PROPERTY LINE (MAX HEIGHT=2') (SEE DETAIL)  
N/F  
DUANE & CAROL KEUKELAAR  
T.A. No. 153.13-1-76  
52 LIFTBRIDGE LANE EAST

N/F  
PATRICK POSELLA & TOMASSO ROMEL  
T.A. No. 153.13-1-74  
54-56 LIFTBRIDGE LANE EAST

N/F  
APRIL VENTON & STEVEN HOLTZ  
T.A. No. 153.09-4-65  
10 PARKER STREET

**NOTE:**  
CONTRACTOR TO EXPOSE, PROTECT AND MAINTAIN EXISTING RETAINING WALL DURING DEMOLITION OF THE EXISTING HOME. OWNER'S GEOTECHNICAL ENGINEER TO VERIFY THE CONDITION OF THE EXISTING RETAINING WALL AND DETERMINE IF UPGRADES OR REPLACEMENT IS NECESSARY PRIOR TO COMMENCING WORK ON THE NEW PROPOSED STRUCTURE.

CONTRACTOR TO INSTALL (2) "NO PARKING" SIGNS ON THE PROPOSED 5' HIGH SOLID VINYL FENCE.









EXTEND EXISTING RETAINING WALL ±7' PER THE RECOMMENDATION AND DESIGN BY A GEOTECHNICAL ENGINEER

PROPOSED NEW GRANITE CURB AND CONCRETE SIDEWALK WITH A 6' TRANSITION

N/F  
3 PARKER LLC  
T.A. No. 153.13-1-75  
3-5 PARKER STREET  
AREA = 12,252 SQ. FT. (CALC)

PROPOSED 3 TOWNHOUSE UNITS @ 3 STORIES EACH WITH GARAGE  
(FOOTPRINT = ±3,813 SF)

**LEGEND**

-  BOUNDARY LINE
-  PROPOSED LOT LINE
-  CENTERLINE
-  SETBACK LINE
-  EXISTING EASEMENT LINE
-  PROPOSED EASEMENT LINE
-  PROPERTY MARKER FOUND
-  CONCRETE HIGHWAY MONUMENT FOUND

NEW YORK STATE BARGE CANAL

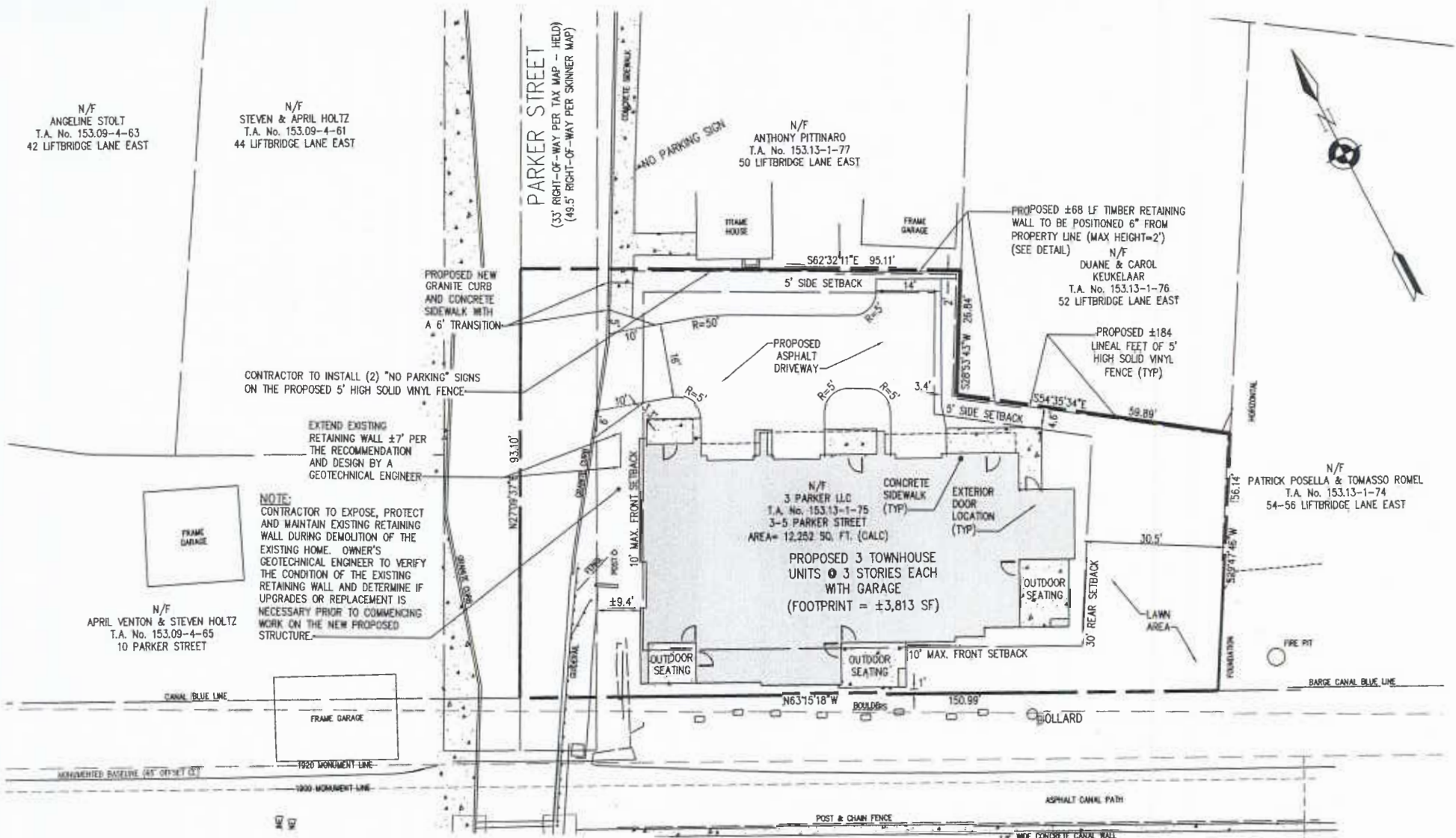
3 PARKER STREET  
SITE PLAN

BME ASSOCIATES

ENGINEER - LANDSCAPE ARCHITECT

2011 01 20 10:00 AM

PROJECT NO.: 2661



SITE NOTES:

1. EXISTING ZONING: C-D CANAL DISTRICT  
DESIGN OVERLAY DISTRICT
2. TOTAL PROPERTY AREA: ± 10,718 SF (±0.25 ACRES) (TO ROW)  
± 12,252 SF (±0.28 ACRES) (TO  $\text{CL}$ )
3. PROPOSED USE: RESIDENTIAL (3 UNIT)
4. APPLICABLE DEVELOPMENT STANDARDS ARE AS FOLLOWS:

	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA PER DWELLING UNIT	3,500 SF	3,572 SF	3,572 SF
LOT COVERAGE: (0.25- 0.50 ACRES)			
BUILDING COVERAGE (MAX)	80%	±24%	±36%
PARKING/ LANE COVERAGE (MAX)	10%	±28%	±18%*
GREEN/ OPEN SPACE (MIN)	20%	±45%	±39%
BUILDING HEIGHT			
MINIMUM	24'	±XX'	36'
MAXIMUM	45'		

<u>SETBACKS</u>	REQUIRED	EXISTING	PROPOSED
MIN FRONT SETBACK	0'	5.2' (PARKER ST) 15.36 (ERIE CANAL)	9.4' (PARKER ST.) 1' (ERIE CANAL)
MAX FRONT SETBACK	10'		
MIN SIDE SETBACK	0'	0'	5'
MAX SIDE SETBACK	10'		
MIN REAR SETBACK	30'	±2.2'	30.5'

<u>PARKING REQUIREMENTS</u>	REQUIRED	PROPOSED
	2 SPACES PER UNIT	2 SPACES PER UNIT PLUS 1 VISITOR SPACE

\*A VARIANCE WAS GRANTED BY THE ZBA ON NOVEMBER 25, 2019 TO ALLOW PARKING/LANE COVERAGE OF 18%.

5. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE MOST RECENT STANDARDS AND SPECIFICATIONS OF THE VILLAGE OF FAIRPORT AND THE APPROPRIATE MONROE COUNTY AND NEW YORK STATE AGENCIES, UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR SHALL LOCATE, MARK, SAFEGUARD AND PRESERVE ALL SURVEY CONTROL MONUMENTS. FOR DESCRIPTIVE AND SURVEY DATA ON THE CONTROL MONUMENTS, CALL THE MONROE COUNTY SURVEY OFFICE.
7. THE DEVELOPER'S AND CONTRACTOR'S ATTENTION IS DIRECTED TO LOCAL LAW NO. 6 OF 1971 REGARDING LIABILITY INCURRED THROUGH DISTURBANCES OR DESTRUCTION OF GEODETIC SURVEY MONUMENTS.
8. HIGHWAY DRAINAGE ALONG PARKER STREET TO BE MAINTAINED.
9. BOUNDARY INFORMATION TAKEN FROM SURVEY MAP PREPARED BY BME ASSOCIATES.
10. SEE ARCHITECTURAL RENDERINGS FOR EXACT BUILDING DIMENSIONS.
11. CONTRACTOR TO MAINTAIN ACCESS TO EXISTING RESIDENTIAL BUSINESSES AND ERIC CANAL TRAIL AS NECESSARY DURING CONSTRUCTION.
12. REVIEW OF THE FEMA MAPS INDICATES THIS PROPERTY TO NOT FALL WITHIN A RECOGNIZED 100-YEAR FLOODPLAIN PER THE FLOOD INSURANCE RATE MAP, VILLAGE OF FAIRPORT, NEW YORK, PANEL 337 OF 528 COMMUNITY-PANEL NUMBER 36055C0377G DATE OF AUGUST 28, 2008.
13. THERE ARE NO FEDERAL OR STATE WETLANDS MAPPED ON SITE.
14. THE HORIZONTAL DATUM SHOWN HEREON IS REFERENCED TO THE NEW YORK STATE PLAN COORDINATE SYSTEM (NAD '83), WESTERN ZONE. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
15. NO PARKING SHALL BE PERMITTED ON ALONG PARKER STREET.

3 PARKER STREET  
SITE NOTES



PROJECT NO.: 2661



**HNL**  
HANKIN ARCHITECTS

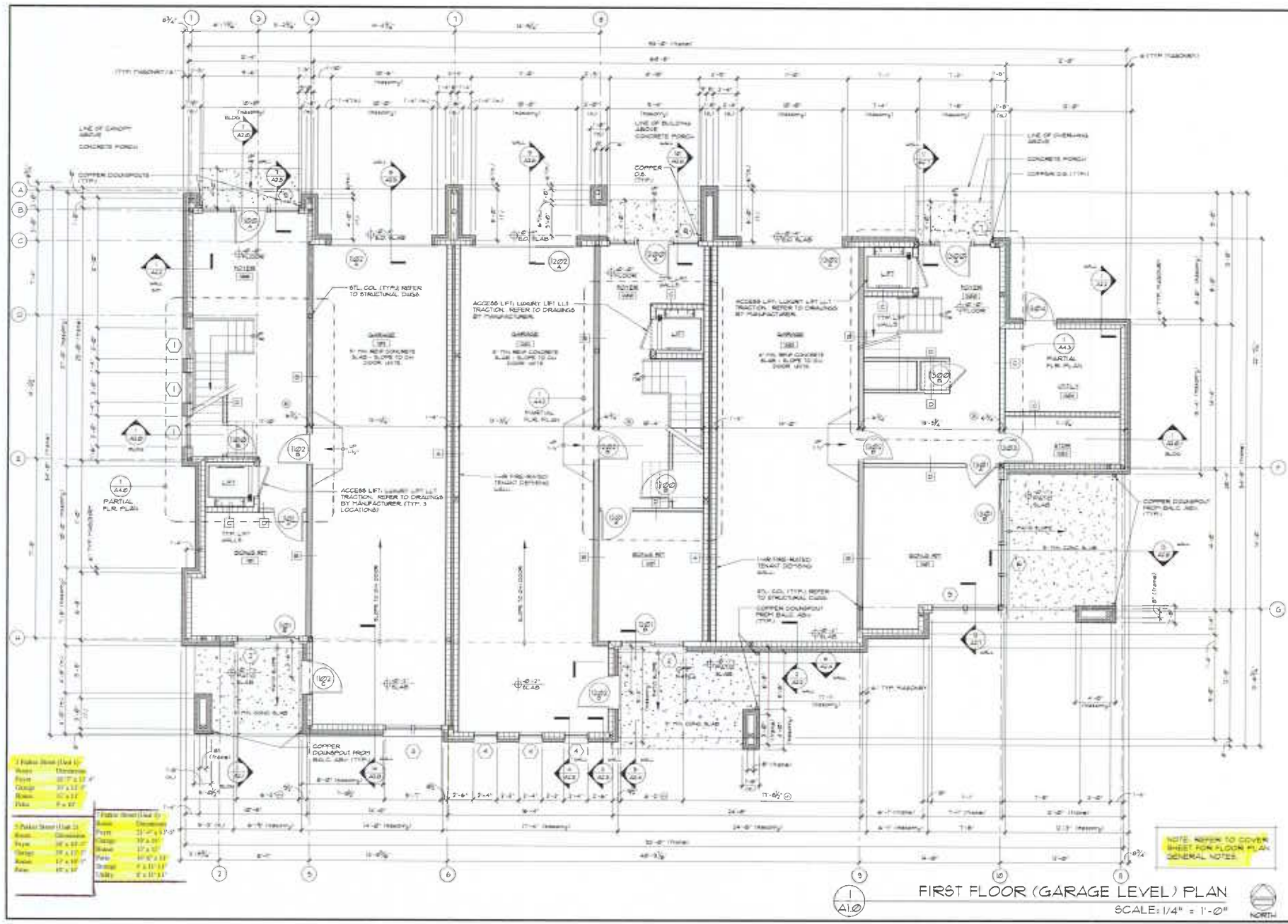
**RIEDMAN PARKER STREET**

3 Parker Street  
Fairport, New York

REVISED:  
REVISIONS 1 PERM  
EXPERIENCE  
BASED FOR CONSTRUCTION

ISSUED FOR PERMIT  
DATE: 5-6-20  
FIRST FLOOR  
PLAN

DRAWING TITLE:  
**A1.0**  
SHEET NO.  
PROJECT NO. 9-23



1 Parker Street (Level 1)	Area:	10,777 sq ft
	Perim:	337' x 137'
	Volume:	62,414 cu ft
	Area:	6 x 67'

2 Parker Street (Level 2)	Area:	11,274 sq ft
	Perim:	342' x 137'
	Volume:	67,414 cu ft
	Area:	17 x 137'
	Volume:	2,311 cu ft
	Area:	6 x 137'

NOTE: REFER TO COVER SHEET FOR FLOOR PLAN GENERAL NOTES

**FIRST FLOOR (GARAGE LEVEL) PLAN**  
SCALE: 1/4" = 1'-0"





**HANSEN ARCHITECTS**  
 100 WEST 10TH STREET  
 FAIRPORT, NY 11731  
 TEL: 609.399.1100  
 WWW.HANSENARCHITECTS.COM

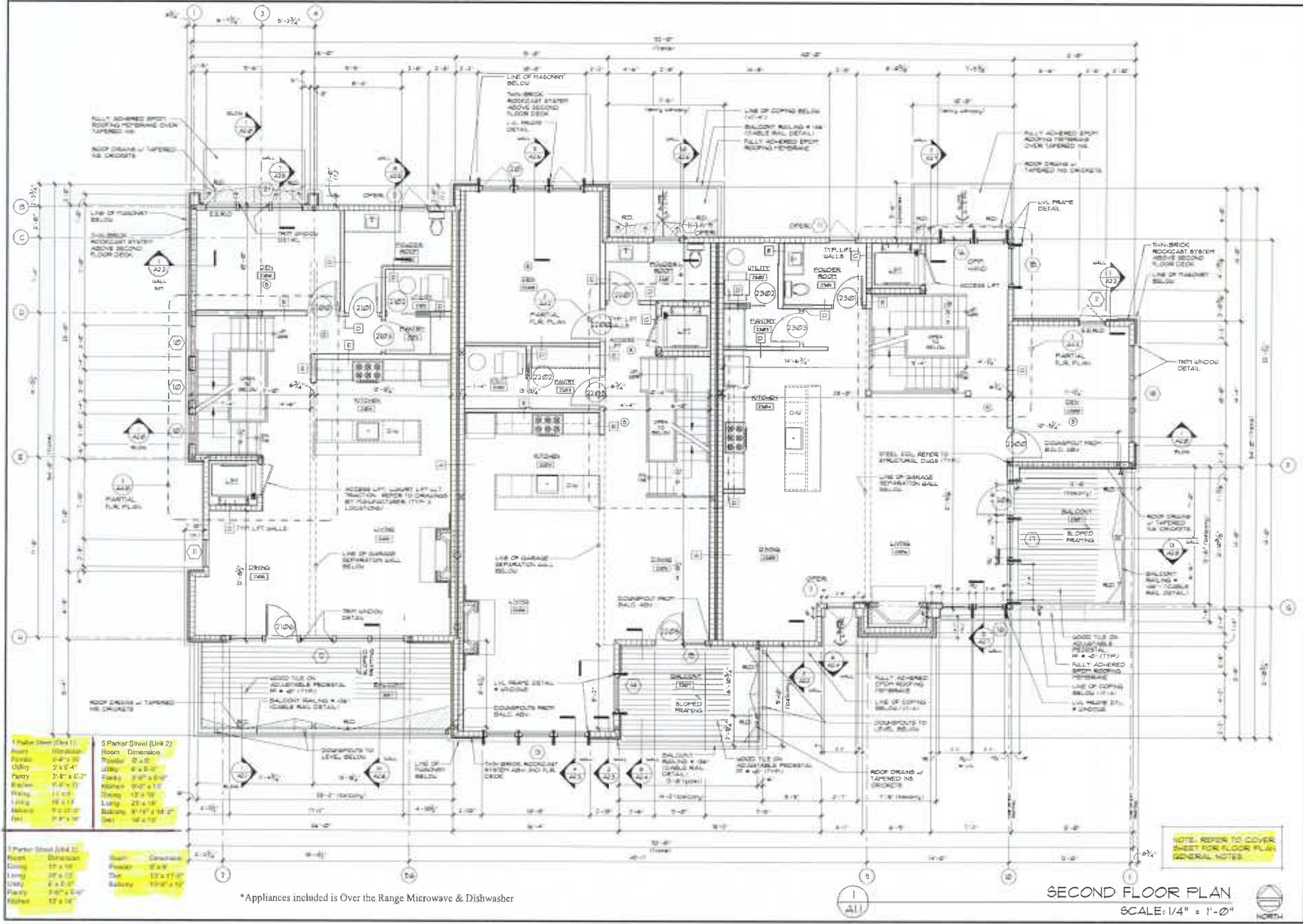
**RIEDMAN PARKER STREET**

5 Parker Street  
 Fairport, New York

REVISIONS:  
 1. P-100  
 2. P-100  
 3. P-100  
 4. P-100

ISSUED FOR PERMIT  
 DATE: 9-8-20  
 SECOND FLOOR PLAN

DRAWING TITLE:  
**Al.1**  
 SHEET NO:  
 PROJECT NO: 18-25



Room	Dimension
1 Parker Street (Unit 1)	
Appt	6'-0" x 6'-0"
Bedroom	10'-0" x 10'-0"
Bath	5'-0" x 5'-0"
Utility	5'-0" x 4'-0"
Pkwy	3'-0" x 6'-0"
Living	14'-0" x 11'-0"
Dining	11'-0" x 11'-0"
Kitchen	11'-0" x 11'-0"
Bedroom	11'-0" x 11'-0"
Bath	5'-0" x 5'-0"

Room	Dimension
5 Parker Street (Unit 2)	
Appt	6'-0" x 6'-0"
Bedroom	10'-0" x 10'-0"
Bath	5'-0" x 5'-0"
Utility	5'-0" x 4'-0"
Pkwy	3'-0" x 6'-0"
Living	14'-0" x 11'-0"
Dining	11'-0" x 11'-0"
Kitchen	11'-0" x 11'-0"
Bedroom	11'-0" x 11'-0"
Bath	5'-0" x 5'-0"

\*Appliances included is Over the Range Microwave & Dishwasher

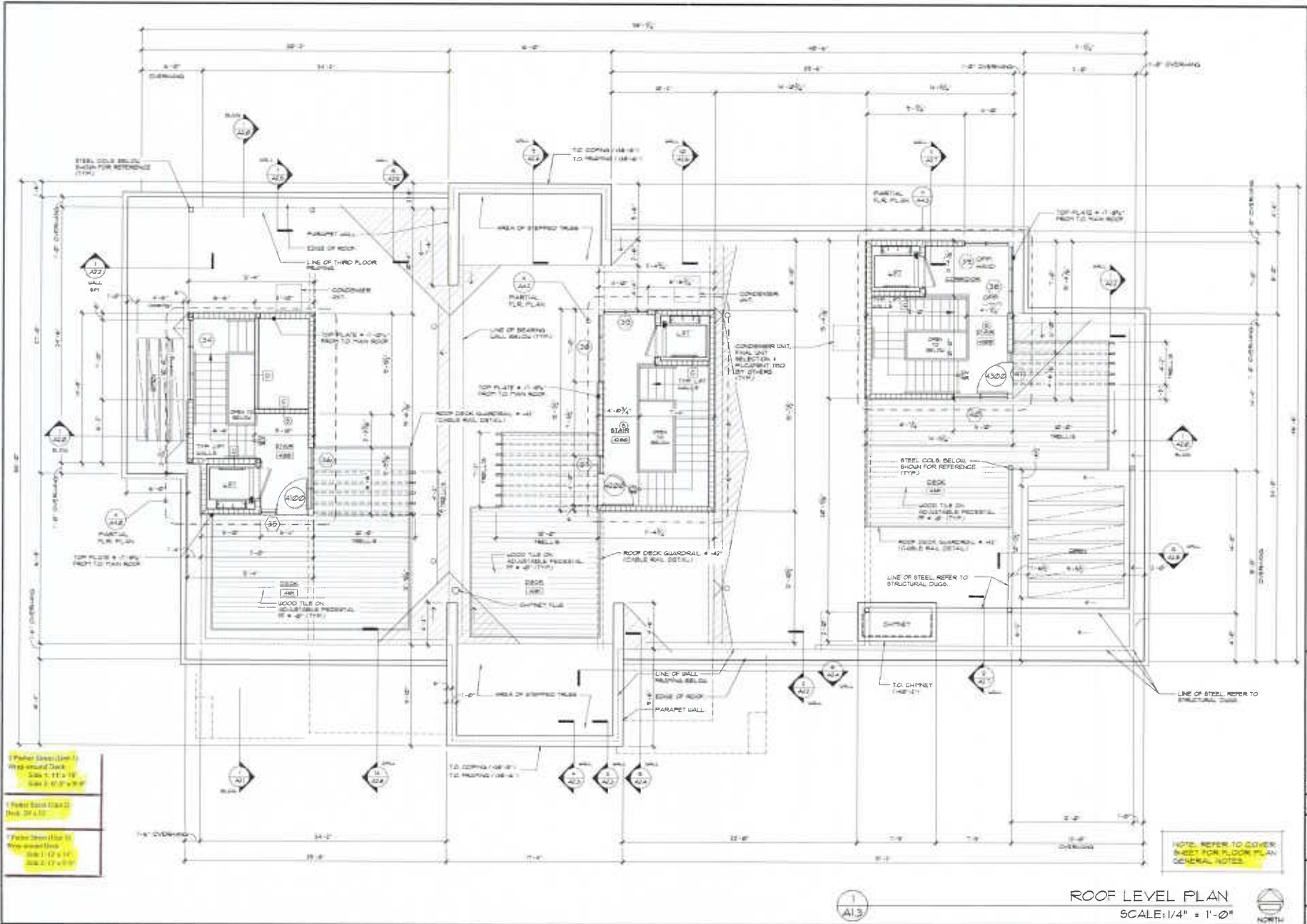
**SECOND FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"



NOTE: REFER TO COVER SHEET FOR FLOOR PLAN GENERAL NOTES.







