

**CPS-7 APPLICATION (2015)
(OFFERING MATERIALS)**

**ROCKDALE MEADOWS HOMEOWNERS
ASSOCIATION, INC.**

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SECTION 1
ACCEPTANCE LETTER FROM NEW YORK STATE
ATTORNEY GENERAL



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL

DIVISION OF ECONOMIC JUSTICE
REAL ESTATE FINANCE BUREAU

April 3, 2015

Writer's Direct Info:
(212)416-8176
Nancy.Haber@ag.ny.gov

Paula A. Lapin, Esq.
Woods Oviatt Gilman LLP
700 Crossroads Building
2 State Street
Rochester, New York 14614

RE: **CPS-7 APPLICATION**
Rockdale Meadows Homeowners Association
Town of Pittsford, NY, Monroe County
File No.: HO-15-0009

Dear Ms. Lapin :

The Department of Law has reviewed your application for CPS-7 treatment for a "no-action letter" submitted on April 1, 2015 for the above-referenced homeowners association.

Based upon the affidavit and all supporting documentation submitted by you in connection with the application, such CPS-7 treatment is granted as of the date of this letter. Accordingly, no enforcement action will be taken against you for failure to file an offering plan in compliance with General Business Law Section 352-e provided that you are in full compliance with the representations made in the final CPS-7 application.

The granting of CPS-7 treatment is on such terms and conditions as the Department of Law may impose, in its discretion, in order to protect the public interest. It is based solely on the information provided in the application. Any material misstatement or omission of a material fact in the application may render the CPS-7 treatment void ab initio and may subject you to enforcement action.

The granting of this CPS-7 treatment shall not be construed to be a waiver of, or limitation on, the Attorney General's authority to take enforcement action for

violation of Article 23-A of the General Business Law or other applicable provisions of law.

Very truly yours,


Nancy J. Haber

Assistant Attorney General

SECTION 2
AFFIDAVIT OF SPONSOR
(CLOVER STREET DEVELOPMENT CORP.)

CPS-7 Application
ROCKDALE MEADOWS HOMEOWNERS ASSOCIATION, INC.
Coventry Ridge, Pittsford, New York

AFFIDAVIT

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

Re: Rockdale Meadows Homeowners Association
Coventry Ridge, Pittsford, New York

Theodore F. Spall, Jr. and Stacey Smith, being duly sworn, depose and state as follows:

1. Clover Street Development Corp., a New York corporation with offices at 30 Grove Street, Pittsford, New York 14534 ("Sponsor") is the Sponsor of the Rockdale Meadows Homeowners Association, an HOA with a de minimis cooperative interest.

2. Sponsor owns the property known as Coventry Ridge Subdivision in the Town of Pittsford, New York and, in particular, Section 2 of the subdivision, a part of which will constitute the Rockdale Meadows Homeowners Association ("HOA"). All 21 lots in the HOA are owned by the Sponsor. Sponsor's related entity, Rockdale Meadows Construction Corp. ("Co-Sponsor") will build all homes in the HOA and sell them to prospective buyers. Sponsor will convey all 21 lots to Co-Sponsor. The transfer of homes by Co-Sponsor to buyers will include full membership rights in the HOA. Such obligation is included in a contract between Sponsor and Co-Sponsor. Co-Sponsor will register as a Broker-Dealer with the Department of Law. This obligation is also included in the contract between Sponsor and Co-Sponsor. Attached hereto is a current copy of Sponsor's deed to the property.

3. The HOA will not own any property. The lots are on public roads known as Coventry Ridge and Rockdale Meadows. Sponsor will comply with all Town requirements for dedication. Sponsor will be responsible for all costs of road maintenance until dedication is accepted.

4. The property is in vacant condition and there are no lawsuits, administrative proceedings, litigation, foreclosures, bankruptcies or other proceedings the outcome of which may materially affect the offering, the property, the rights of homeowners or Sponsor's capacity to perform all of its obligations stated in the HOA documents or this application.

5. The HOA will provide landscaping services, trash removal, snow plowing and driveway sealing to the 21 lots. The HOA will also remove ice from driveways and maintain the walk from the driveway to the home. Maintenance shall be limited to removal of ice and snow. This fits the CPS-7 guidelines because there is no common interest but property will be cooperatively maintained by the hiring of vendors servicing the HOA.

6. No homes have been built. It is anticipated that construction will begin in June of 2015. The 21 lots should be developed and sold by May, 2020 depending on market acceptance. When constructed, no homes will have party walls. All 21 homes will be separate, single family patio homes. Construction has not commenced. The use of the property will comply with all local zoning and building regulations.

7. An Escrow Agreement is attached as Exhibit A between the purchaser, the Escrow Agent and Co-Sponsor. The Co-Sponsor will comply with the escrow and trust fund provisions of GBL section 352-e(2-b) and Section 352-h of the regulations adopted by the Attorney General in Part 22 and will hold all down payments (but not the progress payments required by the construction contract) for the purchase of the property in trust for the benefit of the purchasers. Such funds will not be commingled with the moneys of the Co-Sponsor until actually employed in connection with the consummation of the transaction.