1 Panel Steel (1000)  
 1/4\"/>

NOTE: REFER TO COVER SHEET FOR FLOOR PLAN GENERAL NOTES

1 A13

ROOF LEVEL PLAN  
 SCALE: 1/4" = 1'-0"



**HNN**  
 HANSEN ARCHITECTS

RIEDMAN PARKER STREET

3 PARKER STREET  
 FAIRPORT, NEW YORK

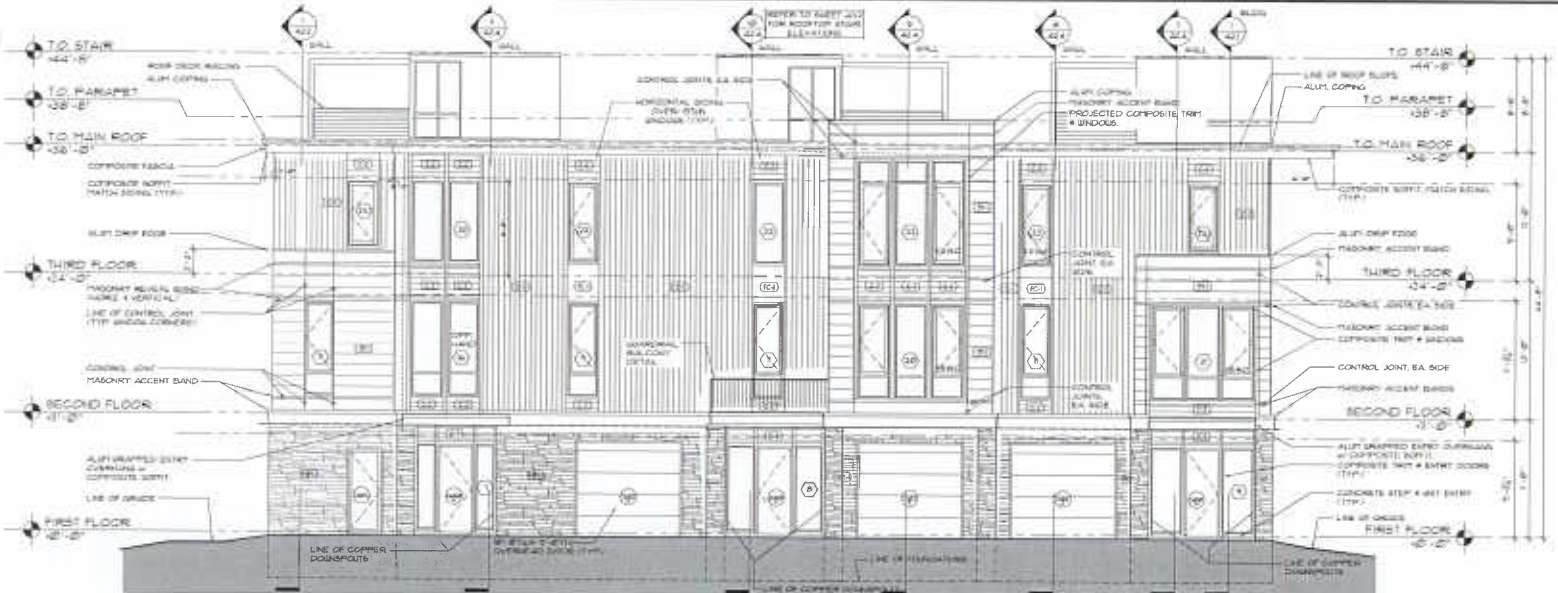
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 0-0-20 0-0-20  
 0-0-20 0-0-20

BASED FOR PERMIT  
 DATE: 0-0-20  
 LEVEL PLAN

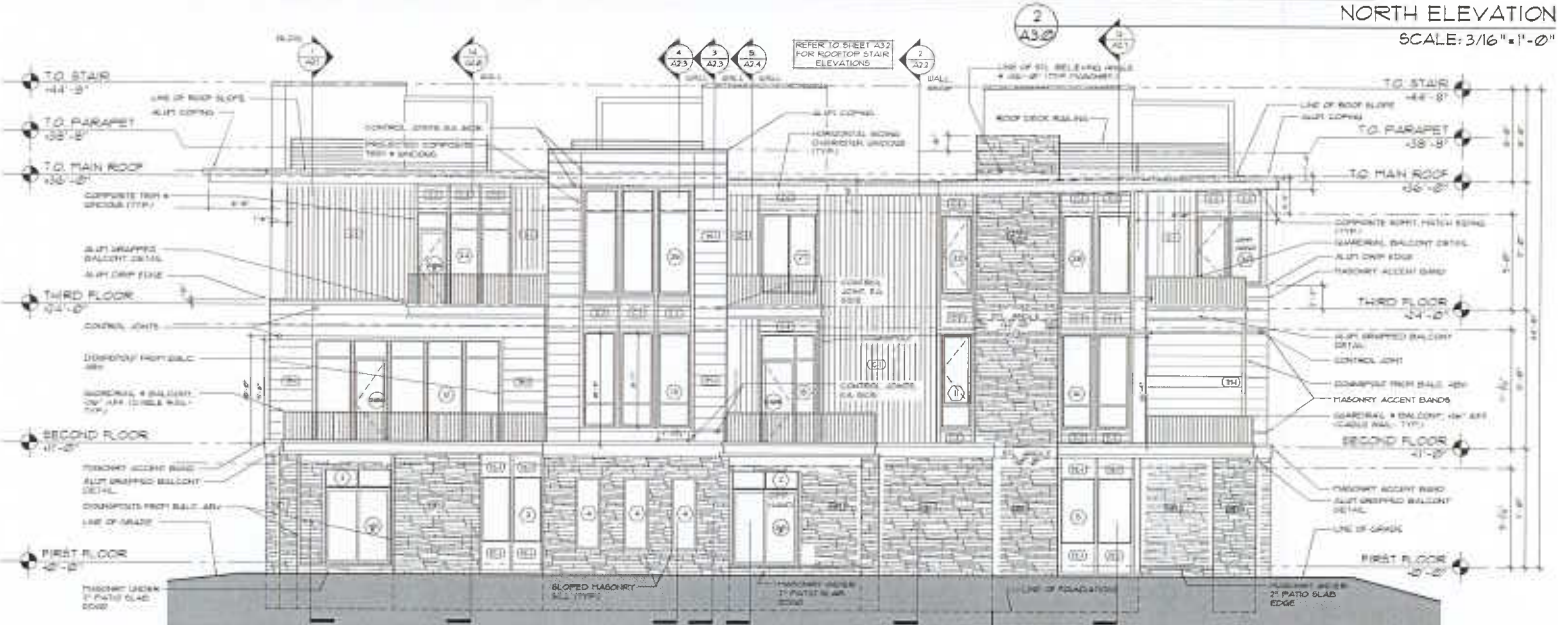
DRAWING TITLE  
**A13**  
 SHEET NO.  
 PROJECT NO. 15-023

**EXTERIOR FINISH LEGEND:**

- M-A MASONRY & FULL BED MASONRY (UNLESS SPECIFIED, FORD 2014 LAC 1000 (EPICURE) (HORIZONTAL COURSE))
- M-B MASONRY (2" FULL BED MASONRY (UNLESS SPECIFIED, FORD 2014 LAC 1000 (EPICURE) (SMOOTH FACE BRICK))
- C-1 HORIZONTAL CONCRETE BOARD
- C-2 HORIZONTAL CONCRETE BOARD
- M-1 FIBER CEMENT PANEL - PAINTED (COLOR: 302)
- M-2 FIBER CEMENT LAP BOARD - PAINTED (COLOR: 302)



**NORTH ELEVATION**  
SCALE: 3/16" = 1'-0"



**SOUTH ELEVATION**  
SCALE: 3/16" = 1'-0"



**HNN**  
ARCHITECTS  
REGISTERED ARCHITECTS  
100 WEST 47TH STREET  
NEW YORK, NY 10019

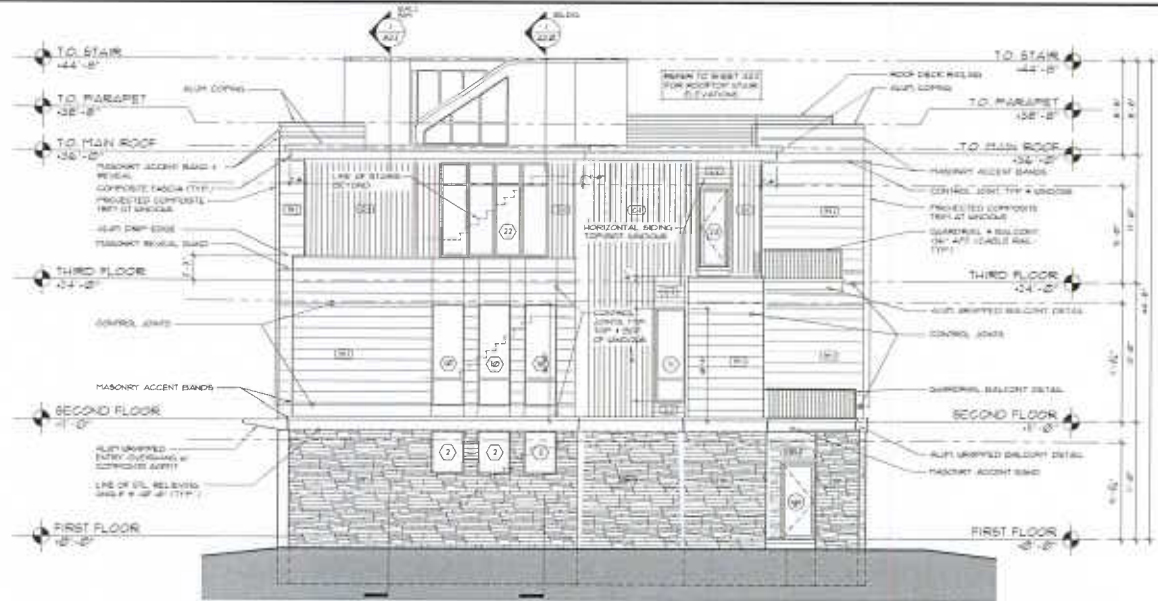
**RIEDMAN PARKER STREET**

5 PARKER STREET  
Fairport, New York

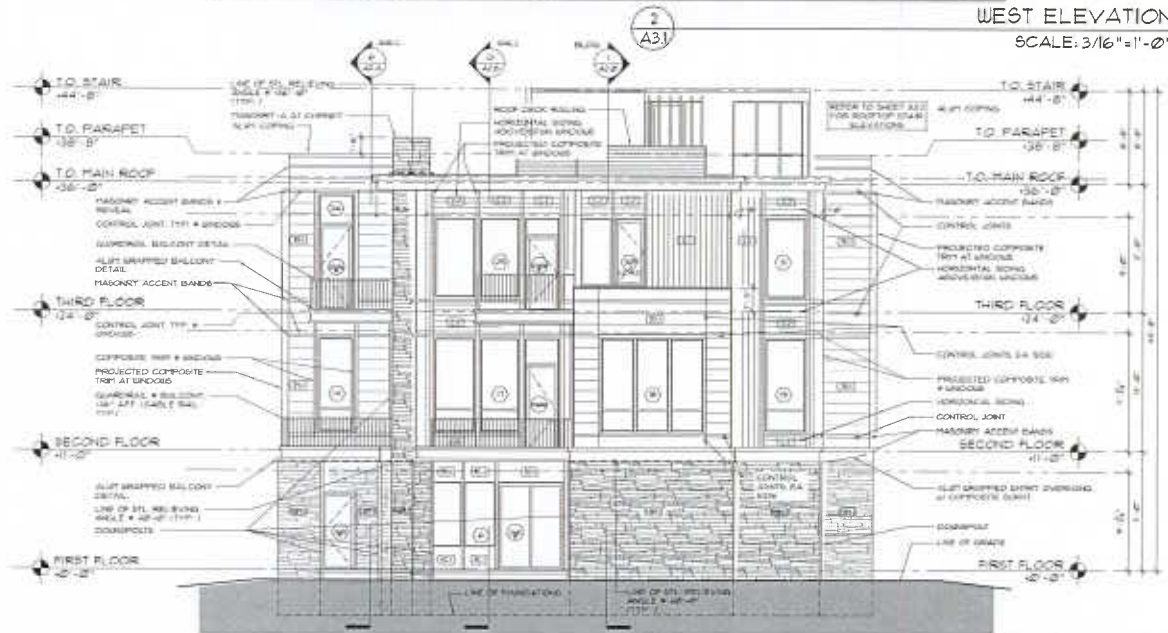
REVISED:	DATE:	BY:	CHK'D:
CONSTRUCTION & TRADE	9-4-20	10/21/20	10/21/20
REVISIONS:			
1. REVISION FOR CONSTRUCTION			
2. BALCONY REVISION			
ISSUED FOR PERMIT			
DATE: 9-4-20			
EXTERIOR ELEVATIONS			
DRAWING TITLE:			
A3.0			
SHEET NO:			
PROJECT NO: 10-019			

**EXTERIOR FINISH LEGEND:**

- PL-4 MASONRY (S-FULL BRD MASONRY UNLESS NOTED, TYPED BY L&O FOR SPURIAL) (MASONRY CORNER)
- PL-8 MASONRY (S-FULL BRD MASONRY UNLESS NOTED, OR EQUAL TYPED SPURIAL FACE AND)
- CL-1 VERTICAL COMPOSITE BOARD
- CL-2 HORIZONTAL COMPOSITE BOARD
- AL-1 FIBER REINFORCED POLYMER (FRP) PANEL - FINISHED COLOR: TBC
- AL-2 FIBER REINFORCED LRP BOARD - FINISHED COLOR: TBC



**WEST ELEVATION**  
SCALE: 3/16" = 1'-0"



**EAST ELEVATION**  
SCALE: 3/16" = 1'-0"



**HNN**  
HANNON ARCHITECTS  
ARCHITECTS & INTERIORS  
100 WEST 10TH STREET  
FAIRPORT, NY 11731

**RIEDMAN PARKER STREET**  
3 Parker Street  
Fairport, New York

REVISED:	4-1-14	1-14-14	1-14-14
DATE:	8-4-10	8-4-10	8-4-10
BY:	...	...	...
CHECKED BY:	...	...	...
DATE:	8-4-10	8-4-10	8-4-10
PROJECT NO.:	8-218	8-218	8-218

**A3.1**



**HNN**  
HANSON ARCHITECTS  
100 WALL STREET  
NEW YORK, NY 10005  
TEL: 212 512 2000  
WWW.HANNONARCHITECTS.COM

RIEDMAN PARKER STREET  
3 Parker Street  
Fairport, New York

REVISED FOR PERMIT  
DATE: 8-4-20  
EXTERIOR ELEVATIONS  
DRAWING TITLE:  
A3.2  
SHEET NO:  
PROJECT NO: 18-038

**EXTERIOR FINISH LEGEND**

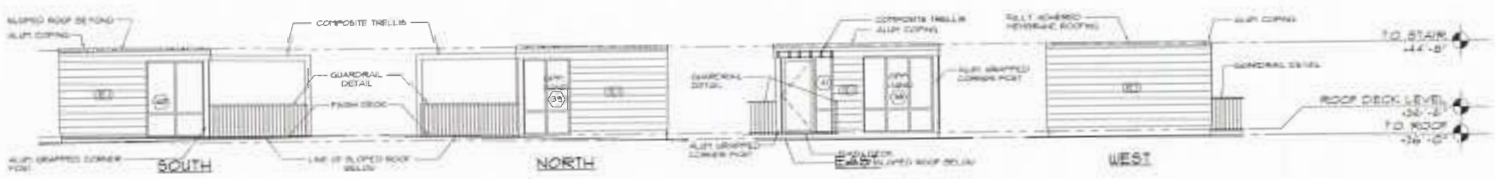
- TH-8 POLISHED 3/4" ALL RED PLYWOOD (INTERIOR, OUTSIDE, FLOOR OR WALL FOR STAIRS) (INCLUDES UNDERLAY)
- H-16 PLASTER 5/8" ALL RED PLYWOOD (BASE) ROUGHCAST OR EQUAL (SEE FINISH FACE UNIT)
- C-1 VERTICAL COMPOSITE BOARD
- C-2 HORIZONTAL COMPOSITE BOARD
- FC-1 FIBER CEMENT PANEL (PAINTED COLOR TBD)
- FC-2 FIBER CEMENT LAP BOARD (PAINTED COLOR TBD)



3  
A3.2  
**UNIT 1 ROOF STAIRWAY ELEVATIONS**  
SCALE: 3/16" = 1'-0"



2  
A3.2  
**UNIT 2 ROOF STAIRWAY ELEVATIONS**  
SCALE: 3/16" = 1'-0"



1  
A3.2  
**UNIT 3 ROOF STAIRWAY ELEVATIONS**  
SCALE: 3/16" = 1'-0"



N/F  
ANGELINE STOLT  
T.A. No. 153.09-4-63  
42 LIFTBRIDGE LANE EAST

N/F  
STEVEN & APRIL HOLTZ  
T.A. No. 153.09-4-61  
44 LIFTBRIDGE LANE EAST

N/F  
ANTHONY PITTIARDO  
T.A. No. 153.13-1-77  
50 LIFTBRIDGE LANE EAST

N/F  
DUANE & CAROL  
KEUKELAAR  
T.A. No. 153.13-1-76  
52 LIFTBRIDGE LANE EAST

N/F  
PATRICK POSELLA & TOMASSO ROMEL  
T.A. No. 153.13-1-74  
54-56 LIFTBRIDGE LANE EAST

N/F  
APRIL VENTON & STEVEN HOLTZ  
T.A. No. 153.09-4-65  
10 PARKER STREET

**NOTE:**  
CONTRACTOR TO EXPOSE, PROTECT AND MAINTAIN EXISTING RETAINING WALL DURING DEMOLITION OF THE EXISTING HOME. OWNER'S GEOTECHNICAL ENGINEER TO VERIFY THE CONDITION OF THE EXISTING RETAINING WALL AND DETERMINE IF UPDATES OR REPLACEMENT IS NECESSARY PRIOR TO COMMENCING WORK ON THE NEW PROPOSED STRUCTURE.

CONTRACTOR TO INSTALL (2) "NO PARKING" SIGNS ON THE PROPOSED 5' HIGH SOLID VINYL FENCE

EXTEND EXISTING RETAINING WALL ±7' PER THE RECOMMENDATION AND DESIGN BY A GEOTECHNICAL ENGINEER

PROPOSED NEW GRANITE CURB AND CONCRETE SIDEWALK WITH A 6' TRANSITION

PARKER STREET  
(33' RIGHT-OF-WAY PER TAX MAP - HELD)  
(49.5' RIGHT-OF-WAY PER SKINNER MAP)

NO PARKING SIGN

PROPOSED ±88 LF TIMBER RETAINING WALL TO BE POSITIONED 6" FROM PROPERTY LINE (MAX HEIGHT=2') (SEE DETAIL)

PROPOSED ±184 LINEAL FEET OF 5' HIGH SOLID VINYL FENCE (TYP)

N/F  
3 PARKER LLC  
T.A. No. 153.13-1-75  
3-5 PARKER STREET  
AREA = 12,124.80 FT. (CALC)

PROPOSED 3 TOWNHOUSE UNITS @ 3 STORIES EACH WITH GARAGE  
(FOOTPRINT = ±3,813 SF)

**LEGEND**

- BOUNDARY LINE
- PROPOSED LOT LINE
- CENTERLINE
- SETBACK LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PROPERTY MARKER FOUND
- ▲ CONCRETE HIGHWAY MONUMENT FOUND

NEW YORK STATE BARGE CANAL

3 PARKER STREET  
SITE PLAN

**BME ASSOCIATES**  
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS  
16407 ROUTE 100, SUITE 100, BOSTON, MA 02124  
TEL: 617.252.1100 FAX: 617.252.1101  
WWW.BME-ASSOCIATES.COM  
PROJECT NO.: 2661

SITE NOTES:

1. EXISTING ZONING: C-D CANAL DISTRICT  
DESIGN OVERLAY DISTRICT
2. TOTAL PROPERTY AREA: ± 10,718 SF (±0.25 ACRES) (TO ROW)  
± 12,252 SF (±0.28 ACRES) (TO  $\text{C}$ )
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4. APPLICABLE DEVELOPMENT STANDARDS ARE AS FOLLOWS:

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BUILDING HEIGHT			
MINIMUM	24'	±XX'	36'
MAXIMUM	45'		
<u>SETBACKS</u>			
MIN FRONT SETBACK	0'	EXISTING 5.2' (PARKER ST) 15.36 (ERIE CANAL)	PROPOSED 9.4' (PARKER ST.) 1' (ERIE CANAL)
MAX FRONT SETBACK	10'		
MIN SIDE SETBACK	0'	0'	5'
MAX SIDE SETBACK	10'		
MIN REAR SETBACK	30'	±2.2'	30.5'
<u>PARKING REQUIREMENTS</u>	2 SPACES PER UNIT		2 SPACES PER UNIT PLUS 1 VISITOR SPACE

\*A VARIANCE WAS GRANTED BY THE ZBA ON NOVEMBER 25, 2019 TO ALLOW PARKING/LANE COVERAGE OF 18%.

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15. NO PARKING SHALL BE PERMITTED ON ALONG PARKER STREET.

3 PARKER STREET  
SITE NOTES



REGISTERED PROFESSIONAL ENGINEERS • AMERICAN ARCHITECTS  
100 WEST 42ND STREET, SUITE 1000  
NEW YORK, NY 10018  
WWW.BMEASSOCIATES.COM

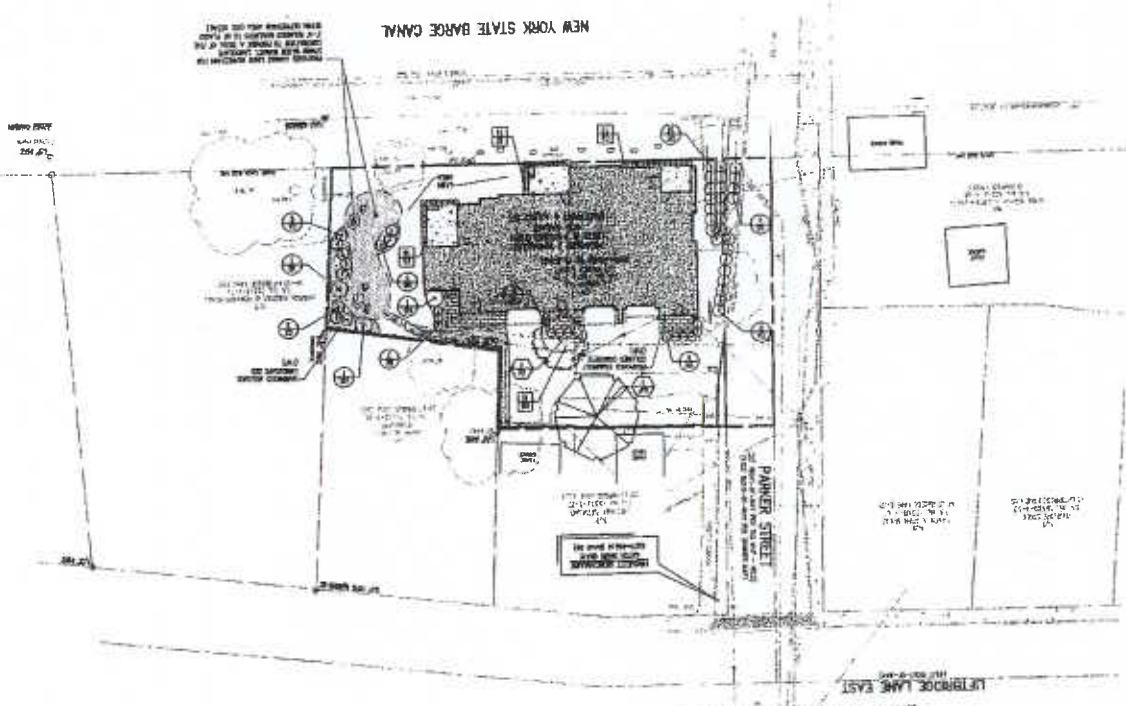
PROJECT NO.: 2661

NO. 1	DATE	BY	DESCRIPTION
1	10/15/01	[Signature]	PRELIMINARY LAYOUT
2	10/15/01	[Signature]	FINAL LAYOUT
3	10/15/01	[Signature]	REVISIONS
4	10/15/01	[Signature]	REVISIONS
5	10/15/01	[Signature]	REVISIONS
6	10/15/01	[Signature]	REVISIONS
7	10/15/01	[Signature]	REVISIONS
8	10/15/01	[Signature]	REVISIONS
9	10/15/01	[Signature]	REVISIONS
10	10/15/01	[Signature]	REVISIONS



**SITE PLANT MATERIALS LIST**

NO.	SYMBOL	PLANT NAME	QUANTITY	REMARKS
1	1	PLANT MATERIALS LIST		
2	2	PLANT MATERIALS LIST		
3	3	PLANT MATERIALS LIST		
4	4	PLANT MATERIALS LIST		
5	5	PLANT MATERIALS LIST		
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48	48	PLANT MATERIALS LIST		
49	49	PLANT MATERIALS LIST		
50	50	PLANT MATERIALS LIST		



**REVISIONS**

NO.	DATE	BY	DESCRIPTION
1	10/15/01	[Signature]	PRELIMINARY LAYOUT
2	10/15/01	[Signature]	FINAL LAYOUT
3	10/15/01	[Signature]	REVISIONS
4	10/15/01	[Signature]	REVISIONS
5	10/15/01	[Signature]	REVISIONS
6	10/15/01	[Signature]	REVISIONS
7	10/15/01	[Signature]	REVISIONS
8	10/15/01	[Signature]	REVISIONS
9	10/15/01	[Signature]	REVISIONS
10	10/15/01	[Signature]	REVISIONS

SEE THE DRAWING POSTED-ON FOR LANDSCAPE DETAILS

1. ALL PLANT MATERIALS SHALL BE SUPPLIED BY THE LANDSCAPE ARCHITECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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DATE: 10/15/01  
 DRAWN BY: [Signature]

3 PARKWAY STREET  
 LANDSCAPE PLAN

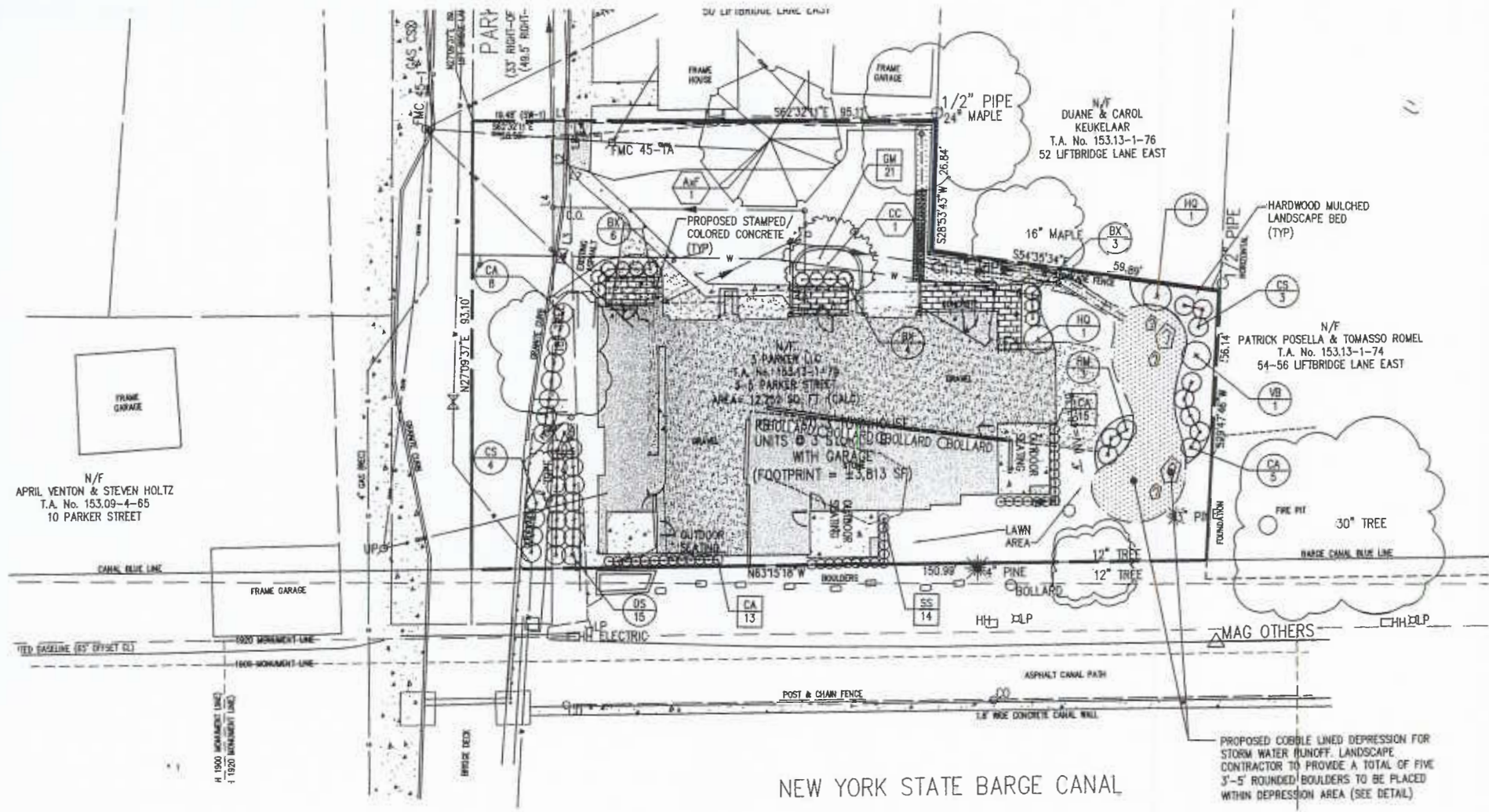


ASSOCIATES  
 LANDSCAPE ARCHITECTS

NO.	DATE	BY	DESCRIPTION
1	10/15/01	[Signature]	PRELIMINARY LAYOUT
2	10/15/01	[Signature]	FINAL LAYOUT
3	10/15/01	[Signature]	REVISIONS
4	10/15/01	[Signature]	REVISIONS
5	10/15/01	[Signature]	REVISIONS
6	10/15/01	[Signature]	REVISIONS
7	10/15/01	[Signature]	REVISIONS
8	10/15/01	[Signature]	REVISIONS
9	10/15/01	[Signature]	REVISIONS
10	10/15/01	[Signature]	REVISIONS









THESE PLANS WERE PREPARED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OF THESE PLANS FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT AND LANDSCAPE ARCHITECT IS STRICTLY PROHIBITED.





NEW YORK STATE BARGE CANAL

**LEGEND**

-  BOUNDARY LINE
-  PROPOSED LOT LINE
-  CENTERLINE
-  SETBACK LINE
-  EXISTING EASEMENT LINE
-  PROPOSED EASEMENT LINE
-  PROPERTY MARKER FOUND
-  CONCRETE HIGHWAY MONUMENT FOUND

3 PARKER STREET  
LANDSCAPE PLAN



PROJECT NO.: 2661

## SITE PLANT MATERIALS LIST

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	COMMENTS
TREES						
1	AxF	Acer x freemanii 'Celebration'	Celebration Maple	2 1/2" CAL	B&B	
1	CC	Cercis Canadensis	Eastern Red Bud	8-10'	B&B	multi-stem
SHRUBS						
13	BX	Buxus x 'Green Velvet'	Green Velvet Boxwood	18"	B&B	or cont
13	CA	Clethra alnifolia 'Pink Spires'	Pink Spires Summersweet	18"	B&B	or cont
7	CS	Cornus sericea 'Arctic Fire'	Arctic Fire Red Twig Dogwood	18"	B&B	or cont
15	DS	Diervilla sessifolia	Southern Bush Honeysuckle	18"	cont	
3	HM	Hydrangea macrophylla 'All Summer Beauty'	All Summer Beauty Hydrangea	18"	cont	
2	HQ	Hydrangea quercifolia 'Snow Queen'	Snow Queen Oakleaf Hydrangea	36"	B&B	or cont
1	VB	Viburnum x burkwodii	Burkwood Viburnum	36"	B&B	or cont
PERENNIALS/GRASSES						
28	CA	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	#1	cont.	
24	GM	Gernium macrorrhizum 'Bevan's Variety'	Bevan's Variety Bigroot Cranesbill	1 qt	cont.	spacing @ 18"
14	SS	Schizachyrium scoparium 'The Blues'	The Blues Little Bluegrass	#1	cont.	

## 3 PARKER STREET PLANT MATERIAL LIST

LANDSCAPE NOTES:

1. ALL PLANTS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS AS NOTED IN THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION, ANSI Z60.1-2004.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN QUANTITY TAKEOFFS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION.
4. ALL TREES SHALL BE LOCATED A MINIMUM DISTANCE OF FIVE FEET (5') FROM THE HORIZONTAL LINE OF UNDERGROUND UTILITIES TO THE PLANT BALL.
5. ALL TREES SHALL BE LOCATED A MINIMUM DISTANCE OF TEN FEET (10') FROM THE HORIZONTAL LINE OF OVERHEAD UTILITIES TO THE PLANT BALL.
6. PLANTING SOIL MIXTURE SHALL HAVE A RATIO BY VOLUME OF FOUR PARTS TOPSOIL TO ONE PART PEAT. SOIL AMENDMENTS TO BE MODIFIED PER INDIVIDUAL PLANT MATERIAL REQUIREMENTS.
7. STAKE TREES IMMEDIATELY AFTER PLANTING. REFER TO DETAIL.
8. PROVIDE ALL PLANTING BEDS AROUND THE BUILDING WITH A CONTINUOUS 3" LAYER OF STONE MULCH. MULCH SHALL BE PROVIDED AS FOLLOWS: 1"-3" COBBLESTONE MULCH, UNIFORMLY MIXED, WASHED AND FREE FROM DELETERIOUS MATERIAL. STONE MULCH AREAS TO BE PROVIDED A 6" ALUMINUM EDGING ALONG THE PROPOSED PLANTING BED -- LAWN AREA INTERFACE.

PROVIDE ALL OTHER PLANTING BEDS ON THE SITE WITH A CONTINUOUS 3" LAYER OF 100 % SHREDDED HARDWOOD MULCH, NO GREATER THAN 1" IN SIZE, UNIFORMLY MIXED AND FREE FROM DELETERIOUS MATERIAL.

9. SEED ALL AREAS NOT PAVED, PLANTED OR SPECIFIED OTHERWISE WITH LAWN SEED.

A. LAWN SEED MIXTURE SHALL BE PROVIDED AS FOLLOWS:

	% BY WEIGHT	% BY PURITY	% GERM
'REPELL', 'CITATION' & 'MORNING STAR' PERENNIAL RYE GRASS	40	85	85
'JAMESTOWN II', 'FORTRESS', 'ENSYLVA' RED FESCUE	20	97	80
'BARON' & 'MIDNIGHT' KENTUCKY BLUEGRASS	40	85	80

SEEDING RATE: 6.0 LBS PER 1,000 SF.

MULCH: STRAW AT TWO TONS PER ACRE, OR WOOD FIBER MULCH  
USED WITH A HYDROSEEDING APPLICATION METHOD, WITH TACKIFIER.

STARTING FERTILIZER: 5:10:10 AT 20 LBS PER 1,000 SF.

PLEASE REFER TO BME DRAWING # 2661-05 / CONSTRUCTION EROSION CONTROL PLAN FOR FURTHER SEEDING REQUIREMENTS IE.: TEMPORARY SEEDING AND SPECIALIZED SEED MIXES.

10. PROPOSED PLANT MATERIALS SHALL BE FIELD LOCATED, AND THE CONTRACTOR SHALL PERFORM A ROUGH STAKEOUT OF PLANTINGS FOR REVIEW AND APPROVAL BY OWNER PRIOR TO PLANTING.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CARE AND MAINTENANCE OF PLANT MATERIALS AND SEEDED AREAS UNTIL FINAL ACCEPTANCE.
12. A MINIMUM ONE (1) YEAR GUARANTEE SHALL BE PROVIDED ON ALL PLANT MATERIALS FROM DATE OF FINAL ACCEPTANCE.

## 3 PARKER STREET LANDSCAPE NOTES

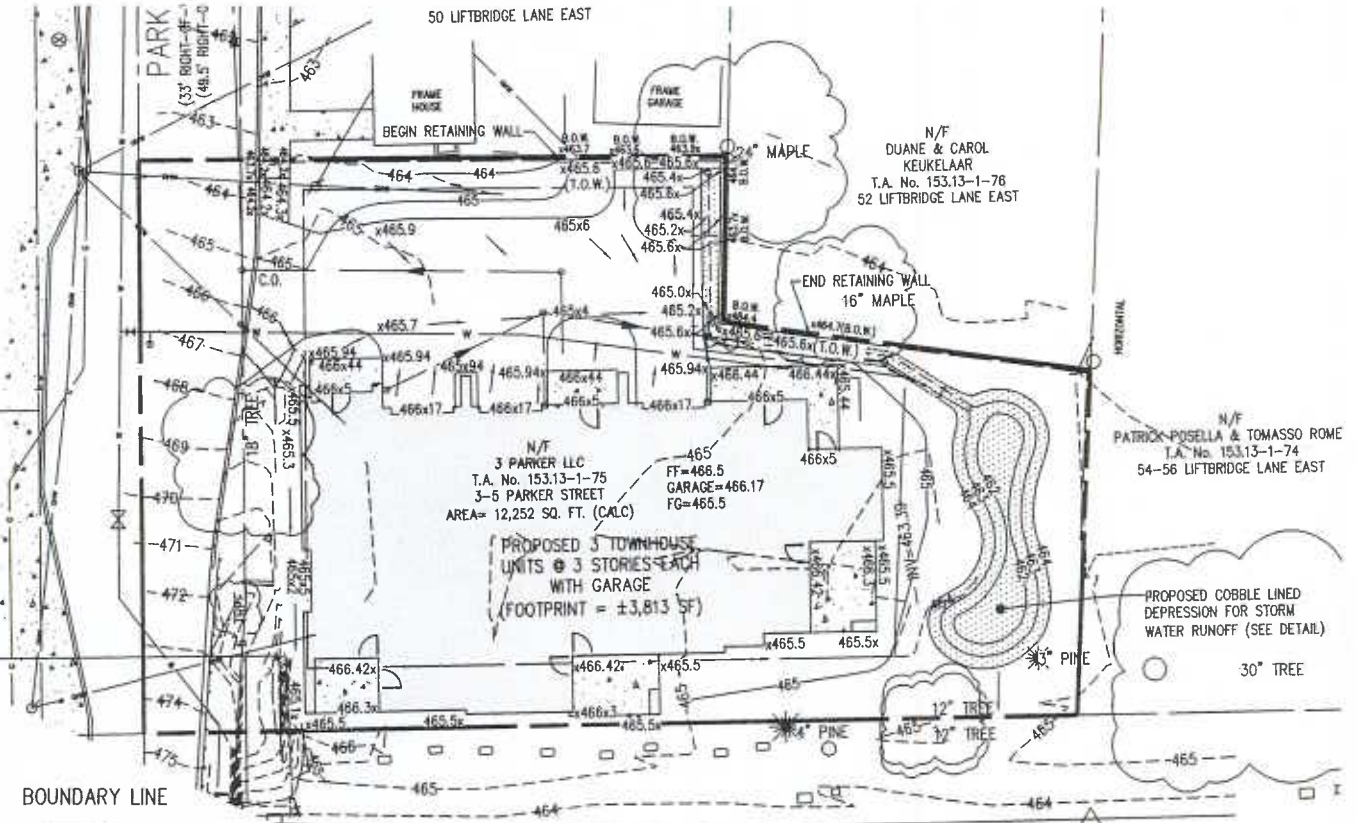
**BME** ASSOCIATES  
LANDSCAPE ARCHITECTS • DESIGNERS • PLANTING CONTRACTORS

11 LEFT BRIDGE LANE  
ANNAPOLIS, MARYLAND 21403  
WWW.BMEASSOCIATES.COM

PHONE 410.271.0300  
FAX 410.271.1300

PROJECT NO.: 2661





N/F  
APRIL VENTON & STEVEN HOLTZ  
T.A. No. 153.09-4-65  
10 PARKER STREET

**NOTE:**  
CONTRACTOR TO EXPOSE,  
PROTECT AND MAINTAIN  
EXISTING RETAINING WALL  
DURING DEMOLITION OF THE  
EXISTING HOME. OWNER'S  
GEOTECHNICAL ENGINEER TO  
VERIFY THE CONDITION OF  
THE EXISTING RETAINING  
WALL AND DETERMINE IF  
UPGRADES OR REPLACEMENT  
IS NECESSARY PRIOR TO  
COMMENCING WORK ON THE  
NEW PROPOSED STRUCTURE.

N/F  
3 PARKER LLC  
T.A. No. 153.13-1-75  
3-5 PARKER STREET  
AREA= 12,252 SQ. FT. (CALC)

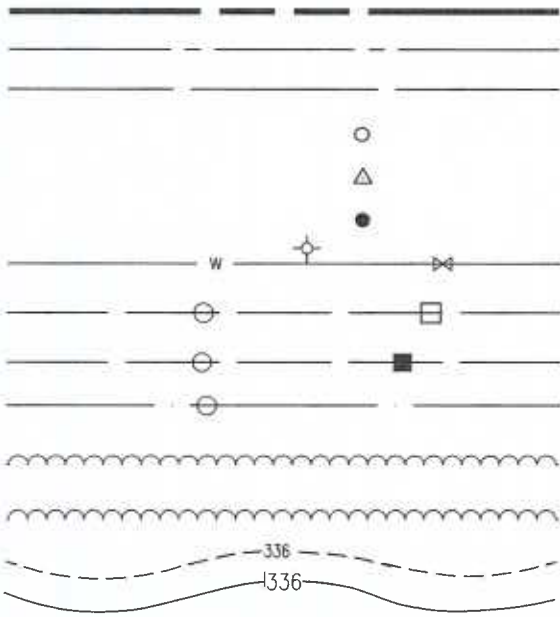
465  
FT=468.5  
GARAGE=466.17  
FG=465.5

PROPOSED 3 TOWNHOUSE  
UNITS @ 3 STORES EACH  
WITH GARAGE  
(FOOTPRINT = ±3,813 SF)

N/F  
PATRICK POSELLA & TOMASSO ROME  
T.A. No. 153.13-1-74  
54-56 LIFTBRIDGE LANE EAST

PROPOSED COBBLE LINED  
DEPRESSION FOR STORM  
WATER RUNOFF (SEE DETAIL)

**LEGEND**



336x5

FG = 338.0

- BOUNDARY LINE
- CENTERLINE
- SETBACK LINE
- PROPERTY MARKER FOUND
- CONCRETE HIGHWAY MONUMENT FOUND
- WOOD FENCE POST FOUND
- EX. WATERMAIN, HYDRANT AND VALVE
- EXISTING STORM SEWER, AND MANHOLE
- PROPOSED STORM SEWER, MANHOLE AND INLET
- EXISTING SANITARY SEWER AND MANHOLE
- EXISTING TREELINE
- PROPOSED TREE LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED FINISHED GRADE

NEW YORK STATE BARGE CANAL

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 30 ft.

3 PARKER STREET  
GRADING PLAN

**BME ASSOCIATES**  
ENGINEER • SURVEYOR • LANDSCAPE ARCHITECT

PROJECT NO.: 2661

### GRADING NOTES:

1. THE CONTRACTOR SHALL LOCATE, MARK, SAFEGUARD, AND PRESERVE ALL SURVEY CONTROL MONUMENTS AND RIGHT-OF-WAY MONUMENTS IN THE AREAS OF CONSTRUCTION. FOR DESCRIPTIVE AND SURVEY DATA ON THE CONTROL MONUMENTS, CALL THE MONROE COUNTY GEODETIC SURVEY OFFICE.
2. THE DEVELOPER'S AND CONTRACTOR'S ATTENTION IS DIRECTED TO LOCAL LAW NO. 6 OF 1971 REGARDING LIABILITY INCURRED THROUGH DISTURBANCE OR DESTRUCTION OF GEODETIC SURVEY MONUMENTS.
3. EXISTING UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM FIELD LOCATIONS AND/OR UTILITY COMPANY RECORD PLANS. A MINIMUM OF 48 HOURS PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL CALL THE UFPO HOTLINE AT 1-800-962-7962 FOR STAKE-OUT OF EXISTING UTILITIES.
4. THE CONTRACTOR SHALL CONTROL DUST AS DIRECTED BY THE VILLAGE OF FAIRPORT.
5. FILL MATERIAL PLACED IN THE PAVEMENT AREAS SHALL BE SELECT MATERIAL AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D-1557) OR AS SPECIFIED BY THE GEOTECHNICAL ENGINEER.
6. ALL DISTURBED AREAS TO BE RECLAIMED WITH A MINIMUM OF 6" TOPSOIL.
7. THE HORIZONTAL DATUM SHOWN HEREON IS REFERENCED TO THE NEW YORK STATE PLAN COORDINATE SYSTEM (NAD '83), WESTERN ZONE. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
8. ANY WORK ASSOCIATED WITH THE EXISTING RETAINING WALL WHICH EXTENDS INTO THE NYS BARGE CANAL RIGHT-OF-WAY WILL REQUIRE COORDINATION WITH THE NYS BARGE CANAL CORP.

3 PARKER STREET  
GRADING NOTES

**BME** ASSOCIATES  
LANDSCAPE ARCHITECTS

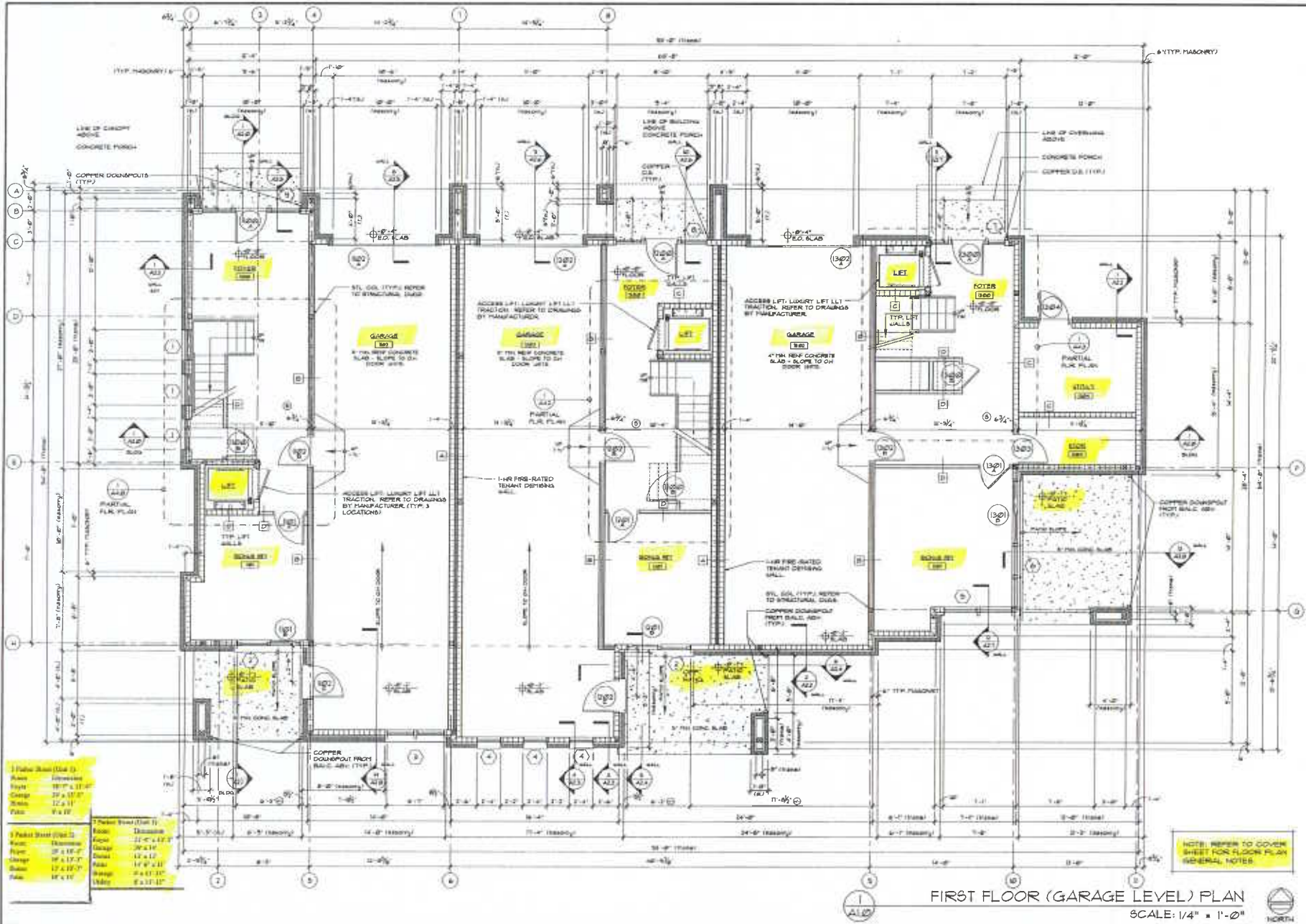
10101 WOODLAND AVENUE  
FAIRPORT, NEW YORK 11731  
PHONE: 609.355.1100

PROJECT NO.: 2661



V





<b>1 Public Street (Grid 1)</b>		<b>2 Public Street (Grid 2)</b>	
Area:	100' x 100'	Area:	100' x 100'
Height:	10' x 10'	Height:	10' x 10'
Depth:	10' x 10'	Depth:	10' x 10'
Width:	10' x 10'	Width:	10' x 10'
Volume:	10' x 10'	Volume:	10' x 10'



**HAN HAN**  
HAN HAN ARCHITECTS  
100 W. 11th Street  
New York, NY 10011

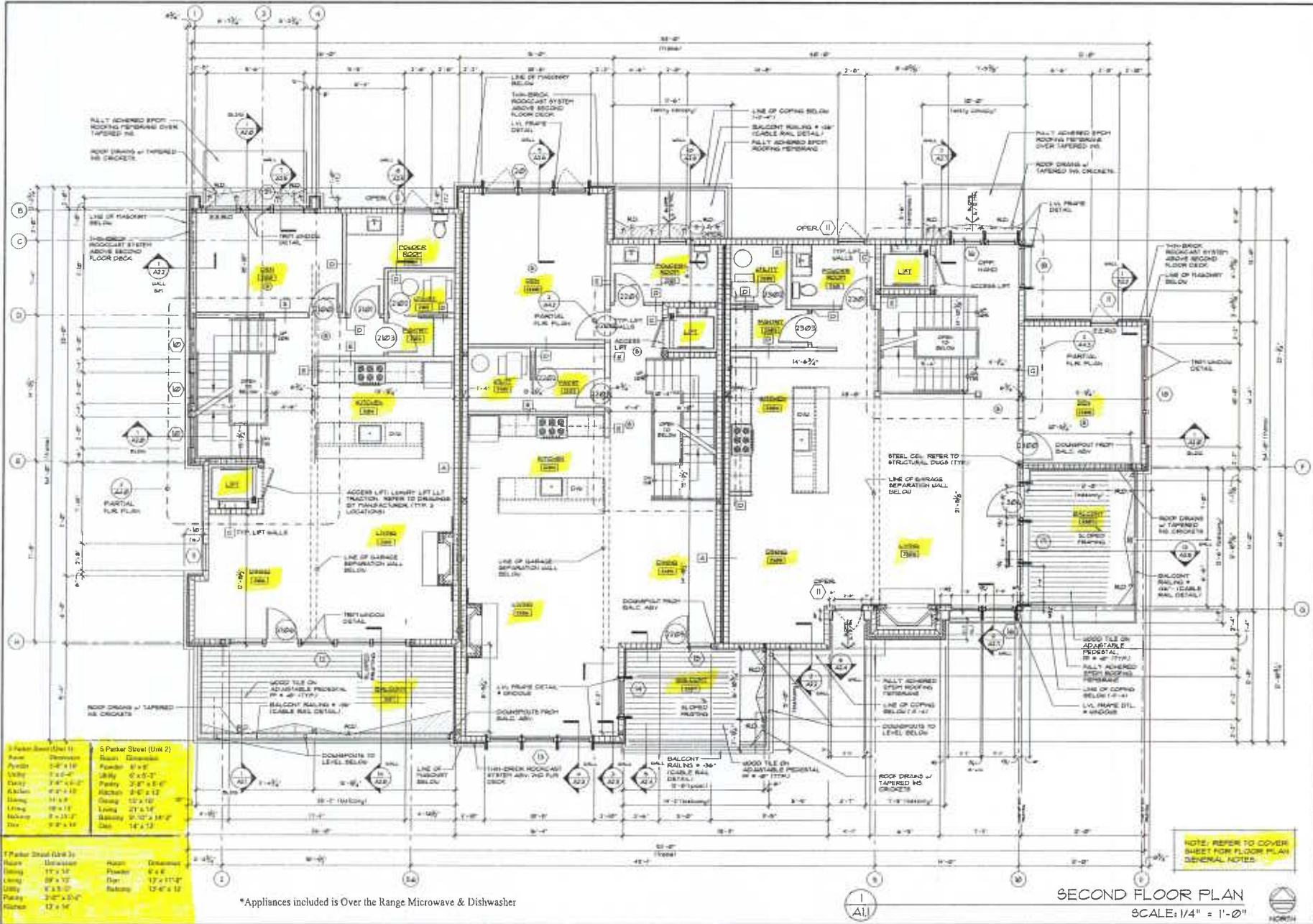
**REDMAN PARKER STREET**  
3 Park Street  
Farpoint, New York

REVISIONS:  
1. 0-6-20  
2. 0-6-20  
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9. 0-6-20  
10. 0-6-20

ISSUED FOR PERMIT  
DATE: 0-6-20  
FIRST FLOOR  
PLAN

DRAWING TITLE:  
**AI.0**  
SHEET NO:  
PROJECT NO: 0-6-20





3 Parker Street (Unit 1)		5 Parker Street (Unit 2)	
Room	Dimensions	Room	Dimensions
Apartment	5'-0" x 11'	Powder	5' x 5'
Kitchen	5'-0" x 6'	Living	10' x 11'
Dining	5'-0" x 6'	Bedroom	10' x 11'
Bathroom	5'-0" x 6'	Hall	5' x 5'
Living	11' x 9'	Bedroom	10' x 11'
Bedroom	11' x 9'	Hall	5' x 5'
Hall	5' x 5'	Bedroom	10' x 11'
Living	11' x 9'	Hall	5' x 5'
Bedroom	11' x 9'	Bedroom	10' x 11'
Hall	5' x 5'	Hall	5' x 5'

\*Appliances included is Over the Range Microwave & Dishwasher

SECOND FLOOR PLAN  
SCALE: 1/4" = 1'-0"

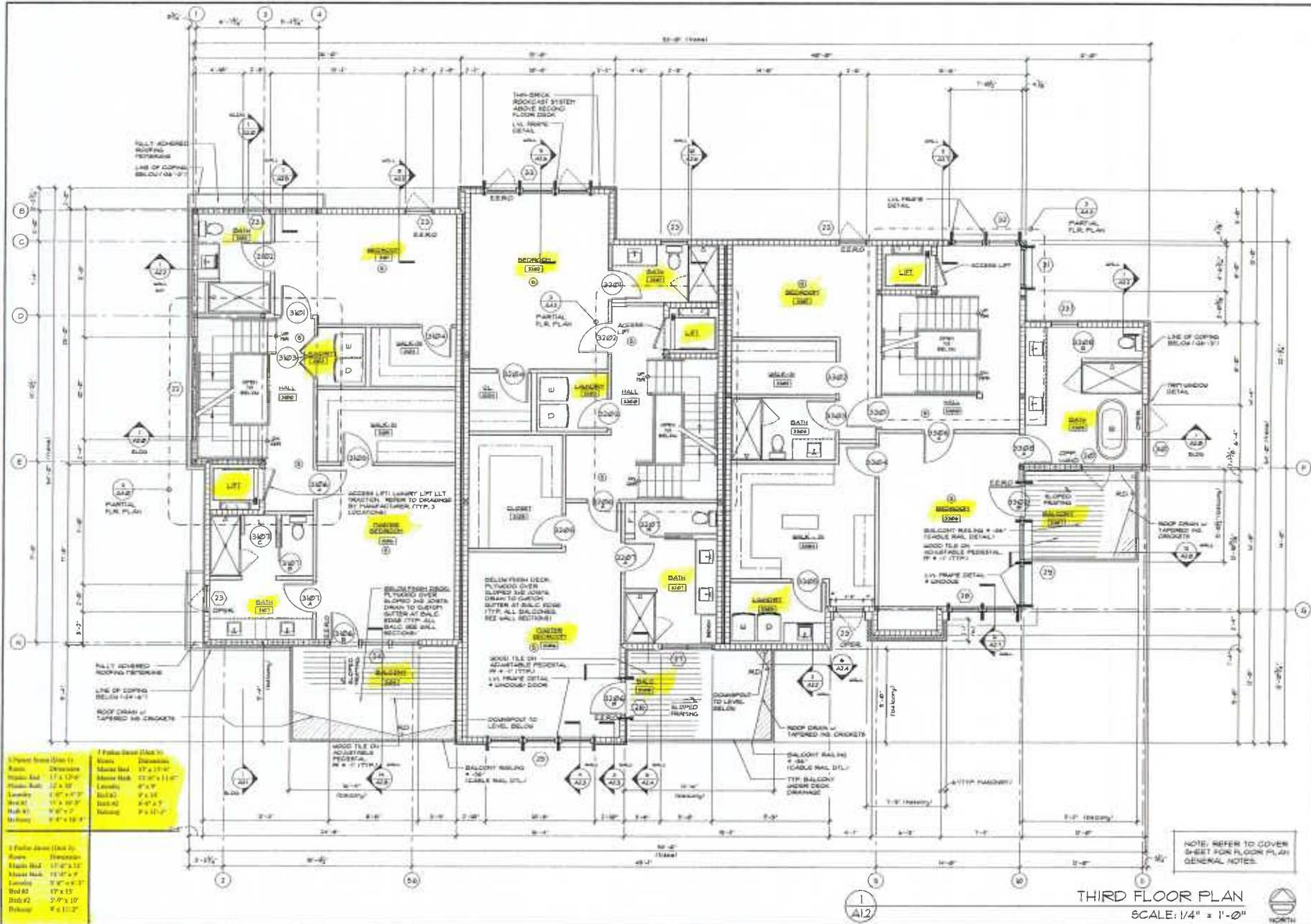


**HNN**  
HARLEN ARCHITECTS  
100 PARKER STREET  
FAIRPORT, NEW YORK 11731  
TEL: 609.355.1111  
WWW.HNNARCHITECTS.COM

RIEDMAN PARKER STREET  
3 Parker Street  
Fairport, New York

REVISIONS:  
DATE: 01-13-20  
ISSUED FOR PERMIT: 01-13-20  
DATE: 01-13-20  
SECOND FLOOR PLAN  
DRAWING TITLE:  
SHEET NO:  
PROJECT NO: 19-003

NOTE: REFER TO COVER SHEET FOR FLOOR PLAN GENERAL NOTES.



1. Floor Area (Sq. Ft.)	2. Floor Area (Sq. Ft.)
Room	Room
Room No.	Room No.
Area	Area
Perimeter	Perimeter
Notes	Notes

NOTE: REFER TO COVER SHEET FOR FLOOR PLAN GENERAL NOTES.

THIRD FLOOR PLAN  
SCALE: 1/4" = 1'-0"



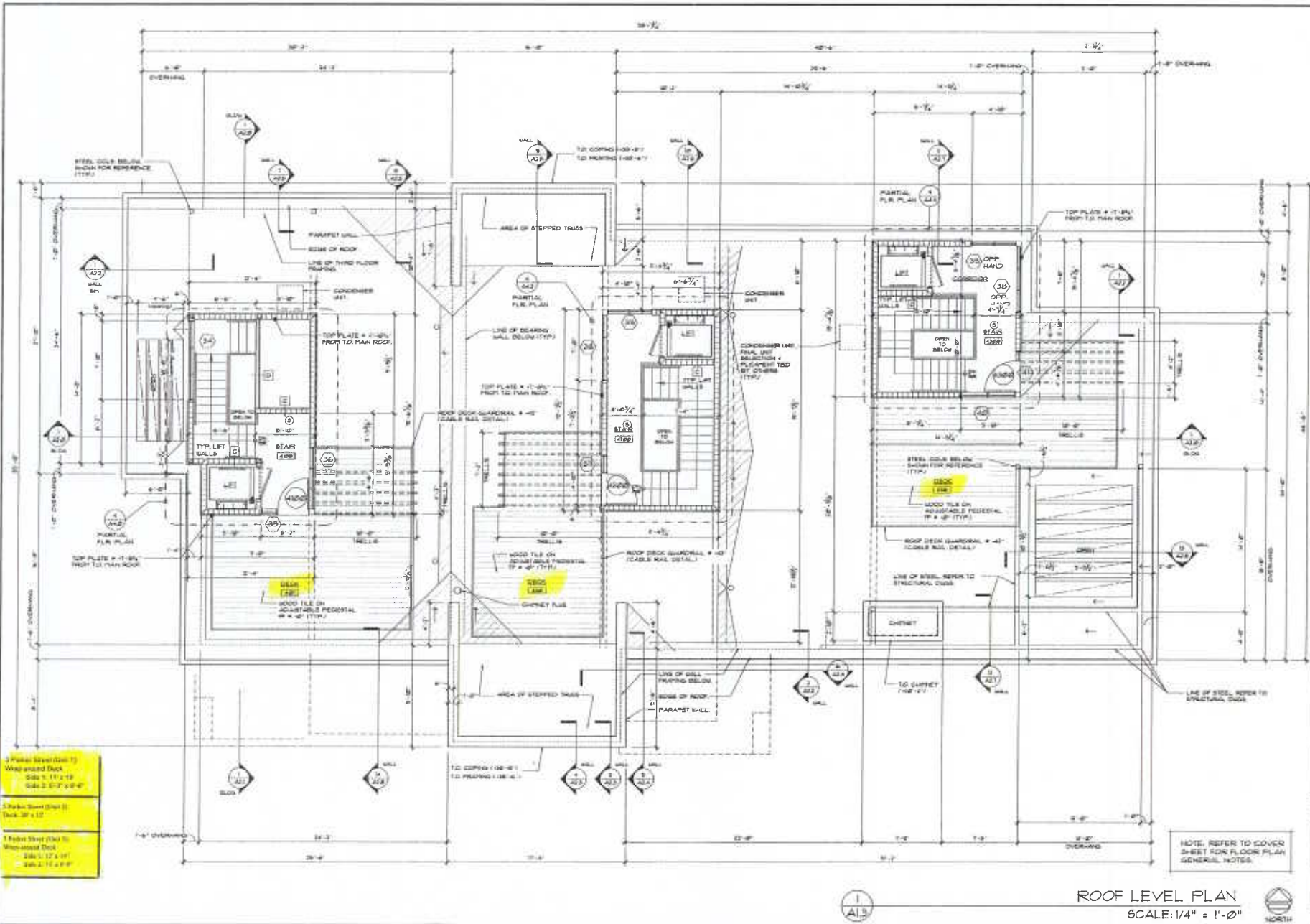
**HAN HAN**  
HAN HAN ARCHITECTS  
100 WEST 11TH STREET  
NEW YORK, NY 10011

RIEDMAN PARKER STREET  
3 Parker Street  
Fairport, New York

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
PROJECT NO.	

A1.2

SHEET NO. 11-011



- 1 Park Street Deck 13  
Wapwood Deck  
Size: 11' x 19'  
Grids: 5'-0" x 8'-0"
- 2 Park Street Deck 11  
Deck: 30' x 10'
- 3 Park Street Deck 10  
Wapwood Deck  
Size: 12' x 19'  
Grids: 2'-10" x 8'-0"

NOTE: REFER TO COVER SHEET FOR FLOOR PLAN GENERAL NOTES.

ROOF LEVEL PLAN  
SCALE: 1/4" = 1'-0"



**HNLN**  
HARLAN ARCHITECTS  
100 WASHINGTON AVENUE  
ROCKAWAY AVENUE  
ROCKAWAY, NEW YORK 10866  
TEL: 718-961-1111  
WWW.HNLNARCHITECTS.COM

RIEDMAN PARKER STREET  
3 PARKER STREET  
Fairport, New York

REVISED:	DATE:	BY:	FOR:
BY REVISION / TRIM / SUBSTITUTION / BASED FOR CONSTRUCTION:	0.8.20		
ISSUED FOR PERMIT:	0.8.20		
ROOF LEVEL PLAN			
DRAWING TITLE:			
A13			
SHEET NO.:			
PROJECT NO. R-070			



NORTH ELEVATION



**SOUTH ELEVATION**  
(CANAL SIDE)

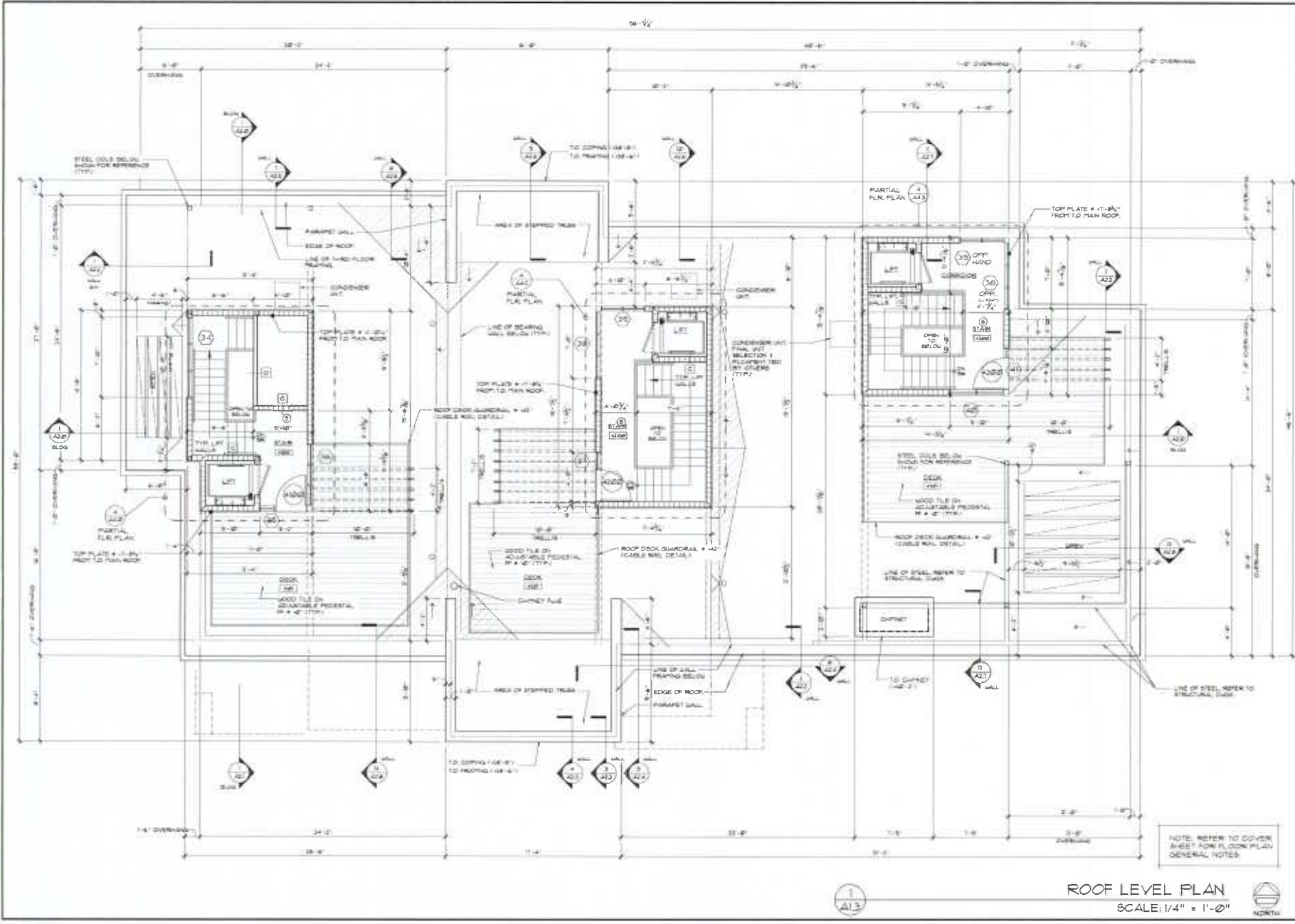


# EAST ELEVATION



**WEST ELEVATION**  
**(PARKER ST SIDE)**





**HNN**  
 ARCHITECTS  
 100 WEST 42ND STREET  
 11TH FLOOR  
 NEW YORK, NY 10018  
 TEL: 212 693 9000  
 FAX: 212 693 9001  
 WWW.HNNARCHITECTS.COM

RIEDMAN PARKER STREET

3 PARKER STREET  
 FAIRPORT, NEW YORK

REVISIONS:  
 1. 11/14/13  
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 99. 11/14/13  
 100. 11/14/13

DATE: 11-14-13  
 ROOF LEVEL PLAN

DRAWING TITLE:

SHEET NO:

PROJECT NO: R-270

ROOF LEVEL PLAN  
 SCALE: 1/4" = 1'-0"

1  
 A13



NOTE: REFER TO COVER SHEET FOR FLOOR PLAN GENERAL NOTES





## LIMITED WARRANTY

**WARRANTOR:** The Warrantor \_\_\_\_\_ is the Seller identified in the RESIDENTIAL CONSTRUCTION AND PURCHASE CONTRACT ("Contract") to which this LIMITED WARRANTY is appended, with an address of \_\_\_\_\_.

**HOME WARRANTED:** The Dwelling warranted is the Dwelling constructed by the Seller as identified in the Contract.

**TO WHOM WARRANTED:** The Dwelling is warranted to the person or persons identified as the Buyers in the Contract.

**WARRANTY DATE:** This Limited Warranty is effective upon transfer of title to or possession by the Buyer or Buyer's agent, whichever is earlier (Warranty Date).

**THIS LIMITED WARRANTY EXCLUDES ALL OTHER WARRANTIES ON THE CONSTRUCTION AND SALE OF THE DWELLING AND ITS COMPONENTS, BOTH EXPRESS AND IMPLIED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. THIS LIMITED WARRANTY IS MADE PURSUANT TO GENERAL BUSINESS LAW §777-b AND EXCLUDES/MODIFIES THE HOUSING MERCHANT IMPLIED WARRANTY SET FORTH IN GENERAL BUSINESS LAW §777-a**

**SELLER'S LIMIT OF TOTAL AGGREGATE LIABILITY:**

The maximum total aggregate liability of the Seller under this Limited Warranty shall be equal to a maximum of \_\_\_\_\_ percent of the full contract price of the Property (as defined in the Contract) paid by the Buyer to the Seller for the first year of warranty coverage and \_\_\_\_\_ percent in years 2 through 6.

**CONSEQUENTIAL DAMAGES:**

This Limited Warranty excludes all consequential and incidental damages, except as otherwise required by New York State law.

1. **TO WHOM GIVEN.** This Limited Warranty is extended solely to the Buyer named in the Contract and solely during the time the Buyer owns the Property. It does not extend to subsequent owners of the Property or to other persons.

2. **BY WHOM MADE.** This Limited Warranty is made exclusively by the Seller whose name and address appear on the Contract.

3. **FINAL INSPECTION OF DWELLING.** Before the Buyer moves into the Dwelling or accepts the deed, the Seller will set up an appointment for final inspection of the Dwelling with the Buyer. The purpose of this final inspection is to discover any defects or flaws of a visible or obvious nature – such as cracks, chips, dents, stains, or marks – that may have occurred during the final stages in finishing the Dwelling, or any unfinished work caused by circumstances beyond the Seller's control.

All defects or flaws found on final inspection of the Dwelling will be itemized on a **FINAL INSPECTION BEFORE POSSESSION** Sheet, which will be signed by the Buyer and the Seller before occupancy of the Dwelling or transfer of title.

The purpose of the Limited Warranty is to identify the Seller's responsibilities for construction defects of a latent or hidden kind that would not have been found or disclosed on final inspection of the Dwelling.

The Seller's responsibility is limited to:

a. Completion of items shown on the FINAL INSPECTION BEFORE POSSESSION Sheet, as provided in said Sheet; and

b. Performance of warranty obligations under the provisions of this Limited Warranty, as set out below.

**4. WARRANTY COVERAGE AND PERIODS.** The Warranty Period for all coverage begins on the Warranty Date, which shall be conclusive for all purposes. The Warranty Date is the date that the Buyer takes title to the Dwelling, or the Buyer or any person authorized by the Buyer, begins residential occupancy of the Dwelling, whichever date is earlier.

a. **First Year Basic Coverage:** For one year from the Warranty Date, the Dwelling will be free from latent defects that constitute:

(1). Defective workmanship performed by the Seller, an agent of the Seller, or an employee or subcontractor of the Seller;

(2). Defective materials provided by the Seller, an agent of the Seller, or an employee or subcontractor of the Seller; and

(3). Defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by the Seller.

Workmanship, materials and design will be considered to be defective under this Limited Warranty if they fail to meet or exceed the relevant standards and specifications of the New York State Uniform Fire Prevention and Building Code ("Building Code"); or if the Building Code does not provide a relevant specific standard, if they fail to meet or exceed the Residential Construction Performance Guidelines ("Guidelines") attached hereto, and which Guidelines are expressly made a part hereof; or if neither the Building Code nor the Guidelines provide a relevant specific standard, if they fail to meet or exceed locally accepted building practices.

In the case of goods sold incidentally with or included in the sale of the Dwelling, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers, and dryers, workmanship will be considered to be defective if the Seller, an agent of the Seller, or an employee or subcontractor of the Seller, fails to install such goods in accordance with the manufacturer's standards and specifications, and the New York State Uniform Fire Prevention Building Code, or in accordance with the Guidelines, or locally accepted building practices, as applicable. As hereinafter set out (see Exclusions from All Coverage), merchantability, fitness and all other implied warranties with respect to such goods shall be governed by applicable laws and statutes.

b. **Two Year Major Systems Coverage:** For two years from the Warranty Date, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems of the Dwelling which have been installed by the Seller, an agent of the Seller, or an employee or subcontractor of

the Seller, are warranted to be free from latent defects that constitute defective installation by the Seller, an agent of the Seller, or an employee or subcontractor of the Seller.

Installation will be considered to be defective if the workmanship in such installation fails to meet or exceed the relevant standards and specifications of the New York Uniform Fire Prevention and Building Code; or if the Building Code does not provide a relevant specific standard, if it fails to meet or exceed the Guidelines, or if neither the Building Code nor the Guidelines provide a relevant specific standard, if they fail to meet or exceed locally accepted building practices.

The Plumbing System means gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system.

The Electrical System means all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The Heating, Cooling and Ventilation System means all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

All systems are exclusive of appliances, fixtures and items of equipment.

**c. Six Year Major Structural Defect Coverage:** For six years from the Warranty Date, the Dwelling will be free from latent defects that are Major Structural Defects, as defined below, and that constitute:

- (1). defective workmanship performed by the Seller, an agent of the Seller, employee or subcontractor of the Seller;
- (2). defective materials provided by the Seller, an agent of the Seller, employee or subcontractor of the Seller; or
- (3). defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by the Seller.

Workmanship, materials, and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the New York State Uniform Fire Prevention and Building Code; or if the Building Code does not provide a relevant specific standard, if they fail to meet or exceed the Guidelines; or if neither the Building Code nor the Guidelines provide a relevant specific standard, if they fail to meet or exceed locally accepted building practices.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions of the Dwelling caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the Dwelling becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

**5. WARRANTY.** If a defect occurs in an item covered by this Limited Warranty, the Seller will repair, replace or pay the Buyer the reasonable cost of repairing or replacing the defective item (s), within a reasonable time after the Seller's inspection or after the Seller's testing confirms the defect, as provided in Paragraph 7, below. Repair, replacement or payment of the reasonable cost for any Major Structural Defect is further limited to (1) the repair of damage to the Load-bearing portions of the Dwelling which is necessary to restore their load-bearing function, or the reasonable cost thereof; and (2) the repair of those

components of the Dwelling (exclusive of personal property) damaged by the major structural defect which made the Dwelling unsafe, unsanitary or otherwise unlivable, or the reasonable cost thereof. The choice among repair, replacement or payment is solely that of the Seller.

When the Seller finishes repairing or replacing the defect or pays the reasonable cost of doing so, the Seller shall be fully released and discharged from any liability for said defect, and upon the request of the Seller, a full release of all legal obligations with respect to the defect shall be signed by the Buyer and delivered to the Seller.

**6. EXCLUSIONS FROM ALL COVERAGE.** The following are excluded from the Basic Coverage, Major Systems Coverage, and Major Structural Defect Coverage:

**a. Magnuson-Moss Warranty Act.** Except as otherwise provided under FIRST YEAR BASIC coverage, above, this Limited Warranty does not cover manufacturing defects or loss or damage resulting from or to items excluded within the definition of "consumer products" under the Magnuson-Moss Warranty Act, Pb.L. 93-637, 15 U.S.C. 2301, which was signed into law in January 1975. The Act applies to written warranties on tangible personal property which is intended to be attached to or installed in a dwelling, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, furnaces, water heaters, and appliances. Merchantability, fitness, and all other implied warranties with respect to such goods shall be governed by the Magnuson-Moss Warranty Act, the New York Uniform Commercial Code, and other applicable statutes.

**b Defects in Outbuildings and Structures.** This Limited Warranty does not cover defects in landscaping (including sodding, seeding, shrubs, trees and plantings), offsite improvements, or outbuildings and structures not constructed by the Seller, an agent of the Seller, or an employee or the subcontractor of the Seller.

**c. Obvious Defects.** This Limited Warranty does not cover any item of defective workmanship or materials which were obvious during Final Inspection and were not included in the FINAL INSPECTION BEFORE POSSESSION form, including, without limitation, any cracks, chips, dents, stains or marks on kitchen cabinets, plumbing fixtures, electrical fixtures, mirrors, glass, appliances, micas, vinyls, ceramics, painted/stained surfaces, doors, woodwork and carpeting.

**d. Alteration or Modifications.** This Limited Warranty does not cover any item of defective workmanship or materials for any material, system, or work which has been altered, modified, or supplemented in any material way, or which was performed or installed by any person other than the Seller, an agent of the Seller, employee or subcontractor of the Seller.

**e. Consequential Damages.** Except as otherwise required by the law, this Limited Warranty does not cover any injury to persons or damages to personal or real property, in whole or in part, which may be a consequence of, incident to or result from any defect in materials or performance of the work. That is, the Seller is responsible only for correcting the defect, and is not liable for any personal injury or property damages resulting from any such defect.

**f. Other Exclusions from Coverage.**

(1). Loss or damage caused by workmanship performed by any person other than the Seller, an agent of the Seller, or an employee or subcontractor of the Seller;

(2). Loss or damage caused by defective materials supplied by any person other than the Seller, an agent of the Seller, or an employee or subcontractor of the Seller;

(3). Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by the Seller;

(4). After the First Year Basic Coverage, loss or damage caused by non-load bearing concrete floors of basements and concrete floors of attached garages and porches;

(5). Loss or damage of real property which is not part of the Dwelling and which is not included in the purchase price of the Dwelling;

(6). Loss or damage to the extent that is caused or made worse by:

(a). negligence, improper maintenance, or improper operation by anyone other than the Seller, its employees, agents, or subcontractors; or

(b). failure by the Buyer or anyone other than the Seller, Seller's employees, agents, or subcontractors, to comply with the warranty requirements of manufacturers or supplier of appliances, fixtures, or items of equipment; or

(c). failure of the Buyer to give notice to the Seller of any defects or damage within a reasonable time; or

(d). changes in the grading of the ground by anyone other than the Seller, Seller's employees, agents, or subcontractors; or

(e). changes, alterations or additions made to the Dwelling by anyone after the Warranty Date; or

(f). dampness or condensation due to the failure of the Buyer or occupant to maintain adequate ventilation;

(7). Conditions, loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, ground water springs, ground gas emissions, changes not reasonably foreseeable in the underground water table, and generally, caused by or resulting from acts of commission or omission beyond the Seller's control;

(8). Loss or damage caused by the seepage of water, unless caused by a construction defect;

(9). Loss or damage caused by the failure of Buyer to take timely action to minimize any such loss or damage;

(10). Loss or damage caused by insects;

(11). Loss or damage resulting from failure of the Seller to complete construction of the Dwelling, or to complete the construction timely;

(12). Loss or damage caused by or which arises while the Dwelling is being used primarily for nonresidential purposes;

(13). Loss or damage resulting from abnormal loading on floors by the Buyer which exceeds design loads as mandated by the Building Code.

(14). Any condition which does not result in actual physical damage to the Dwelling;

(15). Normal wear and tear and normal deterioration;

(16). Costs of shelter, transportation, food, moving, storage or other expenses associated with or related to any defect, or the repair or replacement of any defect in workmanship, materials or design.

(17). Any claim not filed in a manner set forth below in Paragraph 7, "Step-by-Step Claims Procedures."

**7. STEP-BY-STEP CLAIMS PROCEDURES.** As noted in Paragraph 4, this Limited Warranty has three separate periods of coverage: Defects which are covered for one year; Defects which are covered for two years; and Defects which are covered for six years.

The Buyer may make a claim for a defect at any time during the appropriate period of coverage. Any such claim must be in writing and shall be made on a Notice of Warranty Claim Form provided by the Seller. A sample claim form is attached hereto. If the Seller does not provide such a form, the Buyer's claim must nevertheless be in writing and shall include a description of the defect (referred to herein as Notice of Warranty Claim, or simply Notice of Claim). However, in order for the Buyer to preserve Buyer's rights under this Limited Warranty, the Seller must receive the Notice of Warranty Claim no later than the first business day after the expiration of the warranty coverage under which the claim is made. If the Seller does not receive such Notice of Claim by the specified deadline, the Buyer will forever be barred from making any claim for any defect under this Limited Warranty for which the coverage period expired.

The Notice of Claim must be made by personal delivery or United States certified mail, and shall be deemed to have been received either at the time of personal delivery or in the case of mail, as of the date of first attempted delivery at the address of the Seller and in the manner provided herein.

**IT IS EMPHASIZED THAT RECEIPT BY THE SELLER OF NOTICE OF WARRANTY CLAIM ON A TIMELY BASIS AS PROVIDED ABOVE IS A NECESSARY CONDITION TO PROTECT THE BUYER'S RIGHTS TO WARRANTY PERFORMANCE UNDER THIS LIMITED WARRANTY.**

No steps taken by the Seller, Buyer or any other person to inspect, test or correct defects will extend any time period under this Limited Warranty. The Seller's response to any complaint or request, other than a timely and properly completed Notice of Warranty Claim, will not impair, prejudice or otherwise affect any right of the Seller, including but not limited to the Seller's right to receive a timely and properly completed Notice of Warranty Claim.

The term "correct the defect" as used herein shall mean that the Seller may, at its option, repair the defect or replace the defective item or pay the Buyer the reasonable cost of such repair or replacement.

The Buyer shall follow the following claim procedure for each separate defect which the Buyer claims is covered under this Limited Warranty:

a. The Buyer shall give Notice of Claim to the Seller, to be received by the Seller not later than the first business day after the expiration of the appropriate warranty period under which the claim is made, by written Notice of Warranty Claim.



b. The Seller shall have thirty (30) days from the date it receives Notice of Claim, not counting the day the notice is received, within which to inspect and/or test that part of the Dwelling for which the claim is made, and within a reasonable time not to exceed thirty (30) days from the date of such inspection and/or test (weather permitting and assuming required materials are available) within which to correct the defects for which notice was received. The Buyer or other occupants of the Dwelling must provide reasonable access to the Seller and its agents during normal business hours, for the purpose of such inspection, testing and corrective work. Failure by the Buyer to provide such reasonable access to the Seller will extend the time within which to perform the work.

c.. In the event:

(1). The Seller denies the claim or fails to make such inspection or tests within said thirty (30) days, although reasonable access was provided to the Seller for such inspection; or

(2). If so Inspected or tested, the Seller fails to correct the defect within a reasonable time not to exceed thirty (30) days (weather permitting and assuming required materials are available), although reasonable access was provided to the Seller for the performance of the corrective work; or

(3). The Seller has corrected the defect and the Buyer is unsatisfied with the corrective action;

then, within thirty (30) days following any such event, but in no event later than six months following receipt by the Seller of the Notice of Claim, regardless of the denial of the claim or status of the corrective work or lack thereof in order to preserve Buyer's rights, the Buyer must commence, and diligently pursue the step-by-step dispute proceeding outlined in the paragraph (d) below (the "Dispute Proceeding").

d. The Buyer agrees to first pursue mediation administered by the American Arbitration Association under its Home Construction Mediation Procedures. If a party fails to respond to a written request for mediation within thirty (30) days after service of such request or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issue in dispute. If mediation does not result in settlement of the dispute within thirty (30) days after the initial mediation conference or if a party has waived its right to mediate the issues in dispute, then any unresolved claim, dispute or other matter in question arising out of or related to this Limited Warranty, or the breach thereof, shall be settled by either party commencing an action in any court having jurisdiction thereof, unless, in the alternative, the parties agree to binding arbitration, which would be administered by the American Arbitration Association under its Home Construction Arbitration Rules in effect at the time of the arbitration. The demand for mediation and/or arbitration, as applicable, shall be filed in writing with the other party to the Limited Warranty and with the American Arbitration Association. In no event shall the demand for mediation and/or arbitration, as applicable, be made after the date when institution of legal or equitable procedures based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Any fees and expenses for the Dispute Proceeding shall be paid in accordance with the American Arbitration Association's Home Construction Mediation Procedures or Home Construction Arbitration Rules, as applicable.

8. **EXCLUSIVE REMEDY.** The Seller and Buyer agree that the procedures described in Paragraph 7 set forth the Buyer's sole and exclusive means of obtaining a remedy pursuant to the terms of this Limited Warranty. Any controversy or claim arising out of or related to this

Limited Warranty, or the breach thereof, if settled by either mediation or arbitration administered by the American Arbitration Association under its Home Construction Mediation Procedures or Arbitration Rules, as applicable, shall have the judgment on the award rendered by the arbitrator(s) entered in any court having jurisdiction thereof.

**9. GENERAL PROVISIONS.**

a. This Limited Warranty may not be changed or amended in any way except in writing signed by both parties.

b. This Limited Warranty shall be binding upon and inure to the Buyer and the Buyer's heirs, executors or administrators, and the Seller, and the Seller's heirs, successors, and assigns.

c. Should any provision of the Limited Warranty be determined unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability of the remaining provisions.

d. This Limited Warranty is to be governed under the laws of New York State.

e. Use of one gender in this Limited Warranty includes both genders, and use of the singular includes the plural, as may be appropriate.

Last update: July 2010

**NOTICE OF WARRANTY CLAIM FORM**

Dear Buyer:

To ask the Seller to correct a defect in your Dwelling that you think is covered by the Limited Warranty, you must complete this form and deliver it to the Seller. This is necessary to protect your rights to warranty performance under the Limited Warranty. Even if you believe that the Seller is aware of the problem, fill out this form and deliver it to the Seller.

The information you will need to fill out the form will be on Page One of the Limited Warranty. However, if you do not know the answers to any questions, write "Not Known". Please do not leave any item blank.

Owner's Names: \_\_\_\_\_  
Address of Dwelling Warranted: \_\_\_\_\_  
\_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Work or Day Phone: \_\_\_\_\_  
Warranty Date: \_\_\_\_\_

Describe the defect(s) which you think are covered by the Limited Warranty. Be sure to include when each defect first occurred or when you first noticed it. Use additional sheets, as necessary, to fully describe the problem:

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

the Seller, are warranted to be free from latent defects that constitute defective installation by the Seller, an agent of the Seller, or an employee or subcontractor of the Seller.

Installation will be considered to be defective if the workmanship in such installation fails to meet or exceed the relevant standards and specifications of the New York Uniform Fire Prevention and Building Code; or if the Building Code does not provide a relevant specific standard, if it fails to meet or exceed the Guidelines, or if neither the Building Code nor the Guidelines provide a relevant specific standard, if they fail to meet or exceed locally accepted building practices.

The Plumbing System means gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system.

The Electrical System means all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The Heating, Cooling and Ventilation System means all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

All systems are exclusive of appliances, fixtures and items of equipment.

**c. Six Year Major Structural Defect Coverage:** For six years from the Warranty Date, the Dwelling will be free from latent defects that are Major Structural Defects, as defined below, and that constitute:

(1). defective workmanship performed by the Seller, an agent of the Seller, employee or subcontractor of the Seller;

(2). defective materials provided by the Seller, an agent of the Seller, employee or subcontractor of the Seller; or

(3). defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by the Seller.

Workmanship, materials, and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the New York State Uniform Fire Prevention and Building Code; or if the Building Code does not provide a relevant specific standard, if they fail to meet or exceed the Guidelines; or if neither the Building Code nor the Guidelines provide a relevant specific standard, if they fail to meet or exceed locally accepted building practices.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions of the Dwelling caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the Dwelling becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

**5. WARRANTY.** If a defect occurs in an item covered by this Limited Warranty, the Seller will repair, replace or pay the Buyer the reasonable cost of repairing or replacing the defective item (s), within a reasonable time after the Seller's inspection or after the Seller's testing confirms the defect, as provided in Paragraph 7, below. Repair, replacement or payment of the reasonable cost for any Major Structural Defect is further limited to (1) the repair of damage to the Load-bearing portions of the Dwelling which is necessary to restore their load-bearing function, or the reasonable cost thereof; and (2) the repair of those

components of the Dwelling (exclusive of personal property) damaged by the major structural defect which made the Dwelling unsafe, unsanitary or otherwise unlivable, or the reasonable cost thereof. The choice among repair, replacement or payment is solely that of the Seller.

When the Seller finishes repairing or replacing the defect or pays the reasonable cost of doing so, the Seller shall be fully released and discharged from any liability for said defect, and upon the request of the Seller, a full release of all legal obligations with respect to the defect shall be signed by the Buyer and delivered to the Seller.

**6. EXCLUSIONS FROM ALL COVERAGE.** The following are excluded from the Basic Coverage, Major Systems Coverage, and Major Structural Defect Coverage:

**a. Magnuson-Moss Warranty Act.** Except as otherwise provided under FIRST YEAR BASIC coverage, above, this Limited Warranty does not cover manufacturing defects or loss or damage resulting from or to items excluded within the definition of "consumer products" under the Magnuson-Moss Warranty Act, P.b.L. 93-637, 15 U.S.C. 2301, which was signed into law in January 1975. The Act applies to written warranties on tangible personal property which is intended to be attached to or installed in a dwelling, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, furnaces, water heaters, and appliances. Merchantability, fitness, and all other implied warranties with respect to such goods shall be governed by the Magnuson-Moss Warranty Act, the New York Uniform Commercial Code, and other applicable statutes.

**b. Defects in Outbuildings and Structures.** This Limited Warranty does not cover defects in landscaping (including sodding, seeding, shrubs, trees and plantings), offsite improvements, or outbuildings and structures not constructed by the Seller, an agent of the Seller, or an employee or the subcontractor of the Seller.

**c. Obvious Defects.** This Limited Warranty does not cover any item of defective workmanship or materials which were obvious during Final Inspection and were not included in the FINAL INSPECTION BEFORE POSSESSION form, including, without limitation, any cracks, chips, dents, stains or marks on kitchen cabinets, plumbing fixtures, electrical fixtures, mirrors, glass, appliances, micas, vinyls, ceramics, painted/stained surfaces, doors, woodwork and carpeting.

**d. Alteration or Modifications.** This Limited Warranty does not cover any item of defective workmanship or materials for any material, system, or work which has been altered, modified, or supplemented in any material way, or which was performed or installed by any person other than the Seller, an agent of the Seller, employee or subcontractor of the Seller.

**e. Consequential Damages.** Except as otherwise required by the law, this Limited Warranty does not cover any injury to persons or damages to personal or real property, in whole or in part, which may be a consequence of, incident to or result from any defect in materials or performance of the work. That is, the Seller is responsible only for correcting the defect, and is not liable for any personal injury or property damages resulting from any such defect.

**f. Other Exclusions from Coverage.**

(1). Loss or damage caused by workmanship performed by any person other than the Seller, an agent of the Seller, or an employee or subcontractor of the Seller;

(2). Loss or damage caused by defective materials supplied by any person other than the Seller, an agent of the Seller, or an employee or subcontractor of the Seller;

(3). Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by the Seller;

(4). After the First Year Basic Coverage, loss or damage caused by non-load bearing concrete floors of basements and concrete floors of attached garages and porches;

(5). Loss or damage of real property which is not part of the Dwelling and which is not included in the purchase price of the Dwelling;

(6). Loss or damage to the extent that is caused or made worse by:

(a). negligence, improper maintenance, or improper operation by anyone other than the Seller, its employees, agents, or subcontractors; or

(b). failure by the Buyer or anyone other than the Seller, Seller's employees, agents, or subcontractors, to comply with the warranty requirements of manufacturers or supplier of appliances, fixtures, or items of equipment; or

(c). failure of the Buyer to give notice to the Seller of any defects or damage within a reasonable time; or

(d). changes in the grading of the ground by anyone other than the Seller, Seller's employees, agents, or subcontractors; or

(e). changes, alterations or additions made to the Dwelling by anyone after the Warranty Date; or

(f). dampness or condensation due to the failure of the Buyer or occupant to maintain adequate ventilation;

(7). Conditions, loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, ground water springs, ground gas emissions, changes not reasonably foreseeable

in the underground water table, and generally, caused by or resulting from acts of commission or omission beyond the Seller's control;

(8). Loss or damage caused by the seepage of water, unless caused by a construction defect;

(9). Loss or damage caused by the failure of Buyer to take timely action to minimize any such loss or damage;

(10). Loss or damage caused by insects;

(11). Loss or damage resulting from failure of the Seller to complete construction of the Dwelling, or to complete the construction timely;

(12). Loss or damage caused by or which arises while the Dwelling is being used primarily for nonresidential purposes;

(13). Loss or damage resulting from abnormal loading on floors by the Buyer which exceeds design loads as mandated by the Building Code.

(14). Any condition which does not result in actual physical damage to the Dwelling;

(15). Normal wear and tear and normal deterioration;

(16). Costs of shelter, transportation, food, moving, storage or other expenses associated with or related to any defect, or the repair or replacement of any defect in workmanship, materials or design.

(17). Any claim not filed in a manner set forth below in Paragraph 7, "Step-by-Step Claims Procedures."

**7. STEP-BY-STEP CLAIMS PROCEDURES.** As noted in Paragraph 4, this Limited Warranty has three separate periods of coverage: Defects which are covered for one year; Defects which are covered for two years; and Defects which are covered for six years.

The Buyer may make a claim for a defect at any time during the appropriate period of coverage. Any such claim must be in writing and shall be made on a Notice of Warranty Claim Form provided by the Seller. A sample claim form is attached hereto. If the Seller does not provide such a form, the Buyer's claim must nevertheless be in writing and shall include a description of the defect (referred to herein as Notice of Warranty Claim, or simply Notice of Claim). However, in order for the Buyer to preserve Buyer's rights under this Limited Warranty, the Seller must receive the Notice of Warranty Claim no later than the first business day after the expiration of the warranty coverage under which the claim is made. If the Seller does not receive such Notice of Claim by the specified deadline, the Buyer will forever be barred from making any claim for any defect under this Limited Warranty for which the coverage period expired.

The Notice of Claim must be made by personal delivery or United States certified mail, and shall be deemed to have been received either at the time of personal delivery or in the case of mail, as of the date of first attempted delivery at the address of the Seller and in the manner provided herein.

**IT IS EMPHASIZED THAT RECEIPT BY THE SELLER OF NOTICE OF WARRANTY CLAIM ON A TIMELY BASIS AS PROVIDED ABOVE IS A NECESSARY CONDITION TO PROTECT THE BUYER'S RIGHTS TO WARRANTY PERFORMANCE UNDER THIS LIMITED WARRANTY.**

No steps taken by the Seller, Buyer or any other person to inspect, test or correct defects will extend any time period under this Limited Warranty. The Seller's response to any complaint or request, other than a timely and properly completed Notice of Warranty Claim, will not impair, prejudice or otherwise affect any right of the Seller, including but not limited to the Seller's right to receive a timely and properly completed Notice of Warranty Claim.

The term "correct the defect" as used herein shall mean that the Seller may, at its option, repair the defect or replace the defective item or pay the Buyer the reasonable cost of such repair or replacement.

The Buyer shall follow the following claim procedure for each separate defect which the Buyer claims is covered under this Limited Warranty:

a. The Buyer shall give Notice of Claim to the Seller, to be received by the Seller not later than the first business day after the expiration of the appropriate warranty period under which the claim is made, by written Notice of Warranty Claim.

b. The Seller shall have thirty (30) days from the date it receives Notice of Claim, not counting the day the notice is received, within which to inspect and/or test that part of the Dwelling for which the claim is made, and within a reasonable time not to exceed thirty (30) days from the date of such inspection and/or test (weather permitting and assuming required materials are available) within which to correct the defects for which notice was received. The Buyer or other occupants of the Dwelling must provide reasonable access to the Seller and its agents during normal business hours, for the purpose of such inspection, testing and corrective work. Failure by the Buyer to provide such reasonable access to the Seller will extend the time within which to perform the work.

c.. In the event:

(1). The Seller denies the claim or fails to make such inspection or tests within said thirty (30) days, although reasonable access was provided to the Seller for such inspection; or

(2). If so inspected or tested, the Seller fails to correct the defect within a reasonable time not to exceed thirty (30) days (weather permitting and assuming required materials are available), although reasonable access was provided to the Seller for the performance of the corrective work; or

(3). The Seller has corrected the defect and the Buyer is unsatisfied with the corrective action;

then, within thirty (30) days following any such event, but in no event later than six months following receipt by the Seller of the Notice of Claim, regardless of the denial of the claim or status of the corrective work or lack thereof in order to preserve Buyer's rights, the Buyer must commence, and diligently pursue the step-by-step dispute proceeding outlined in the paragraph (d) below (the "Dispute Proceeding").

d. The Buyer agrees to first pursue mediation administered by the American Arbitration Association under its Home Construction Mediation Procedures. If a party fails to respond to a written request for mediation within thirty (30) days after service of such request or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issue in dispute. If mediation does not result in settlement of the dispute within thirty (30) days after the initial mediation conference or if a party has waived its right to mediate the issues in dispute, then any unresolved claim, dispute or other matter in question arising out of or related to this Limited Warranty, or the breach thereof, shall be settled by either party commencing an action in any court having jurisdiction thereof, unless, in the alternative, the parties agree to binding arbitration, which would be administered by the American Arbitration Association under its Home Construction Arbitration Rules in effect at the time of the arbitration. The demand for mediation and/or arbitration, as applicable, shall be filed in writing with the other party to the Limited Warranty and with the American Arbitration Association. In no event shall the demand for mediation and/or arbitration, as applicable, be made after the date when institution of legal or equitable procedures based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Any fees and expenses for the Dispute Proceeding shall be paid in accordance with the American Arbitration Association's Home Construction Mediation Procedures or Home Construction Arbitration Rules, as applicable.

8. **EXCLUSIVE REMEDY.** The Seller and Buyer agree that the procedures described in Paragraph 7 set forth the Buyer's sole and exclusive means of obtaining a remedy pursuant to the terms of this Limited Warranty. Any controversy or claim arising out of or related to this



Limited Warranty, or the breach thereof, if settled by either mediation or arbitration administered by the American Arbitration Association under its Home Construction Mediation Procedures or Arbitration Rules, as applicable, shall have the judgment on the award rendered by the arbitrator(s) entered in any court having jurisdiction thereof.

**9. GENERAL PROVISIONS.**

a. This Limited Warranty may not be changed or amended in any way except in writing signed by both parties.

b. This Limited Warranty shall be binding upon and inure to the Buyer and the Buyer's heirs, executors or administrators, and the Seller, and the Seller's heirs, successors, and assigns.

c. Should any provision of the Limited Warranty be determined unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability of the remaining provisions.

d. This Limited Warranty is to be governed under the laws of New York State.

e. Use of one gender in this Limited Warranty includes both genders, and use of the singular includes the plural, as may be appropriate.

Last update: July 2010

**NOTICE OF WARRANTY CLAIM FORM**

Dear Buyer:

To ask the Seller to correct a defect in your Dwelling that you think is covered by the Limited Warranty, you must complete this form and deliver it to the Seller. This is necessary to protect your rights to warranty performance under the Limited Warranty. Even if you believe that the Seller is aware of the problem, fill out this form and deliver it to the Seller.

The information you will need to fill out the form will be on Page One of the Limited Warranty. However, if you do not know the answers to any questions, write "Not Known". Please do not leave any item blank.

Owner's Names: \_\_\_\_\_

Address of Dwelling  
Warranted: \_\_\_\_\_

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

Work or Day Phone: \_\_\_\_\_

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

Describe the defect(s) which you think are covered by the Limited Warranty. Be sure to include when each defect first occurred or when you first noticed it. Use additional sheets, as necessary, to fully describe the problem:

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

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

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

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



**DECLARATION**

**ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES LOCATED AT 3, 5 & 7 PARKER STREET IN THE VILLAGE OF FAIRPORT, TOWN OF PERINTON, COUNTY OF MONROE, STATE OF NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.**

**NAME:** PARKER STREET CONDOMINIUM

**SPONSOR:** 3 PARKER LLC  
45 EAST AVENUE  
ROCHESTER, NEW YORK 14604

**DATE OF DECLARATION:** \_\_\_\_\_, 2021

**ATTORNEYS FOR SPONSOR**

**WOODS OVIATT GILMAN LLP**

Kelley Ross Brown, Esq.  
Office and Post Office Address  
1900 Bausch & Lomb Place  
Rochester, New York 14604  
Telephone: (585) 987-2800

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## DECLARATION

**3 Parker LLC** with offices at 45 East Avenue, Rochester, New York 14604 (hereinafter referred to as the “**Sponsor**”), hereby declares:

### **I. SUBMISSION OF PROPERTY**

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

### **II. DESCRIPTION OF PROPERTY**

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

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Village of Fairport, County of Monroe and State of New York, as more particularly described in Exhibit A, attached hereto and made a part hereof.

### **III. DESCRIPTION OF BUILDING**

The Building which is located on the land of the Condominium consists of a three story building containing three (3) single family residences to be built on the premises known as 3, 5 & 7 Parker Street, Fairport, New York 14450. Each of the three (3) units will have an attached two-car garage. There will additional surface parking spaces on the driveway of each home on the Property. The Building will be of masonry and wood construction with stone and cement board exteriors. Each Unit will have a patio, balconies and a rooftop deck. There is no basement. The Building is approximately 8,148 square feet. The Units will contain a great room, kitchen, dining area, laundry room, two and one-half bathrooms, two bedrooms, and storage areas.

### **IV. NAME OF CONDOMINIUM**

This Condominium is to be known as **PARKER STREET CONDOMINIUM**.

### **V. UNITS**

Attached as Exhibit B is a list of Units, their designations, sizes and percentage of common interest of each in the Common Elements. The Common Elements to which each has immediate

access are all as shown on the floor plans filed in the Monroe County Clerk's Office simultaneously herewith.

## **VI. DIMENSION OF UNITS**

Each Unit consists of the area contained within the horizontal boundaries of the exterior surface of the gypsum drywall separating such Unit from other Units or Common Elements, and within the vertical boundaries of the surface of the masonry floor on the first level of the Unit to the upper surface of the third floor ceiling. The exterior doors, windows, and casings are also a part of the Unit.

## **VII. USE OF UNITS**

The Units will be used for one-family residential purposes only. However, no short term leases of fewer than twelve (12) months in duration shall be made in the Units. No seasonal, Air BnB, or similar rentals shall be allowed. No subletting of units shall be permitted.

## **VIII. COMMON ELEMENTS**

The Common Elements consist of the entire Property except the Units, including without limitation, the following:

- A. The land described in Article II of this Declaration and any easements rights appurtenant thereto;
- B. All foundations, columns, girders, beams, and supports.
- C. All portions of the exterior walls beyond the exterior surface of the gypsum drywall; all portions of the walls and partitions separating a Unit from other Units located beyond the exterior surface of the gypsum drywall enclosing the Unit; and the space between the upper surface of the ceiling of the Units and the roof of the Building.
- D. Roof and truss system supporting the same.
- E. All yards, walks, grassy area, and other areas used in connection therewith.
- F. All installations for services utilized such as gas, electricity, fire alarm system, telephone, television, hot and cold water (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in the Units), and any mechanical equipment spaces.
- G. All other parts of the Property and all apparatus and installations existing in the Building and on the Property for common use or necessary or convenient to the existence, maintenance, or safety of the Property.

## **IX. LIMITED COMMON ELEMENTS**

The Limited Common Elements in the Condominium are as follows: driveways in front of the garage door, patio, balconies, and roof-top decks.

## **X. DETERMINATION OF PERCENTAGES IN COMMON ELEMENTS**

The percentages of interest of the respective Units in the Common Elements will be equal, subject to rounding. In accordance with New York Real Property Law §339-m, special allocations of common expenses may be made based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners in a manner different from common expenses.

## **XI. ENCROACHMENTS**

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction of any other Unit, or as a result of the construction of the Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building or by reason of the repair and/or restoration by the Board of Managers of the Building, any Unit, or the Common Elements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the Building shall stand. In the event the Building, a Unit, any adjoining Unit, or any adjoining Common Element shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the structure shall stand.

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

A. Each Unit Owner shall have an easement in common with the owners of all other Units to use the Common Elements located on the Property.

B. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair, or replace the Common Elements of the Property.

## **XIII. EASEMENTS**

Sponsor, during construction and marketing of the Property, reserves the rights to:

- 1) grant utility easements to others affecting the Property;
- 2) use the Common Elements for ingress and egress for itself, its agents and prospective purchasers;



- 3) connect to any utility lines on the Property to service adjacent lands it may own; and
- 4) to grant to itself or others easements needed for the development of the Property. Sponsor shall repair any damage to the Property caused by the exercise of these rights and shall indemnify the Condominium for any liabilities arising from Sponsor's acts.

The above Section cannot be amended without Sponsor's consent so long as Sponsor owns any Unit held for sale.

#### **XIV. POWER OF ATTORNEY TO BOARD OF MANAGERS**

Each Unit Owner shall grant to the persons who shall, from time to time, constitute the Board of Managers an irrevocable power of attorney, coupled with an interest, to acquire title to any Unit whose owner desires to surrender the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto (other than for the election of members of the Board of Managers), or otherwise deal with any such Unit so acquired by the Board of Managers. Such power of attorney shall also permit certain amendments of the Declaration and By-Laws as may be required by lenders, municipal agencies or title companies.

#### **XV. ACQUISITION OF UNITS BY BOARD OF MANAGERS**

In the event any Unit Owner shall surrender his Unit, together with (a) the undivided interest in the Common Elements appurtenant thereto; (b) the interest of such Unit Owner in any other Units acquired by the Board of Managers, or its designees on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such owner in any other assets of the Condominium (hereinafter collectively called the "**Appurtenant Interests**") pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale a Unit, together with the Appurtenant Interests, title to such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

#### **XVI. PERSON TO RECEIVE SERVICE**

David J. Riedman, 45 East Avenue, Rochester, New York 14604 is hereby designated to receive service of process in any action which may be brought against the Condominium. Alternatively, the Secretary of State may be served as agent of the Board of Managers. Such service may be made by personally serving the Secretary of State or deputy or any other person authorized by the Secretary of State to receive such service at the Office of the Department of State in the City of Albany, New York together with the statutory fee, which shall be a taxable disbursement.

Service of process in this manner shall be complete when the Secretary of State is so served. The Secretary of State shall promptly send a copy by certified mail, return receipt requested to such Board of Managers at the post office address on file in the Department of State, specified for such purpose.

## **XVII. UNITS SUBJECT TO DECLARATION, BY-LAWS, AND RULES AND REGULATIONS**

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

## **XVIII. BORROWING BY BOARD OF MANAGERS**

The Board of Managers, on behalf of the Unit Owners, may incur debt to provide for maintenance, repairs, additions, improvements, replacements, working capital, bad debts, unpaid Common Expenses, depreciation, obsolescence, and similar purposes, provided that (a) no lien to secure repayment of any sum borrowed may be created on any Unit and its appurtenant interest in the Common Elements without the written consent of the owner of said Unit and (b) the incurrence of such debt, if over \$25,000 shall require the consent of a majority in Common Interest of the Unit Owners.

The Board of Managers, in connection of such debt, (a) assigns the rights in and to receive future income and Common Charges, (b) creates a security interest in, pledges, mortgages, or otherwise encumbers funds or other real or personal property that it holds, (c) agrees that, subject to Section 339-1 (2) of the Real Property Law of the State of New York, all Common Charges received and to be received by it and the right to receive such funds shall constitute trust funds for the purpose of paying such debt and the same shall be expended for such purpose before expending any part of the same for any other purpose; and (d) agrees that at lender's discretion, it will increase Common Charges to the extent necessary to pay any amount when due under any of the provisions of the agreements under which the debt was incurred.

## **XIX. RENTS**

If a non-occupying Unit Owner rents his Unit and then fails to pay Common Charges, assessments, or late fees within sixty (60) days after they are due, upon notice, all rental payments from the tenant shall be directly payable to the Condominium Association. The Board of Managers shall give written notice to the tenant and Unit Owner that all rents are to be made payable to the

Board of Managers until all payments for Common Charges, assessments, or late fees are current. Once current, the Board of Managers shall notify the tenant that rents should once again be paid to the Unit Owner. A non-occupying owner who disputes the Board of Managers' claim to rental payments may present facts supporting that position at the next meeting of the Board of Managers, which must be held within thirty (30) days of the date the Board of Managers is notified that the owner disputes such claim.

## **XX. AMENDMENT TO DECLARATION**

A. This Declaration may be amended by the vote of 66.66% in number and in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded in the Office of the Clerk of the County of Monroe.

B. Anything to the contrary notwithstanding, the Board of Managers shall, at the request of the Sponsor, execute amendments to this Declaration as may be required by lenders, title companies or municipal agencies so long as the Common Interest of any sold Unit is unaffected.

C. No Amendment shall be made without Sponsor's consent while the Sponsor continues to own any Units.

D. The Sponsor may file amendments without the approval of Unit owners to correct errors and omissions and to amend floor plans on unsold Units.

E. Any proposed amendment which would be materially adverse to first mortgagees of Units must be approved by fifty-one percent (51%) of the mortgagees of the Units with first mortgages. The Board of Managers shall give notice of proposed amendments to those mortgagees appearing in its records by certified mail, return receipt requested. If no response is received within sixty (60) days from the date the notice is received, it shall be assumed that the mortgagee consents to the proposed amendment.

## **XXI. INVALIDITY**

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration, and in such event, all the other provisions of this Declaration shall continue in full force and effect.

## **XXII. TERMINATION**

The Condominium shall not be terminated or abandoned except as provided by law. In addition to requirements of law, if the termination follows substantial destruction or after

condemnation, it must have the consent of first mortgagees representing fifty-one percent (51%) of the votes of the Units having first mortgages.

**XXIII. WAIVER**

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

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IN WITNESS WHEREOF, the Sponsor has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**3 PARKER LLC**

By: \_\_\_\_\_  
**David J. Riedman, Sole Member**

STATE OF NEW YORK     )  
  ) SS:  
COUNTY OF MONROE    )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020 before me, the undersigned, personally appeared David J. Riedman 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**

## EXHIBIT A

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Village of Fairport, Town of Perinton, County of Monroe and State of New York, being part of Town Lot No. 41 in Township 12, Range 4 of the Phelps and Gorham Purchase and bounded and described as follows:

Beginning at a point in the center line of Parker Street (33.00 foot wide right-of-way), said point being 97.06 south of the intersection of the center line of Liftbridge Lane East with the center line of Parker Street;

thence (1) Southerly and along the center line of said Parker Street a distance of 95.64 feet to a point;

thence (2) Easterly and forming an interior angle of  $86^{\circ} 32' 25''$  with course #1 and along the lands of the New York State Barge Canal System a distance of 150.83 feet to a point;

thence (3) Northerly and forming an interior angle of  $93^{\circ} 09' 16''$  with course #2 a distance of 61.04 feet to a point;

thence (4) Westerly and forming an interior angle of  $93^{\circ} 45' 37''$  with course #3 a distance of 59.46 feet to a point;

thence (5) Northerly and forming an exterior angle of  $93^{\circ} 45' 37''$  with course #4 a distance of 27.40 feet to a point;

thence (6) Westerly and forming an interior angle of  $86^{\circ} 50' 44''$  with course #5 a distance of 90.90 feet to a point in the center line of Parker Street, said point marking the point and place of beginning. Course #6 forms an interior angle of 93 degrees 27' 35" with course #1.

All as shown on a Survey Map made by David M. Paonessa, L.S., P.C., dated March 23, 2017, being File No. 10016.

**EXHIBIT B**  
**Parker Street Condominium**

Unit Designation	Square Footage	Common Interest %
<b>3 Parker Street</b>	<b>2533</b>	<b>33.33</b>
<b>5 Parker Street</b>	<b>2691</b>	<b>33.33</b>
<b>7 Parker Street</b>	<b>2924</b>	<b>33.33</b>





**BY-LAWS**  
**OF**  
**PARKER STREET CONDOMINIUM**

**ARTICLE I**

**PLAN OF CONDOMINIUM UNIT OWNERSHIP**

**Section 1. Condominium Ownership.** By recordation of the Declaration dated \_\_\_\_\_, 2021, establishing a plan of condominium ownership for Parker Street Condominium (the "Condominium"), that certain piece or parcel of land with the improvements erected or to be erected thereon located at 3, 5 & 7 Parker Street, in the Village of Fairport, County of Monroe, and State of New York, consisting of approximately .25 acres, has been submitted to condominium ownership pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York.

**Section 2. Applicability of By-Laws.** The provisions of these By-Laws are applicable and binding upon the Condominium Property and every Unit Owner, tenant or occupant.

**Section 3. Personal Application.** All present or future Unit Owners, mortgagees, lessees or their employees, or any person that may use the facilities of the Condominium in any manner whatsoever, are subject to these By-Laws, the Declaration, and any rules or regulations established by the Board of Managers. The mere ownership or occupancy of a Unit will constitute a ratification and acceptance of, and a representation by such Owner or occupant that he will comply with, these By-Laws.

**ARTICLE II**

**VOTING, MAJORITY OF OWNERS, PROXIES AND QUORUM**

**Section 1. Voting.** Each Unit Owner (including the Sponsor and the Board of Managers if either shall then own one or more Units) shall be entitled to cast one (1) vote at all Unit Owner meetings for each percentage of Common Interest owned by such Unit Owner.

**Section 2. Quorum.** At least sixty-six and two thirds percent (66 2/3%) of the total authorized votes of all Unit Owners must be present at all meetings of Unit Owners for the transaction of business. For such purpose, a Unit Owner may be present either in person or by written proxy. If a quorum shall not be present at any meeting of Unit Owners, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice, until a quorum shall be present.

**Section 3. Vote Required to Transact Business.** Upon the convening of a quorum at any meeting of Unit Owners, the vote of a majority in Common Interest of Unit Owners present in person or by written proxy shall decide any question properly before such meeting, except:

A. A change in the interest in the Common Elements shall require unanimous consent of all Unit Owners.

B. Amendment of these By-Laws shall be by the vote of not less than 66.66% in number and Common Interest of all Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws.

**Section 4. Proxies.** All proxies must be in writing and be filed with the Secretary before the appointed time of the meeting.

**Section 5. Place of Meeting.** Meetings shall be held at such places as shall be convenient to all Unit Owners as may be designated by the Board of Managers.

### ARTICLE III

#### ADMINISTRATION

**Section 1. Annual Meetings.** After all Units shall have been conveyed by the Sponsor or five (5) years after the date of the first closing, whichever is sooner, the Unit Owners shall be entitled to hold their first annual meeting. Thereafter, annual meetings shall be held on the anniversary date of the first annual meeting, or within thirty (30) days before or after such date.

**Section 2. Special Meetings.** The President shall call special meetings from time to time as the Board of Managers may direct or upon a petition executed by a majority in Common Interest of Unit Owners duly filed with the Secretary. No business shall be transacted at any special meeting, except as stated in a notice of meeting, which the Secretary shall mail, email or deliver personally to each Unit Owner at least ten (10) days before the date of each such special meeting.

**Section 3. Notice of Meetings.** It shall be the duty of the Secretary to serve upon each Unit Owner a notice of each annual meeting or special meeting, stating the time and place where the same is to be held at least ten (10) but not more than fifteen (15) days prior to the date of such meeting. Such notice may be delivered personally, by email or by mail.

**Section 4. Order of Business.** The order of business at all meetings of Unit Owners shall be as follows:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of preceding meeting.
- D. Reports of officers or managers.

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- E. Reports of committees.
- F. Appointment of the Board Managers.
- G. Unfinished business.
- H. New business.

## ARTICLE IV

### BOARD OF MANAGERS

**Section 1. Number and Qualification.** After Sponsor's initial control period of the Board of Managers expires, the Condominium shall be governed by a Board of Managers which shall be composed of three (3) members, one appointed by each Unit Owner. A Board member must be an owner of a Unit or a spouse or domestic partner of the Owner, who all of whom must be unrelated to the Sponsor and its principals. However, Sponsor has designated the first Board of Managers to serve until the first annual meeting of the Unit Owners. That Board will consist of David Riedman, Timothy Foster and Jerold Watkins. David Riedman shall be President, Jerold Watkins shall be Vice President, and Timothy Foster shall be Secretary/Treasurer. At the first annual meeting of Unit Owners following the conveyance of all three Units by Sponsor and the release of the control period by the Sponsor, one Manager shall be appointed by each of the Unit Owners in the manner as set forth above. The term of office of two of the Managers shall be fixed at one (1) year and the term of office of the other Manager shall be fixed at two (2) years. At the expiration of the initial term of office of each respective Manager, his successor shall be appointed to serve a term of two (2) years. The Managers shall hold office until their successors have been elected and hold their first meeting. At all times, each Unit Owner shall have appointed one Manager currently on the Board of Managers. Each member of the Board of Managers shall have one vote.

**Section 2. Powers and Duties.** The Board of Managers shall have the powers and duties necessary for administration of the affairs of the Condominium and may do all such acts and things except as by law or by Declaration or these By-Laws may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

- A. Operation, care, upkeep, and maintenance of the Common Elements;
- B. Determination of the Common Expenses required for the affairs of the Condominium, including, without limitation, operation and maintenance of the Property;
- C. Collection of the Common Charges from the Unit Owners;
- D. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements;

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E. Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property;

F. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefore;

G. Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units surrendered by their Owners to the Board of Managers;

H. Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners;

I. Selling, leasing, mortgaging, voting the votes appurtenant to, or otherwise dealing with Units acquired by the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners;

J. Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners;

K. Obtaining insurance for the Property, including the Units pursuant to the provisions of Article VII, Section 1, hereof;

L. Making of repairs, additions, and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

M. Levying fines against Unit Owners for violation of the Declaration, By-Laws and Rules and Regulations established by it to govern the conduct of the Unit Owners, provided, however, that no fine may be levied in an amount in excess of \$100.00 for any one violation (but for each day a violation continues after notice, it shall be considered a separate violation). Such fines may be collected as if they were Common Charges owed by the Unit(s) against whom the fines were levied. Where a Unit Owner is fined for an infraction of the Declaration, By-Laws or Rules and Regulations and fails to pay the fine within ten (10) days after notification thereof, the Board may levy an additional fine or fines to enforce payment of the initial fine. Where a Unit Owner persists in violating the Declaration, By-Laws or Rules and Regulations, the Board may require him to post a bond to secure future compliance with the Rules and Regulations;

N. Controlling the use of all Common Elements adjoining the Building, including, but not limited to, designating surface parking spaces, if any, for use by the respective Unit Owners;

O. Controlling power shutoffs and other interruptions of the normal functioning of the Condominium to facilitate renovation of particular Units and/or of the Common Elements. In making determinations in this area, the Board will make every effort to disrupt the Unit Owners as little as possible under the circumstances then prevailing;

P. Borrowing for repair, maintenance and replacement of the Common Elements as set forth in the Declaration.

Q. To acquire, sell, lease or exchange property or any interest therein on behalf of the Owners with the consent of two-thirds (2/3) in Common Interest of the Unit Owners present in person or by proxy at a meeting duly held for such purpose, and the costs incident thereto shall constitute part of the Common Expenses.

R. Granting of easements or licenses over the Common Elements for utilities, roadways, walkways and other appropriate purposes.

S. Taking all other necessary and proper actions for the sound management of the Condominium and fulfillment of the terms and provisions of the Condominium Declaration and By-Laws.

**Section 3. Managing Agent and Manager.** The Board of Managers may employ a managing agent and/or a manager for the Condominium at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, the duties listed in subdivisions A, C, D, K, and L of Section 2 of this Article IV. The Board of Managers may delegate to the manager or managing agent all of the powers granted to the Board of Managers in these By-Laws other than the powers set forth in subdivisions B, E, F, G, H, I, J, M, N, O, P, Q, R and S of Section 2 of this Article IV.

**Section 4. Removal of Members of the Board of Managers.** At any regular or special meeting of Unit Owners, any one (1) or more of the members of the Board of Managers may be removed for cause by a majority in Common Interest of the Unit Owners.

**Section 5. Vacancies.** If the office of any Manager or Managers becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office, or otherwise, the Unit Owner shall appoint another Manager. If the Unit Owner does not do so, the remaining Managers, at a special meeting of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the first Board of Managers who has been designated by the Sponsor, the Sponsor shall have the sole right to choose such Manager's successor to fill the unexpired portion of his term.

**Section 6. Organization Meeting.** The first meeting of the members of the Board of Managers following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the Board, and no notice shall be necessary to the newly designated members of the Board of Managers in order legally to constitute such

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meeting, providing a quorum, as that term is defined in Article IV, Section 12 of these By-Laws, of the Board of Managers shall be present thereat.

**Section 7. Regular Meetings.** Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers in person or by mail, facsimile, or e-mail at least ten (10) days prior to the day named for such meeting.

**Section 8. Special Meetings.** Special meetings of the Board of Managers may be called by the President on fifteen (15) days' notice to each member of the Board of Managers, given in person or by mail, facsimile or email, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

**Section 9. Waiver of Notice.** Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 10. Quorum of Board of Managers.** Except as may otherwise be provided in these By-Laws, the presence in person of a majority of the members of the Board of Managers shall constitute a quorum at all meetings of the Board of Managers, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 11. Fidelity Bonds.** The Board of Managers may obtain fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a Common Expense. A management company shall provide its own fidelity bond.

**Section 12. Compensation.** No member of the Board of Managers shall receive any compensation from the Condominium for acting as such. However, notwithstanding the foregoing or any other provision to the contrary herein, nothing shall prevent a member of the Board of Managers, subject to the approvals required herein, to be engaged in an additional or other capacity as a managing agent or employee of the Board of Managers and Condominium for salary or fees.

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**Section 13. Liability of the Board of Managers.** The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers, or out of the aforesaid indemnity in favor of the members of the Board of Managers, shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement on behalf of the Condominium made by the Board of Managers, or by the managing agent, as the case may be, shall provide that the members of the Board of Managers, or the managing agent, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

**ARTICLE V**

**MANAGEMENT OF THE PROPERTY**

**Section 1. Common Expenses and Allocation Thereof.** The Board of Managers shall, from time to time, but at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by each Unit Owner to meet the Common Expenses of the Condominium, and allocate and assess such Common Charges among the Unit Owners according to their respective Common Interests. Every Unit Owner shall be advised promptly after the adoption of each budget of the amount of Common Charges payable by him for the period covered by such budget.

**Section 2. Repairs and Maintenance.** All maintenance, repairs, and replacements to the Common Elements of the Property, including the common drive off Parker Street, structural elements, exterior walls, roof, and roof members, as well as all maintenance, repairs, and replacements of any pipes, wires, conduits, and public utility lines, any portion of which is located in one Unit and services another Unit or more than one Unit, or so much of any pipes, wires, conduits, and public utility lines as are located in the Common Elements but serve one or more Units, shall be made by the Board of Managers and the cost thereof shall be a Common Expense. The Board shall also repair the individual driveways, patios, balconies and roof decks, which even though are Limited Common Elements, the costs will be part of the Common Expense.

All maintenance (including painting and decorating of the Units), repairs, and replacements to the Units, to windows, screens, and doors, to or of any floor covering, either floor tiles, carpeting, or any other type whatsoever, repairs to fixtures and appliances, including heating and cooling equipment and sprinkler heads internal to a Unit and painting of the interior of the Unit, and repairs to pipes, wires, and conduits located in and servicing the same Unit, other than as set forth above, shall be made by the respective Unit Owners at their own expense. Any maintenance, repair, or replacement necessary as a result of the willful or negligent acts of the Unit Owner, or the occupants, guests, tenants or visitors thereof, shall also be the responsibility of the Unit Owner, in any such Unit, and shall not be done by the Board of Managers. Any issue arising as to said negligent or willful act shall be determined by the Board of Managers, whose decision shall be final and conclusive.

The Board of Managers shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under the Offering Plan, the By-Laws, or the Declaration of the Condominium.

The Board of Managers will provide snow removal for the walks and driveways on the Property, and landscaping services on the Property.

## ARTICLE VI

### OFFICERS

**Section 1. Designation.** The principal officers of the Condominium shall be the President, the Vice President, and the Secretary/Treasurer, all of whom shall be elected by and from the Board of Managers.

**Section 2. Election of Officers.** The Officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers.

**Section 3. Removal of Officers.** Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

**Section 4. President.** The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.



**Section 5. Secretary.** The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

**Section 6. Treasurer.** The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of the treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

**Section 7. Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by the managing agent or by any two (2) of the following officers of the Condominium: President, Secretary, or Treasurer.

**Section 8. Compensation of Officers.** No officer shall receive any compensation from the Condominium for acting as such.

## ARTICLE VII

### INSURANCE AND RECONSTRUCTION

**Section 1.** The Board of Managers shall obtain and maintain, to the extent reasonably obtainable and to the extent determined by the Board of Managers to be appropriate: (i) fire and casualty insurance on the Building and the Units, (ii) liability insurance on the Common Elements, (iii) directors' and officers' liability insurance, (iv) fidelity bond or surety bond, and (v) such other insurance as the Board of Managers shall deem necessary or desirable from time to time. Coverages shall be as follows:

(i) Fire and Casualty. Coverage shall be for the replacement value of the Building containing the Units and the Common Elements under the "single entity" concept, i.e. covering the full replacement cost of the Units as initially built and delivered to the first Owner, and including the wall to wall carpeting, lighting fixtures, bathroom fixtures, built-in appliances, wall coverings and all machinery servicing the Units and Common Elements, excluding the land, foundations, the personal property of Unit Owners and occupants, and any improvements or alterations (including upgrading of appliances, kitchen cabinets, carpeting or lighting fixtures, and wall coverings) made by present or prior Unit Owners or occupants, and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear.

The policy shall have the following provisions: (a) waiver of the right of subrogation with respect to individual Unit Owners, their family members, and the officers and directors of the Board of Managers, (b) a provision that the policy cannot be canceled, invalidated or suspended because of the conduct of someone over whom the Board of Managers has no control, (c) cross-liability giving the Unit Owners the right to sue the Board of Managers and vice versa with the insuring company agreeing to defend the defendant, (d) a provision that the policy may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all known mortgagees of Units, and (e) waiver of reduction of prorata liability of the insurer as a result of insurance carried by the Unit Owner.

The proceeds of all policies of physical damage insurance, if \$50,000.00 or less shall be payable to the Board of Managers, and if \$50,000.00 or more, to an Insurance Trustee (bank, trust company or law firm) selected by the Board of Managers to be applied for the purpose of repairing, restoring or rebuilding unless otherwise determined by the Unit Owners pursuant to Section 2 below.

This \$50,000.00 limitation may be raised or lowered from time to time upon approval of two-thirds (2/3) of the Board of Managers. All fees and disbursements of the Trustee shall be paid by the Board of Managers and shall be a common expense of the Unit Owners.

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

(ii) Liability. The liability insurance shall cover the members and officers of the Board of Managers, the managing agent, if any, and all Unit Owners, but not the liability of Unit Owners arising from occurrences within such Unit Owner's home. The policy shall include the following endorsements: (i) comprehensive general liability, (ii) Personal injury, (iii) medical payments, (iv) cross-liability and (v) contractual liability.

Until the first meeting of the Board of Managers elected by the Unit Owners, this public liability insurance shall be in a limit of \$1,000,000.00 per occurrence, \$2,000,000 in the aggregate, covering all claims for bodily injury and property damage.

(iii) Directors' and Officers' Liability. The directors' and officers' liability insurance shall cover the "wrongful" acts of a member or officer of the Board of Managers. This coverage shall provide for funds to be available to defend suits against officers and members of the Board and to pay any claims which may result. The policy shall be on a "claims made" basis so as to cover all prior officers and members of the Board of Managers. The policy shall not provide for "participation" by the Board or by the officers or members of the Board.

Until the first meeting of the Board of Managers elected by the Unit Owners, the directors' and officers' liability coverage shall be in the amount of \$1,000,000.00.

(iv) Fidelity Bond. The fidelity bond shall cover all members, officers and employees of the Board of Managers who handle Condominium funds. Any management agent or company shall secure its own fidelity bond.

(v) No Liability for Failure to Obtain Above Coverages. The Board of Managers 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.

(vi) Deductible. The deductible, if any, on any insurance policy purchased by the Board of Managers shall be a common expense for those claims relating to Board maintenance responsibility. The Board of Managers shall assess any deductible amount necessitated by the gross negligence or willful act of a Unit Owner against such Unit Owner, as well as any deductible amount necessitated by a fire within the Unit Owners' dwelling and not caused by the Board's negligence or activities. The Board may pay the deductible portion for which such Unit Owner is responsible, and the amount so paid, together with interest and costs of collection, including attorney's fees, shall be a charge and continuing lien upon the Unit involved, shall constitute a personal obligation of such Unit Owner, and shall be collectible in the same manner as common charges under Article IX of these By-Laws.

**Section 2. Restoration or Reconstruction After Fire or Other Casualty**. In the event of damage to or destruction to the Building or Common Elements, as a result of fire or other casualty, the Board of Members shall arrange for the prompt repair and restoration of the damaged property and the Board of Managers 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; provided, however, that if 100% of the Units or Common Elements are destroyed or substantially damaged and if all of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition upon the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be divided among the Unit Owners in proportion to their common interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds all liens on such Unit Owner's home. In the event that insurance proceeds are, for any reason, insufficient to pay all of the costs of restoring or repairing the property to the same condition as formerly existed, the Board of Managers shall levy a Special Assessment to make up the deficiency against all Unit Owners of the damaged Units in such proportions as the Board of Managers deems fair and equitable taking into account the damage sustained to each Unit and any negligence which, in the opinion of the Board, contributed to the damage and loss. In the event that insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and Unit Owners in proportion to their common interest.

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Wherever in this section the words “promptly resolve” are used, they shall mean not more than sixty (60) days from the date of damage or destruction.

**Section 3. Insurance to be Carried by Owners.** Unit Owners shall carry insurance for their own benefit, covering their furnishings, betterments and liability inside the Unit. Such policies are sometimes referred to as an HO-6, and must contain waivers of subrogation, and further provided, that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of such additional insurance carried by the Unit Owner.

## ARTICLE VIII

### ALTERATIONS, ADDITIONS, OR IMPROVEMENTS

**Section 1. By the Board of Managers.** Whenever in the judgment of the Board of Managers the Common Elements shall require alterations or improvements (but not maintenance or necessary repairs ) costing more than \$25,000.00, and the making of such alterations or improvements shall have been approved by votes of all Unit Owners at a duly constituted meeting, the Board of Managers shall assess each Unit Owner with his proportionate share of the cost of such alterations or improvements as part of the Common Charges. Any alteration costing less than \$25,000.00 may be made by the Board of Managers without approval of Unit Owners, and the cost thereof shall constitute part of the Common Expenses.

Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or its designee shall continue to own one or more Units but not longer than five (5) years from the date of the first Unit closing, the Board of Managers may not, without the Sponsor’s prior written consent, (a) make any addition, alteration, or improvement to the Common Elements or to any Unit, the foregoing not to include necessary repairs and maintenance work; or (b) assess any Common Charges for the creation of, addition to, or replacement of all or part of a reserve, contingency, or surplus fund; or (c) hire any employee in addition to the employees referred to in the Plan of Condominium ownership; or (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date the said Plan is declared effective; or (e) borrow money on behalf of the Condominium. These provisions do not include work necessary (1) to comply with applicable laws or regulations, (2) to remedy any notice of violations, (3) to remedy any work order by an insurer, or (4) to make repairs or replacements necessary for the preservation or safety of the Building or the safety of its occupants. The provisions of this paragraph may not be amended without the written consent of Sponsor.

**Section 2. By the Unit Owners.** No Unit Owner shall make any structural addition, alteration, or improvement in or to his Unit (including the exterior doors and windows) without prior written consent thereto of the Board of Managers. The Board of Managers shall have the

obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration, or improvement in such Unit Owner's Unit within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration, or improvement. Any application to the Building Department of the Village of Fairport for a permit to make an addition, alteration, or improvement in or to any Unit shall be executed by the Board of Managers only without, however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section shall not apply to Units owned by the Sponsor until such Units shall have been initially sold by the Sponsor and paid for.

## ARTICLE IX

### PAYMENT OF COMMON CHARGES

**Section 1. Common Expenses.** The Board of Managers shall from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of such budget to every Unit Owner. The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance of the Common Elements, and other operating expenses, as well as charges to cover any deficits from prior years. The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the respective Common Interests appurtenant to such Units. Said assessments shall be payable monthly in advance on the first day of each month as ordered by the Board of Managers. Special assessments, if the same should be required, shall be levied and paid in the same manner as herein provided for regular assessments. A Unit Owner agrees to pay promptly when due the monthly and all special assessments assessed against his Unit. After the 15th day of any calendar month, the Board of Managers may assess a \$25.00 late fee to the delinquent Unit Owner's account. This fee may be amended by the Board from time to time. Pursuant to Section 339-z of the Real Property Law, the Board of Managers, on behalf of the Unit Owners, shall have a lien on each Unit for unpaid Common Charges.

**Section 2. Failure to Pay Common Charges.** Any Unit Owner who fails to pay the monthly assessment imposed by the Board of Managers by the end of the month in which it is due, shall also be liable for any expenses incurred by the Condominium in collecting said monthly assessment including interest at the rate of ten percent (10%) per annum and reasonable attorneys' fees, whether or not a suit is brought. The Board shall take action to collect any Common Charge assessment due from any Unit Owner which remains unpaid ninety (90) days from its due date by way of foreclosure of the lien on such Unit in accordance with the provisions of Section 339-aa of the Real Property Law, as the same may be amended from time to time, or by an action to recover a money judgment for the same.

No Unit Owner shall be liable for any Common Charges which accrue against his Unit subsequent to a sale, transfer, or other conveyance by him of his Unit. A purchaser of a Unit

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(other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all Common Charges assessed against the Unit and unpaid at the time of the purchase.

**Section 3. Foreclosure of Liens for Unpaid Common Charges.** In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not vote the votes appurtenant to), convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 4. Statement of Common Charges.** Upon written request of any Unit Owner or his mortgagee, the Board of Managers shall promptly furnish such Unit Owner or his mortgagee with a written statement of the unpaid Common Charges due from such Unit Owner. A reasonable fee may be charged for such statement.

**Section 5. Operating Account.** There shall be established and maintained a cash deposit account, to be known as the "Operating Account," into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general needs of the operation, including, but not limited to, wages, repairs, betterments, maintenance, and other operating expenses of the Common Elements and for the purchase, lease, sale, or other expenses resulting from the purchase or lease of Units. Excess assessments, if any, shall be applied against the succeeding year's expenses, established as a reserve, or refunded to the Unit Owners, as may be decided by the Board of Managers.

**Section 6. Other Accounts.** The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purposes.

**Section 7. Services.** Dissatisfaction with the level or quality of services provided by the Condominium shall not be a justification for failure to pay Common Charges.

**ARTICLE X**

**RULES AND REGULATIONS**

- 1. No part of the Property shall be used for other than one-family residential purposes except as otherwise permitted by the Village of Fairport zoning ordinance.
- 2. There shall be no obstruction of the Common Elements nor shall anything be stored on or in the Common Elements without the prior consent of the Board of Managers,

except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.

3. Nothing shall be done or kept in any Unit, or in the Common Elements which will increase the rate of insurance on the Building or contents thereof without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements, which will result in the cancellation of insurance on the Building or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Building, and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior written consent of the Board of Managers.

5. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners. No Unit Owner shall make or permit any disturbing noises, odors or vibrations in the Building by himself, his family, his pets, tenants, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comfort, and convenience of other Unit Owners.

6. Nothing shall be done in any Unit, or in, on or to the Common Elements, which will impair the structural integrity of the Building, or which would structurally change the Building.

7. No "For Sale," "For Rent" or "For Lease" signs, or other window displays or advertising may be maintained or permitted in any part of the Property, or in any Unit except such signs or advertisements as may be approved by the Board of Managers. (The right is reserved by the Sponsor or its agents, to post such signs on the Condominium as the Sponsor deems necessary to advertise the Condominium, until the Sponsor has sold all Units).

8. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Managers.

9. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness. No alterations are permitted without the prior consent of the Board of Managers.

10. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment. No satellite dishes shall be allowed on the Common Elements, but will be allowed on the Limited Common Elements with approval of the Board of Managers as to location.

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11. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers, or Managing Agent, may enter any room or Unit at any reasonable hour of the day, on 24 hours' notice, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. Access will also be permitted for window cleaning.

12. No garbage cans shall be placed in or about the entrances or the exterior of the Unit, except as provided by the Board of Managers. The Board shall promulgate rules regarding trash and recycling pickup.

13. No Unit Owner or occupant or any of his agents, servants, employee, licensees or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except that up to five gallons of household paint used in the painting of the Unit may be stored by the Unit Owner.

14. If any key or keys are entrusted by a Unit Owner or occupant or by his agent, servant, employee, licensee or visitor, to an employee of the Managing Agent or the Board of Managers, whether for such Unit or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of the Unit Owner or occupant, and the Board of Managers and Managing Agent shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

15. (a) No pets, reptiles, snakes, rabbits, livestock, fowl or poultry will be allowed in any Unit or on the Common Elements except cats and dogs. No more than two (2) dogs weighing less than 35 pounds each or two cats weighing less than 30 pounds each per Unit will be allowed under any circumstances and no animal breeding shall be permitted. One dog and one cat of the indicated size will also be allowable. All pets must be leashed and Unit Owners are responsible for disposal of all pet droppings and for repair of any damages done by any pet. No animals may be left unattended in the Common Elements. Should any animal become a nuisance to the other Unit Owners, the Board of Managers, on 5 days' written notice, may order them permanently removed from the property.

15(b). Unsupervised pets are not permitted on roof-top decks, balconies or patios.

15(c). All pets must have the required licensing by the Village of Fairport. The Unit Owner is responsible for any damages caused by his/her pet or the pet of a tenant of the Owner.

16. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by Resolution of the Board of Managers.

17. All vehicles parked anywhere on the Property shall be properly licensed, registered and in good working order. No vehicle repairs are permitted on the Property. No more than two cars per Unit may be kept on the Property.



18. All parking in the driveways on the Property are to be used for parking only, not for repairs or storage. Any oil leaks from vehicles must be cleaned at the Owner's expense and the car removed from the Property until repaired.

19. Unit Owners are responsible for the behavior of their family members, guests and tenants. Should rules be broken or damage to the Property be caused by a tenant or his guests, the Unit owner may be fined and the fines will create a lien on the Unit if unpaid.

20. No Owner or occupant shall play or permit play of a radio, stereo, TV or other device or instrument at a sound level of greater than 60 decibels. Particular care must be taken between the hours of 9PM and 9AM.

21. Seasonal door hangings that are securely affixed to the exterior door of a Unit are permitted. Holiday decorations are permitted two weeks before and up to two weeks after a holiday. Decorations for longer periods may be removed by the Board of Managers at the Owners' expense.

22. Winds may cause furniture on the patios, balconies and roof-top decks to blow about. The Unit Owner will be responsible for any damage caused to the Common Elements or Limited Common Elements by his/her furniture and related equipment.

23. Children under 12 shall not be unsupervised on the roof-top decks, balconies or patios.

24. No soliciting is permitted anywhere on the Property. No notices may be posted in the Common Elements, except for official business of the Condominium.

## ARTICLE XI

### SALES, LEASES AND MORTGAGES OF UNITS

**Section 1. (a) Sales, Leases and Mortgages.** Any Unit Owner may sell, lease, transfer title to or mortgage his Unit at any time without the consent of the Board of Managers, provided that no such lease shall be for a term of less than twelve (12) months and provided further that no such sale, transfer, mortgage or lease shall violate the Declaration or By-Laws. No seasonal, Air BnB, or similar rentals shall be allowed. No subletting of Units shall be permitted. If the Condominium shall suffer any loss or damage occasioned by any Tenant, the Unit Owner shall be liable to the Condominium for the same. Notwithstanding the foregoing, however, no more than 1 of the Residential Units may be leased at any one time.

**(b)** All leases must be on a standard form to be provided by the Board of Managers. Unit Owners must provide a copy of the executed lease, all tenant contact information and all automobile information to the Board. The Unit Owner shall be responsible for any damage done by the tenant or the tenant's family, visitors, or pets. The Unit Owner shall also be liable for any fines imposed on his tenant for violations of the Declaration, By-Laws or

rules and regulations promulgated by the Board. Such fines will be collectible in the same manner as delinquent common charges.

**Section 2. No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as a part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

**Section 3. Financing of Purchase of Units by Board of Managers.** In the event any of the Units are offered for sale to the Board of Managers, or its designee, and the Board of Managers elects to purchase such Unit on behalf of all Unit Owners, such purchase may be made from the working capital and Common Charges in the hands of the Board of Managers, or if such funds are insufficient, the Board of Managers may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements, as a Common Charge, which assessment shall be enforceable in the same manner as provided in Sections 2 and 3 of Article IX or the Board of Managers, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers.

**Section 4. Gifts and Devises.** Any Unit Owner shall be free to convey or transfer his Unit by gift, or to devise his Unit by Will, or to pass the same by intestacy, without restriction.

**Section 5. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Managers, or Its Designee, on Behalf of All Unit Owners as Tenants in Common.** In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

**Section 6. Payment of Assessments.** No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid Common Charges (including special assessments) theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

**Section 7. Mortgage of Units.** No Unit Owner shall mortgage his Unit except by mortgages made to a commercial or savings bank, trust company, insurance company, savings and loan association, pension fund, governmental agency, or other institutional lender or to the seller of such Unit by a purchase money mortgage made upon a resale of any Unit.

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## ARTICLE XII

### CONDEMNATION

**Section 1. Condemnation or Eminent Domain Proceedings.** In the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is \$100,000.00 or more and to the Board of Managers if the award is less than \$100,000.00. If all of the Unit Owners in Common Interest duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that all of the Unit Owners in Common Interest do not duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers, or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 2 of Article VII of these By-Laws.

**Section 2. Condemnation of Part of a Unit.** Where part of a Unit has been taken by eminent domain, and all of the Unit Owners duly approve the repair and restoration of the Building and Common Elements, the Board of Managers shall adjust such loss with the affected Unit Owner, including, but not limited to, the payment of compensation for reduction or elimination of the Unit Owner's undivided interest in the Common Elements. Any such settlement shall not be effective unless approved by the mortgagee(s) of the affected Unit, a majority of the Unit Owners, and the Sponsor, if the Sponsor shall then own two (2) or more Units in the Condominium. In no event shall the Board of Managers be required to make any payment in excess of that portion of the overall condemnation award that is reasonably attributable to the particular Unit Owner's loss. In no event shall the Board of Managers be required to make any payment pursuant to the terms of this Section prior to the receipt of sufficient funds by the Board for such purpose from the condemning authority and the Insurance Trustee. However, nothing contained in this Section shall be deemed to prohibit the Board of Managers from making an advance or partial payment to such Unit Owner when the Board, in its discretion, deems such advance or partial payment to be reasonable and proper. Nothing contained in this Section shall be deemed to relieve such Unit Owner of the obligation to contribute to repair or restoration of the Building and Common Elements, although the Board of Managers may, in a proper case, reduce the amount of such obligation or eliminate the same.

## ARTICLE XIII

### MISCELLANEOUS

**Section 1. Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

**Section 2. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provision thereof.

**Section 3. Waiver.** No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

## ARTICLE XIV

### AMENDMENTS TO BY-LAWS

These By-Laws may be modified or amended as provided in Section 3 of Article II. For as long as Sponsor remains the Owner of one or more Units, these By-Laws may not be amended so as to adversely affect Sponsor without Sponsor's consent.

## ARTICLE XV

### CONFLICTS

These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

## ARTICLE XVI

### RECORDS

The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amounts of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all Unit Owners promptly after the end of each fiscal year. The records of the Condominium shall be kept at the office of the Board of Managers or, if there is a managing agent, at the office of said managing agent.

## ARTICLE XVII

### MORTGAGES

**Section 1. Notice to Board of Managers.** A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee, and shall file a conformed copy of the note and mortgage with the Board of Managers, and the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

**Section 2. Notice of Unpaid Common Charges.** The Board of Managers, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Common Charges due from, or any default by, the Owner of the mortgaged Unit.

**Section 3. Notice of Default.** The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Managers.

**Section 4. Examination of Books.** Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, during business hours.

**Section 5. Other Notices to Mortgagees.** The Board of Managers shall give (a) notice of casualty loss or proposed condemnation affecting a material portion of the Property or the Unit mortgaged, (b) notice of lapse or material modification of blanket insurance and (c) notice of any amendment materially adverse to the interest of a mortgagee and, therefore, requiring mortgagee approval of 51% of mortgagees as recorded in the books of the Condominium. Notice will be sent to the Mortgagees as noted in the Condominium's records by certified mail, return receipt

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requested. If no response is received within 30 days of receipt of the notice, a mortgagee will be deemed to have consented to the amendment.

## ARTICLE XVIII

### NOTICES

**Section 1. Definition.** Whenever under the provisions of the Declaration or these By-Laws notice is required to be given the Board of Managers, or any Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Managers or such Unit Owner at such address as appears on the books of the Condominium.

**Section 2. Service of Notice; Waiver.** Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereto in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.



**3 Parker LLC  
45 East Avenue  
Rochester, New York 14604**

State of New York  
Department of Law  
Real Estate Financing Bureau  
28 Liberty Street  
New York, New York 10005

July 15<sup>th</sup>, 2020

**Re: Parker Street Condominium  
Village of Fairport, Town of Perinton, Monroe County, New York**

Gentlemen:

We are the Sponsor and the principal of the Sponsor of the Condominium Offering Plan for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the New York General Business Law, the regulations promulgated by the Attorney General in Part 20, and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

- (1) Set forth the detailed terms of the transaction and be complete, current, and accurate;
- (2) Afford potential investors, purchasers, and participants an adequate basis upon which to found their judgment;
- (3) Not omit any material fact;
- (4) Not contain any untrue statement of a material fact;
- (5) Not contain any fraud, deception, concealment, suppression, false pretense, or fictitious or pretended purchase or sale;
- (6) Not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and
- (7) Not contain any representation or statement which is false, where we (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

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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 New York General Business Law and Penal Law.

Very truly yours,

**3 PARKER-LLC, SPONSOR**


By: 

David J. Riedman, Sole Member

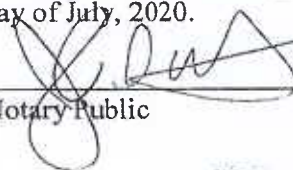
Sworn to before me this 15<sup>th</sup>  
day of July, 2020.

  
Notary Public

**JEROLD D. WATKINS**  
Notary Public, State of New York  
Qualified in Monroe County  
My Commission Expires 1-31-22

  
David J. Riedman

Sworn to before me this 15<sup>th</sup>  
day of July, 2020.

  
Notary Public

**JEROLD D. WATKINS**  
Notary Public, State of New York  
Qualified in Monroe County  
My Commission Expires 1-31-22

May 3, 2021

State of New York  
Department of Law  
Real Estate Financing Bureau  
28 Liberty Street  
New York, New York 10005

**Re: Parker Street Condominium  
Town of Perinton, Monroe County, New York**

Gentlemen:

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership retained me to prepare a report describing the construction of the property (the "**Report**"). I visually inspected the property on September 29, 2020; examined the building plans and specifications that were stamped by myself after being purchased by Riedman Homes from Hanlon Architects as of January 10, 2020, all of which are found in Exhibit D of the Report; and prepared the Report dated May 3, 2021, a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report.

I am a licensed architect in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the New York General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I have read the entire Report, and investigated the facts set forth in the Report and the facts underlying it, with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this Offer is made. I certify the Report:

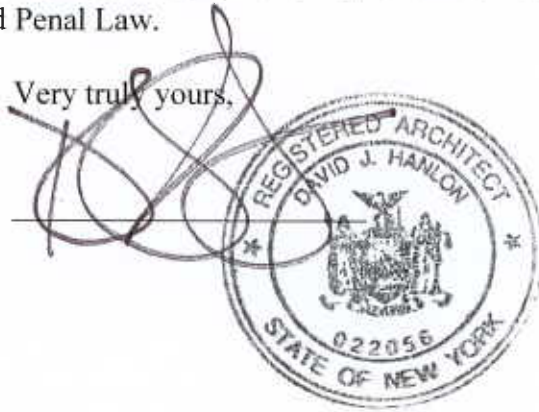
- (1) Sets forth in narrative form the condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined/prepared;
- (2) In my professional opinion, affords potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined/prepared;
- (3) Does not omit any material fact;
- (4) Does not contain any untrue statement of a material fact;

- (5) Does not contain any fraud, deception, concealment, or suppression;
- (6) Does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (7) Does not contain any representation or statement which is false, where I (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

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 New York General Business Law and Penal Law.

Very truly yours,



Sworn to before me <sup>On KRB</sup> this ~~day~~ of May 3, 2021.

Kelley Ross Brown  
Notary Public

KELLEY ROSS BROWN  
Notary Public in the State of New York  
Monroe County  
Commission Expires April 27, 2022



June 29, 2020

New York State Department of Law  
Real Estate Financing Bureau  
120 Broadway  
New York, NY 10271

RE: Certification by Expert on Adequacy of Budget  
Parker Street Condominium Association, Town of Fairport

The Sponsor of the Condominium Offering Plan for the captioned property retained me to review the estimated budget and Schedules B and B-1, containing projections of income and expenses for the first year of Condominium operations.

Our experience in this field includes involvement in the development, conversion, marketing, and management of condominium and homeowners' associations since 1985. Current management accounts, (49) include condominiums, homeowners associations and commercial accounts.

We understand that we are responsible for complying with Article 23-A of the General Business law and the regulations promulgated by the Department of Law in Part 20 insofar as it is applicable to Schedules B and B-1. We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. we also have relied on experience in managing residential properties.

We certify that the projections in Schedules B and B-1, appear reasonable and adequate under existing circumstances, and the projected income will be sufficient to meet the anticipated operating expenses for the projected first year of Condominium operation.

We certify that the Schedules:

- (i) Sets forth in detail the projected income and expenses for the first year of Condominium operation;
- (ii) Affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of Condominium operation;
- (iii) Does not omit any material fact;
- (iv) Does not contain any untrue statement of a material fact;
- (v) Does not contain any fraud, deception, concealment, or suppression;
- (vi) Does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and
- (vii) Does not contain any representation or statement which is false, where I;
  - (a) knew the truth;
  - (b) with reasonable effort could have known the truth;
  - (c) made no reasonable effort could have known the truth; or
  - (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of Condominium operation.

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.

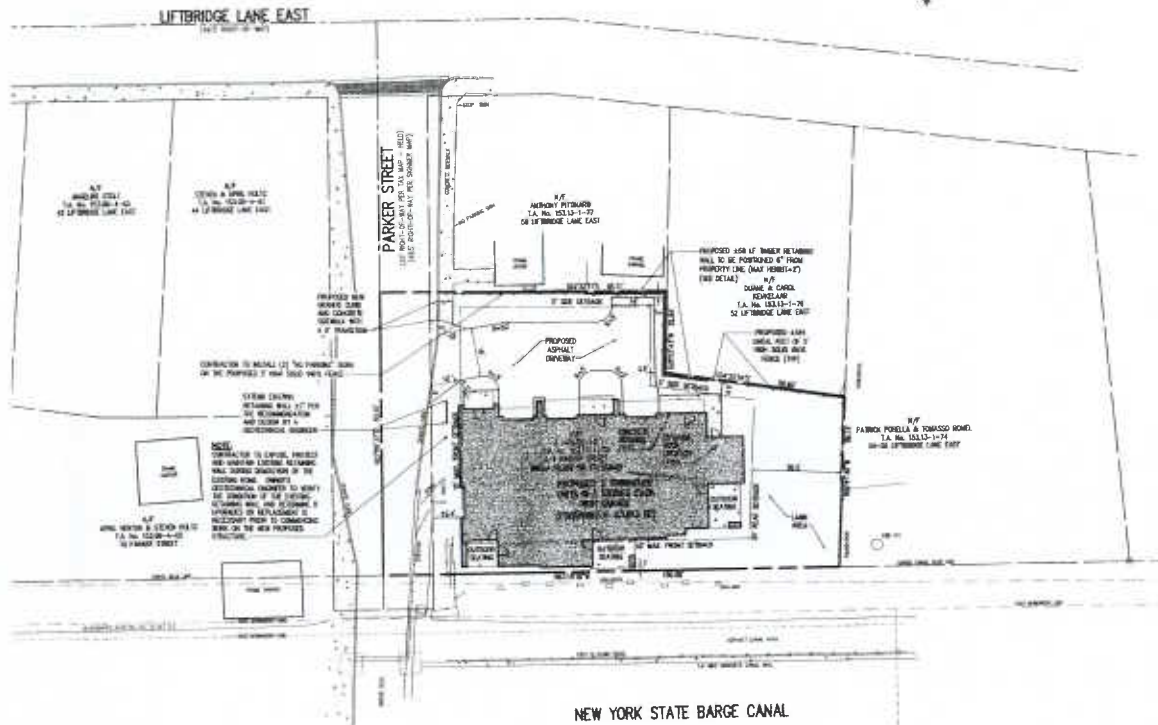
By Anita E. Smith  
Anita E. Smith  
CEO, Kenrick Corporation

Sworn to me before this 29th day  
of June, 2020.

Cheryl K. Gioia  
Notary Public

CHERYL K. GIOIA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01GI6145814  
Qualified in Monroe County  
My Commission Expires 05-15-2022

X

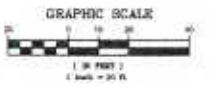


**NOTES**

- EXISTING PROPERTY IS OWNED BY [Name]
  - TOTAL PROPERTY AREA: 4.12 ACRES (176,000 SQ FT)
  - PROPOSED DEVELOPMENT IS AS FOLLOWS:
- | USE         | AREA (SQ FT) | AREA (ACRES) |
|-------------|--------------|--------------|
| RESIDENTIAL | 100,000      | 2.30         |
| COMMERCIAL  | 50,000       | 1.15         |
| PARKING     | 10,000       | 0.23         |
- ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE MOST RECENT ZONING AND SPECIFICATIONS OF THE VILLAGE OF FAIRPORT AND THE APPROPRIATE AGENCIES AND NOT FROM STATE ASSOCIATES, UNLESS OTHERWISE NOTED.
  - THE CONTRACTOR SHALL LOCATE, MARK, EXCAVATE AND PROTECT ALL EXISTING UTILITIES PER OCCUPANTS AND VERIFY DATA ON THE CONTROL INSTRUMENT, CALL THE NASSAU COUNTY SURVEY OFFICE.
  - THE DEVELOPER'S AND CONTRACTOR'S ATTENTION IS DIRECTED TO LOCAL LAW NO. 8 OF NEW PALTZ COUNTY WHICH REQUIRES THROUGH REQUIREMENTS OF CONSTRUCTION OF RESIDENTIAL DEVELOPMENTS.
  - EXISTING UTILITIES UNDER PARKER STREET TO BE MAINTAINED.
  - STRENGTH IMPROVEMENTS SHALL BE MADE TO THE EXISTING UTILITY SYSTEMS.
  - SEE SPECIFICATIONS FOR EXISTING UTILITIES.
  - CONTRACTOR TO VERIFY ACCESS TO EXISTING UTILITIES AND THE SAME SHALL BE KEPT OPEN DURING CONSTRUCTION.
  - REVIEW OF THE FINAL MAPS REGARDING THIS PROPERTY TO BE FILED WITH A RECORDED NON-YEAR FLEETPLAN PER THE PLANNED RESIDENCE WITHIN THE VILLAGE OF FAIRPORT, NEW YORK, PARCEL 237 OF SIZE COMMUNITY-PANEL NUMBER 3000000000, DATE OF AUGUST 30, 2004.
  - THESE ARE THE EXISTING ON-SITE UTILITIES SHOWN ON THIS PLAN.
  - THE HORIZONTAL DATUM SYSTEM HEREIN IS REFERENCED TO THE NEW YORK STATE PLANNING COORDINATE SYSTEM (NYS 83), NAD 83, ZONE 18E. ELEVATIONS SHOWN HEREIN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
  - NO TREES SHALL BE REMOVED OR DAMAGED UNLESS SHOWN OTHERWISE.

**LEGEND**

---	EXISTING LOT
---	PROPOSED LOT LINE
---	EXISTING LOT
---	EXISTING EASEMENT
---	PROPOSED EASEMENT
---	PROPOSED EASEMENT
---	PROPOSED EASEMENT
---	PROPOSED EASEMENT



**APPROVALS**

DATE: 3/7/2008  
 BY: [Signature]  
 TITLE: [Title]  
 DATE: 3/11/2008  
 BY: [Signature]  
 TITLE: [Title]  
 DATE: 3/11/2008  
 BY: [Signature]  
 TITLE: [Title]

**PROJECT INFORMATION**

PROJECT NO: 2661  
 SCALE: 1" = 20'  
 DATE: 3/7/2008

**APPROVALS**

DATE: 3/7/2008  
 BY: [Signature]  
 TITLE: [Title]

**PREPARED BY:** [Name]  
**CHECKED BY:** [Name]  
**DATE:** [Date]

**PROJECT NAME:** [Name]  
**PROJECT NO:** [Number]



**DATE:** [Date]



**DEED REFERENCE**  
See Liber 10015 of Deeds at Page 621

**MAP REFERENCE**  
Instrument Survey by David M. Paonessa,  
Dated March 26, 2008  
Instrument Survey by Gregory J. Bileschi,  
Dated February 27, 2001  
Instrument Survey by Gary L. Dutton,  
Dated August 30, 1985  
Map of Barge Canal Station 1835 to 1886,  
Dated December 29, 1922 & Revised In 1986

**NOTE**  
Tax Account No. 153.13-0001-075

**LEGEND**  
Deed Line   
Property Line   
Fence Line 

**CERTIFICATE**

This is to Certify to:

Parker Street, LLC  
Stewart Title Insurance Company  
Woods Oviatt Gilman, LLP

that I am a Licensed Land Surveyor and that this Plan  
was completed on **March 23, 2017**  
from an Instrument Survey completed on **March 20, 2017**

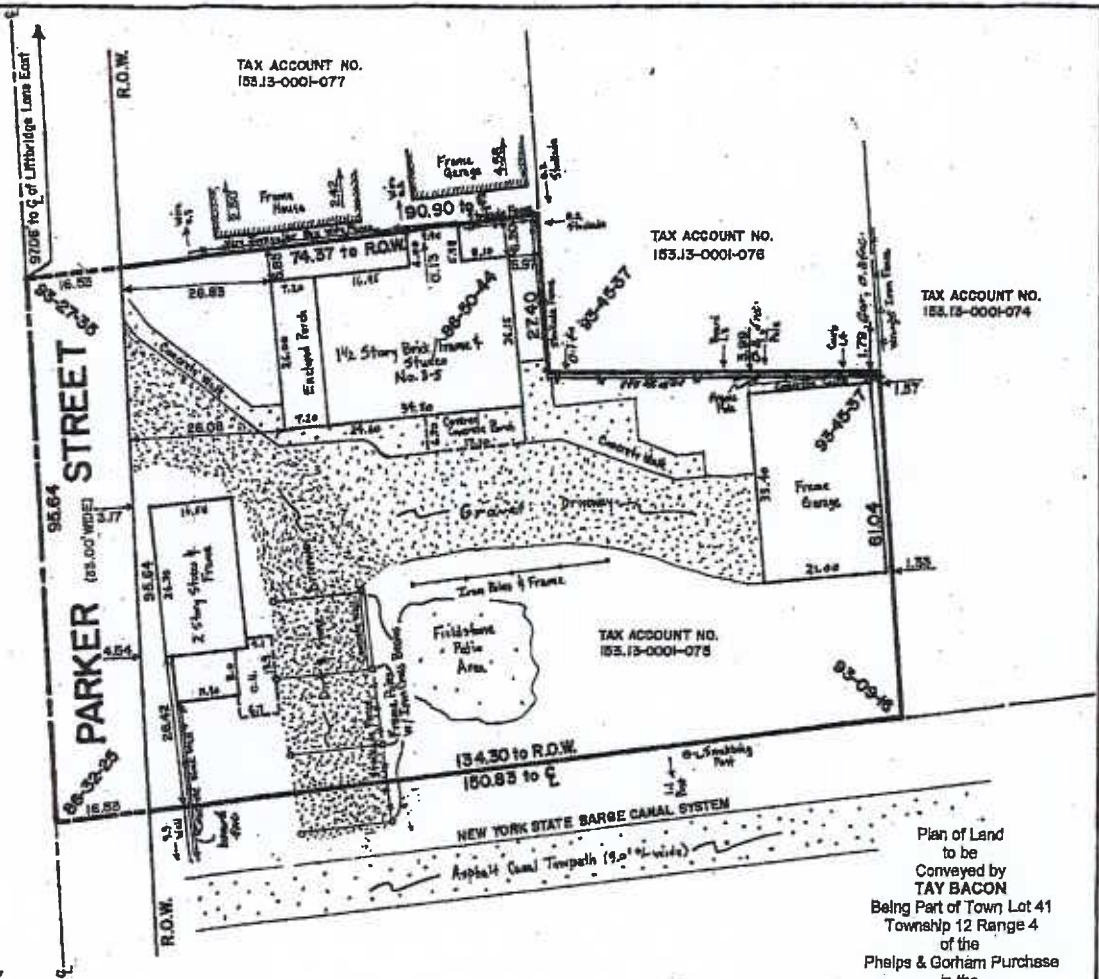
Signed: David M. Paonessa  
David M. Paonessa, LS #50273  
Ph. 392-9058  
Fax 392-4670  
Date of Original Survey  
March 26, 2008

"Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional or subsequent owners."

"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law."

"Copies from the original of this survey map not marked with an original of the land surveyor's inked seal or his embossed seal shall not be considered to be a valid true copy."

"The alteration of survey maps by anyone other than the original preparer is misleading, confusing and not in the general welfare and benefit of the public. Licensed Land Surveyors shall not alter survey maps, survey plans or survey plats prepared by others."



Plan of Land  
to be  
Conveyed by  
**TAY BACON**  
Being Part of Town Lot 41  
Township 12 Range 4  
of the  
Phelps & Gorham Purchase  
in the  
Village of Fairport  
Town of Perinton  
Monroe County, State of New York  
Scale 1" = 20'  
Surveyed by  
David M. Paonessa, L.S. P.C.  
Hilton, NY File No. 10018  
Search not provided





## MODEL FORM OF ESCROW AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among \_\_\_\_\_ ("PURCHASER"), 3 PARKER LLC, 45 East Avenue, Rochester, New York 14604 ("SPONSOR"), as sponsor of the PARKER STREET CONDOMINIUM offering plan ("Plan") and WOODS OVIATT GILMAN LLP, 1900 Bausch & Lomb Place, Rochester, New York 14604 ("ESCROW AGENT").

**WHEREAS**, SPONSOR has filed the Offering Plan with the Attorney General to offer for sale condominium ownership interests at the premises located at \_\_\_\_\_, Village of Fairport, Town of Perinton, New York, subject to the terms and conditions set forth in the Plan; and

**WHEREAS**, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Sections 352-e(2-b), 352-(h) and the New York Department of Law's regulations promulgated thereunder; and

**WHEREAS**, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (referred to herein as "Deposit") 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. ESCROW AGENT shall establish an escrow account for the purpose of holding the Deposit made by PURCHASER pursuant to that certain purchase agreement for the purchase and sale of unit \_\_\_\_ (the "Purchase Agreement") at M&T BANK located at 3 City Center, 180 South Clinton Avenue, Rochester, New York 14604, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled WOODS OVIATT GILMAN LLP AS ESCROW AGENT FOR Parker Street Condominium ("Escrow Account"). The account number is \_\_\_\_\_.

1.2. ESCROW AGENT has designated the following attorneys to serve as signatories: W. Stephen Tierney, Esq., James Bonsignore, Esq., Kelley Ross Brown, Esq., David DiMarco, Esq., Kristopher Vurraro, Esq. and Jerry Goldman, Esq. All designated signatories are admitted to practice law in the State of New York.

All of the signatories on the Escrow Account have an address of 1900 Bausch & Lomb Place, Rochester, New York 14604, and a telephone number of (585) 987-2800.

1.3 ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.4 Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing.

1.5 The Escrow Account is an IOLA account established pursuant to Judiciary Law Section 497.

## **2. DEPOSITS INTO THE ESCROW ACCOUNT.**

2.1 All Deposits received from PURCHASER prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be placed into the Escrow Account. All instruments to be placed into the Escrow Account shall be made payable directly to the order of WOODS OVIATT GILMAN LLP, as ESCROW AGENT, pursuant to the terms set forth in the Plan. Any instrument payable to, or endorsed other than as required hereby, and which cannot be deposited into such Escrow Account, shall be returned to PURCHASER 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 the Deposit, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 ESCROW AGENT is hereby obligated to send a notice of all Deposits received by ESCROW AGENT to PURCHASER within ten (10) business days of receipt of same. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, New York 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

## **3. RELEASE OF FUNDS**

3.1 All Deposits, except for advances made for upgrades, extras or custom work received in connection with the Purchase Agreement are, and shall continue to be, the Purchaser's money and may not be comingled with any other money, or pledged or hypothecated by Sponsor, as per GBL §352-h.

3.2 Under no circumstances shall SPONSOR seek or accept release of the Deposit of a defaulting PURCHASER until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the

Plan shall not relieve SPONSOR or ESCROW AGENT of any obligation to PURCHASER as set forth in GBL §§ 352-3(2-b) and 352-h.

3.3 ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

3.3.1 pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the unit;

3.3.2 in a subsequent writing signed by both SPONSOR and PURCHASER; or

3.3.3 by a final, non-appealable order or judgment of a court.

3.4 If Escrow Agent is not directed to release the Deposit pursuant to paragraph 3.3 above, and Escrow Agent receives a request by either SPONSOR or PURCHASER to release the Deposit, then Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both PURCHASER and SPONSOR informing them of said release. If Escrow Agent receives a written notice from either PURCHASER or SPONSOR objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraph 3.3 above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the county where the unit is located and shall give written notice to both SPONSOR and PURCHASER of such deposit.

3.5 Sponsor shall not object to the release of the Deposit to:

3.5.1 Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

3.5.2 Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

#### **4. RECORDKEEPING.**

4.1 ESCROW AGENT shall maintain all records concerning the Escrow Account for seven years after release of the Deposit.

4.2 Upon the dissolution of the 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 New York State Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon 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 Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT, and PURCHASER, and ESCROW AGENT acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

5.3 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

## **6. RESPONSIBILITIES OF SPONSOR.**

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the unit to a designated attorney who is a member of or employed by ESCROW AGENT, within two (2) business days of tender of the Deposit by PURCHASER, using such transmittal forms as required by ESCROW AGENT.

6.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

6.3 SPONSOR shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from PURCHASER and deliver such form to ESCROW AGENT together with the Deposit and Purchase Agreement.

## **7. TERMINATION OF AGREEMENT.**

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

7.1.1 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 to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. PURCHASER shall be deemed to have consented to such cancellation;

7.1.2 The resignation of ESCROW AGENT, which shall not take effect until ESCROW AGENT is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to PURCHASER of the identity of the successor escrow agent, the Bank in the State of New York where the Deposit is being held, and the account number therefor.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2 above, ESCROW AGENT shall deliver the Deposit held by ESCROW AGENT and the Purchase Agreement and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

**8. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon SPONSOR, PURCHASER, and ESCROW AGENT and their respective successors and assigns.

**9. GOVERNING LAW.**

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

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

Prior to release of the Deposit, ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

**11. SEVERABILITY.**

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. INDEMNIFICATION.**

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of ESCROW AGENT. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

**13. WAIVER VOID.**

Any provisions in the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligations of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §352-e(2-b) and §352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan or any amendment thereto.

**14. ENTIRE AGREEMENT.**

This Agreement, read together with GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law'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 written above.

ESCROW AGENT:

WOODS OVIATT GILMAN LLP

By: \_\_\_\_\_  
Name: Kelley Ross Brown  
Title: Partner

SPONSOR

3 Parker LLC

By: \_\_\_\_\_  
Name: David J. Riedman  
Title: Sole Member

Purchaser: \_\_\_\_\_  
Name: \_\_\_\_\_

Purchaser: \_\_\_\_\_  
Name: \_\_\_\_\_





## UNIT RESERVATION AGREEMENT

**Sponsor:** 3 Parker LLC  
45 East Avenue  
Rochester, New York 14604

**Prospective Buyer:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Unit:** Unit \_\_\_\_  
Parker Street Condominium  
Village of Fairport, Town of Perinton, County of Monroe  
State of New York

1. In accordance with and subject to the terms of the Offering Plan for Parker Street Condominium accepted for filing by the Department of Law on \_\_\_\_\_, 20\_\_ (as amended from time to time, the "Plan"), the Prospective Buyer ("PB") has indicated its interest in reserving an opportunity to purchase the above-referenced Unit (the "Unit") from Sponsor at the guaranteed purchase price of \$ \_\_\_\_\_ (the "Purchase Price") on such terms and conditions set forth in the unsigned form of purchase agreement for the Unit set forth as Exhibit A attached hereto and made a part hereof (the "Reservation Agreement"). Capitalized terms used herein and not otherwise defined herein shall have their respective meanings set forth in the Plan.

2. It is agreed that until termination of this Reservation Agreement as provided for below, Sponsor will not enter into any other Reservation Agreement or Purchase Agreement with respect to the Unit with any party other than PB, but with the Sponsor nevertheless reserving all rights to engage in all advertising, promotion, listing, and other marketing of the Unit for sale. However, prior to the Sponsor conducting any sales activity (including marketing), soliciting offers, or entering into any Unit Reservation Agreements, the Sponsor must ensure that any changes to the Offering Plan are documented in a filed and accepted amendment with the New York Department of Law. Likewise, the Sponsor may not conduct any sales activity (including marketing), soliciting offers, or entering into any Unit Reservation Agreements once the offering plan has become "stale." An offering plan becomes "stale" when an amendment is required, but not timely filed, with the New York Department of Law.

3. a) Upon execution of this Reservation Agreement, Sponsor shall remit to Escrow Agent PB's deposit in the total amount of \$10,000.00 (the "Unit Reservation Deposit") to be held in escrow and disbursed in accordance with the terms set forth herein. The Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h, and the Attorney General's regulations promulgated pursuant thereto.

b) The law firm of Woods Oviatt Gilman LLP, with an address at 1900 Bausch & Lomb Place, Rochester, New York 14604, telephone number 585-987-2800 shall serve as escrow agent ("Escrow Agent") for Sponsor and PB. Escrow Agent has designated the following

attorneys to serve as signatories: Kelley Ross Brown, Esq.; W. Stephen Tierney, Esq.; Jerry A. Goldman, Esq.; David DiMarco, Esq.; and Kristopher Vurraro, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

c) Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Reservation Agreement or otherwise concerning the maintenance of release of the Unit Reservation Deposit from escrow.

d) The Escrow Agent has established the escrow account at M&T Bank, located at 3 City Center, 180 South Clinton Avenue, Rochester, New York 14604 ("Bank"), a bank authorized to do business in the State of New York. The special escrow account is entitled "Woods Oviatt Gilman LLP Attorney Escrow Account for Parker Street Condominium ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured.

e) All Unit Reservation Deposits received from PB shall be in the form of checks or wire transfers of immediately available funds, and shall be made payable to the order of Woods Oviatt Gilman LLP, as Escrow Agent.

f) The account does not bear interest for the PB, as the Sponsor has elected to place the funds in a separate Interest-On-Lawyer's-Account ("IOLA") pursuant to Judiciary Law Section 497. However, no fees of any kind may be deducted from the account principal, and the Sponsor shall bear any administrative cost for maintenance of the account.

g) Within five (5) business days after this Reservation Agreement has been tendered to Escrow Agent along with the Unit Reservation Deposit, the Escrow Agent shall sign the Reservation Agreement and place the Unit Reservation Deposit into a the Escrow Account for the benefit of PB. Within ten (10) business days of the placing the deposit in the Subaccount, Escrow Agent shall provide written notice to PB and Sponsor, confirming the Unit Reservation Deposit.

h) The Escrow Agent shall send notice to PB once the Unit Reservation Deposit is placed in the Subaccount. If PB does not receive notice of such deposit within fifteen (15) business days after tender of the Unit Reservation Deposit, he or she may cancel this Reservation Agreement within ninety (90) days after tender of the Reservation Agreement and Unit Reservation Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street New York, N.Y. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Unit Reservation Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning deposits and requisite notice was timely mailed to PB.

i) All Unit Reservation Deposits are and shall continue to be PB's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

j) The Escrow Agent shall release the Unit Reservation Deposit if so directed:

(a) pursuant to terms and conditions set forth in this Reservation Agreement; or

(b) in a subsequent writing signed by both Sponsor and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Unit Reservation Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Unit Reservation Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Unit Reservation Deposit. If the Escrow Agent has not received notice of objection to the release of the Unit Reservation Deposit prior to the expiration of the thirty (30) day period, the Unit Reservation Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Unit Reservation Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Unit Reservation Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Building is located and shall give written notice to both parties of such deposit.

k) In the event that an Amendment abandoning the Plan is accepted for filing by the Department of Law, Escrow Agent shall promptly return the Unit Reservation Deposit to PB.

l) The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

m) Any provision of any Reservation Agreement or separate agreement, whether oral or in writing, by which a prospective Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Unit Reservation Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Reservation Agreement, Plan, or any amendment thereto.

n) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

o) A fiduciary relationship shall exist between Escrow Agent and PB, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

p) Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Reservation Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

q) Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Unit Reservation Deposit received by them to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Unit Reservation Deposit by PB.

r) Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

s) Prior to release of the Unit Reservation Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Unit Reservation Deposit nor deducted from the Deposit by any financial institution under any circumstance.

t) Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Reservation Agreement or the performance or non-performance of Escrow Agent's duties under this Reservation Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Reservation Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

THE UNIT RESERVATION DEPOSIT WILL BE FULLY REFUNDABLE TO PB UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON AND IN ALL EVENTS AND CIRCUMSTANCES WHATSOEVER, AND SPONSOR WILL IN NO EVENT HAVE ANY RIGHT, TITLE, OR INTEREST TO THE UNIT RESERVATION DEPOSIT, NOR WILL SPONSOR HAVE ANY RIGHT TO RETAIN ANY PORTION OF THE UNIT RESERVATION DEPOSIT UNLESS A PURCHASE AGREEMENT IS EXECUTED BETWEEN SPONSOR AND PB AS SET FORTH HEREIN. THE TIME PERIODS SET FORTH IN THIS AGREEMENT FOR RETURN OF THE UNIT RESERVATION DEPOSIT ARE SUBJECT TO THE CLEARING OF ANY CHECK FURNISHED BY PB FOR THE UNIT RESERVATION DEPOSIT AND SO DEPOSITED IN THE ESCROW AGENT'S SPECIAL ESCROW ACCOUNT.

4. Upon execution of the Reserved Unit Purchase Agreement between Sponsor and PB, this Reservation Agreement will be deemed terminated and the Unit Reservation Deposit will be retained in the Subaccount by Escrow Agent and credited against the Down Payment due under the Purchase Agreement.

SIGNATURE PAGE FOLLOWS

Prospective Seller:

Prospective Buyer:

3 PARKER LLC

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

Name: David J. Riedman

Title: Sole Member

\_\_\_\_\_

***As to Escrow Provisions:***

**ESCROW AGENT:**

WOODS OVIATT GILMAN LLP

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

Name:

EXHIBIT A TO RESERVATION AGREEMENT  
FORM OF PURCHASE AGREEMENT FOR UNIT \_\_\_\_\_

See Attached.



**POSSESSION AGREEMENT**  
**(Buyer Pre-Closing Possession)**

THIS POSSESSION AGREEMENT is made by and between 3 Parker LLC, 45 East Avenue, Rochester New York 14604 ("Seller") and

\* \_\_\_\_\_, who reside at  
\* \_\_\_\_\_ ("Buyer").

WHEREAS, Seller and Buyer have entered into a Purchase and Sale Contract for Residential Property dated \* \_\_\_\_\_ (the "Contract"), whereby Seller has agreed to sell and Buyer has agreed to buy certain real property and improvements located at \* \_\_\_\_\_ (the "Property"); and

WHEREAS, pursuant to the terms of the Contract, the closing thereunder is to occur on or about \* \_\_\_\_\_; and

WHEREAS, circumstances have now arisen whereby Buyer wishes to enter into possession of the Property prior to the date of title transfer; and

WHEREAS, Seller has agreed to permit Buyer to have possession of the Property upon the terms and conditions hereinafter described; and

WHEREAS, except as expressly modified by the terms hereof, the parties intend to transfer title to the Property pursuant to the terms of the Contract.

NOW, THEREFORE, for a good and valuable consideration, Seller and Buyer covenant and agree as follows:

1. Buyer shall be permitted to enter into possession of the Property on \* \_\_\_\_\_, 20\_\_\_\_ at \* \_\_\_ o'clock \*[a.m.] [p.m.]. Seller grants Buyer the right to early possession solely as a convenience to Buyer and no tenancy shall be created thereby. As consideration for such temporary possession, Buyer shall pay Seller rental \*[upon execution hereof] [on the first day of each month during the term hereof] [at closing] in the amount of \$\* \_\_\_\_\_ per \*[day] [month], which amount includes compensation for \*[real property taxes] [ \_\_\_\_\_] for the Property, plus such additional charges relating to the occupancy of the Property as hereinafter described. If this Agreement is effective on a day other than the first of the month, Buyer shall pay Seller upon execution pro-rata rental for the remaining number of days for the first partial month of possession.

2. The closing of title to the Property shall occur on or about \* \_\_\_\_\_, 20\_\_\_\_, at which time it is anticipated this Possession Agreement shall terminate. Closing adjustments (including real property tax adjustments unless specifically included as rental in paragraph 1 above) pursuant to the Contract will be adjusted as of the date of closing. If the closing shall fail to occur, for whatever reason, Buyer shall remain obligated to pay rent accruing during Buyer's period of occupancy of the Property.

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3. While Buyer is in possession of the Property, Buyer shall be responsible for and pay all utility charges and service contracts, including but not limited to all refuse collection, gas, electricity, telephone, water and pure waters, cable and security system charges which are payable with respect to Buyer's use of the Property.

4. Buyer shall comply with the requirements of all laws, orders, ordinances, and regulations of any competent authority that shall impose any duty on Buyer with respect to Buyer's use or occupancy of the Property.

5. Buyer acknowledges that prior to Buyer taking possession that Buyer has had the opportunity to fully inspect the Property and Buyer hereby waives any objections to closing based upon the condition thereof. This shall not be a waiver of any other rights or obligations under the terms of the Contract.

6. Buyer shall maintain the Property in good repair during Buyer's period of occupancy. Buyer shall promptly inform Seller as to any structural repairs or other repairs the cost of which exceeds \$\*\_\_\_\_\_. Unless an emergency situation exists, Buyer shall not have any repairs made unless Seller agrees to them; in any event repairs shall be made at Buyer's cost. In the event that the Contract is terminated, through no fault of Buyer, Seller shall reimburse Buyer for any structural repairs or repairs the cost of which exceeded \$\*\_\_\_\_\_ and which were either emergency repairs or approved by Seller. Notwithstanding, Buyer shall be responsible for the cost of all repairs during the term of this Possession Agreement.

7. Buyer shall not make any changes to the appearance of the Property during the term hereof without the prior written consent of Seller. This prohibition includes, without limitation, the agreement by Buyer not to remove any carpeting, paint all or any portion of the interior or exterior of any structures, redecorate or remodel any portion of the property, remove any trees or landscaping or install any fencing. If Buyer does not comply with the terms of this paragraph, Buyer shall be fully responsible to Seller for any resultant damages.

8. During the term of this Possession Agreement, Seller shall insure the Property against fire with extended coverage endorsement in the amount of \$\*\_\_\_\_\_. Buyer shall be responsible for insuring Buyer's personal property and shall also carry public liability coverage.

9. Seller shall have the right to inspect the Property at any time upon reasonable notice.

10. The rent obligations of Buyer hereunder shall continue until Buyer vacates the Property, the Contract is terminated or until closing, whichever first occurs. Upon the transfer of title pursuant to the terms of the Contract, the obligations of Buyer under this Possession Agreement shall terminate.

11. Upon termination of the Contract, Buyer shall immediately vacate the Property. Notwithstanding the status of the Contract, nothing contained herein, however, shall impose any duty on Seller, whether express or implied, to permit Buyer to remain in possession after \* \_\_\_ o'clock \*[a.m.] [p.m.] on \* \_\_\_\_\_, 20\_\_\_, at which time the possessory interest created hereunder shall terminate.

12. If the Seller is the prevailing party, Buyer shall pay all costs, including reasonable attorney's fees, incurred by Seller in evicting Buyer from the Property upon default hereof. Buyer agrees that Seller may use summary legal proceedings to evict Buyer from the Property in the event it becomes necessary for Seller to institute a legal action to evict Buyer.

13. Buyer shall deposit the amount of \$\* \_\_\_\_\_ with Seller's attorneys to be held as a security deposit to secure Buyer's obligations hereunder. The security deposit shall be placed in an "IOLA" attorney trust account. No interest shall be paid on such funds to Seller or Buyer. If Buyer fully complies with the terms hereof, the security deposit shall be returned or credited against the purchase price at closing. If Buyer does not fully comply with the terms hereof, the security deposit may be used by Seller to pay amounts owed hereunder by Buyer and the balance returned.

14. Buyer shall be in default hereunder should they fail to comply with any of the terms hereof. Upon Buyer's default, Seller shall have the authority to commence a legal action to evict Buyer.

15. The rights of possession hereunder are personal to Buyer and may not be assigned, nor may the Property be sublet.

16. Any notices given pursuant to this Possession Agreement shall be made in writing, mailed first class registered, postage prepaid, or delivered, as follows:

(1) If to Seller, to

3 Parker LLC  
45 East Avenue  
Rochester, New York `14604

(2) If to Buyer, to

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

The parties agree that notices hereunder may be given and/or received by their respective attorneys. Copies of any notices sent to a party hereunder shall likewise be forwarded to that party's attorneys.

17. If any of the terms and provisions of the Contract conflict with any of the terms and provisions of this Possession Agreement, the terms and conditions of this Possession Agreement shall prevail. Notwithstanding, the parties expressly reserve all rights and remedies available under the Contract unless otherwise modified by this Possession Agreement.

18. Buyer agrees to indemnify and hold Seller harmless from any liability incurred as a result of Buyer's possession of the Property.

19. The parties mutually waive trial by jury in any action or proceeding commenced by them concerning the terms of this Possession Agreement. In any proceeding by Seller to obtain possession of the Property, Buyer shall have no right to assert any counterclaims or set-offs.

20. This Possession Agreement represents the complete agreement of the parties concerning the granting of possession to the Property. No verbal agreements or promises will be binding on either party unless such agreements are in writing and signed by both parties.

21. This Possession Agreement shall inure to the benefit of and bind the heirs, successors and representatives of the parties hereto, except as herein otherwise provided.

22. This Possession Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

23. The singular shall be read in the plural if this Agreement is executed by more than one buyer and/or one seller, and the masculine shall be read in the feminine if appropriate.

24. No rental protection laws are applicable to this interim lease.

25. An uncured default under the purchase agreement shall be deemed a default under the lease and vice versa. However, Seller will obtain an order of eviction against the lessee (unless the lessee has vacated the property) before utilizing the lease default to declare a default under the purchase agreement. After a default under the purchase agreement, or rescission of the purchase agreement by the lessee, the interim lessee will have ten (10) days to vacate the property.

26. The risk of loss is on the lessee for the losses not covered by the Condominium's insurance (i.e. personal property). Seller assumes the risk of loss to the Unit. A Purchaser taking possession prior to closing is advised to obtain insurance for items not covered by the Condominium's insurance.

IN WITNESS WHEREOF, the parties have hereunder set their hands as of the \* \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Witness:

\_\_\_\_\_

Seller:

3 PARKER LLC

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

David J. Riedman, Sole Member

Witness:

\_\_\_\_\_

Buyer:

\_\_\_\_\_

\_\_\_\_\_