8. The sponsor will provide to each offeree the following:

- (a) A statement that the purchase price of the home includes the cost of membership, if any, in the HOA;
- (b) A copy of the Sponsor's deed to the property;
- (c) The estimated monthly assessments and budget, including backup documentation and/or budget certification;
- (d) Disclosure of the escrow account as required by 13 NYCRR Section 22.3(k)(2); and
- (e) A complete copy of the original CPS-7 application as well as the letter from the Department of Law granting such treatment.

9. Sponsor owns the balance of the adjoining property, which are sections 1, 3 and 4 and the remaining portion of Section 2 of Coventry Ridge Subdivision. Such sections will not be part of the HOA. They have been or will be developed as single family homes.

10. The purchase price of the homes includes membership in the HOA.

11. Sponsor is obligated to pay assessments on unsold lots, which amount is not to exceed the lesser of (1) assessments on all unsold lots or (2) the difference between the actual expenses (including reserves applicable to completed improvements as set forth in the budget) and the HOA charges levied on owners who have closed on their homes, as set forth in the budget.

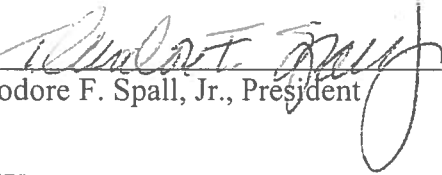
12. Assessments will commence for home buyers upon the closing of title to their homes and will be paid quarterly. Unpaid charges will bear interest at 9% per year and late charges will also apply. The unpaid common fees will be a lien upon the property and the home buyer will be responsible for all costs of collection, including reasonable attorney's fees. The lien for unpaid charges will be subordinate only to real estate taxes and first mortgages of record on the home.

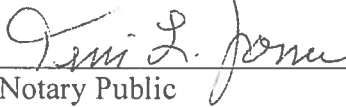
13. Any mortgages that remain on the property after the first closing will be subordinate to the Declaration of Covenants to be filed against the property.

14. Sponsor will not amend this application to change the de minimis nature of the HOA maintained property.

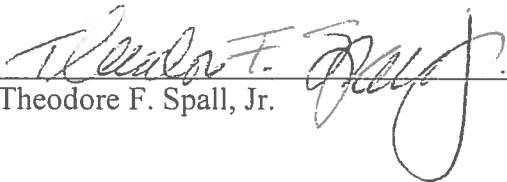
15. Sponsor will immediately amend this application if there are material changes in the facts or circumstances herein.


Clover Street Development Corp.

BY: 
Theodore F. Spall, Jr., President

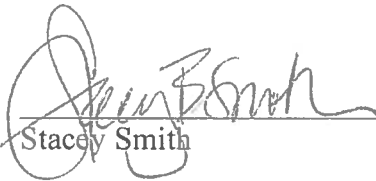
Sworn to before me this 19th
day of November, 2014.

Notary Public

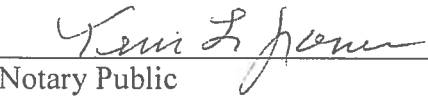
TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017


Theodore F. Spall, Jr.

Sworn to before me this 19th
day of November, 2014

Notary Public

TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017


Stacy Smith

Sworn to before me this 19th
day of November, 2014

Notary Public

TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017

SECTION 3
SPONSOR'S DEED

MONROE COUNTY CLERK'S OFFICE
ROCHESTER, NY

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Return To:
BOX 93

SPALL, SUZANNE A
SPALL, THEODORE F UR
CLOVER STREET DEVELOPMENT CORP

Receipt # 1179122
Index DEEDS
Book 11486 Page 196
No. Pages : 7
Instrument DEED OTHER
Date : 12/31/2014
Time : 11:01:56AM
Control # 201412310217
TT # TT0000008086
Ref 1 #
Employee: TracyC

COUNTY FEE TP584	\$	5.00
MISCELLANEOUS COUNTY FEE	\$	0.00
COUNTY FEE NUMBER PAGES	\$	30.00
RECORDING FEE	\$	45.00
RP5217 COUNTY FEE	\$	9.00
RP5217 STATE EQUAL ADDIT FEE	\$	241.00
STATE FEE TRANSFER TAX	\$	1,344.00

Total \$ 1,674.00

State of New York

MONROE COUNTY CLERK'S OFFICE

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

CHERYL DINOLFO
MONROE COUNTY CLERK



PI192-201412310217-7

<u>TRANSFER AMT</u>	
TRANSFER AMT	\$335,664.00
TRANSFER TAX	\$1,344.00

S

Box 93 (RWC)

RECORDED

2014 DEC 31 AM 11:00

MONROE COUNTY CLERK

WARRANTY DEED

This indenture, made the 29th day of December, 2014 between

Theodore F. Spall, Jr. and Suzanne A. Spall, husband and wife, residing at 9 Grandhill Way, Pittsford, New York 14534

parties of the first part, and

Clover Street Development Corp., a New York corporation with offices at 30 Grove Street, Pittsford, New York 14534,

party of the second part,

WITNESSETH, that the parties of the first part, in consideration of ONE AND NO/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever,

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

This conveyance is made and accepted subject to all public utility easements, easements, covenants and restrictions of record affecting said premises, if any.

Being and hereby intending to convey part of the same premises conveyed to the parties of the first part by deed recorded in the Monroe County Clerk's Office on _____, 2014 in Liber _____ of Deeds, page _____.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

Tax Account No.:	Part of 177.04-1-15.11
Property Address:	Clover Street, Town of Pittsford, New York
Tax Mailing Address:	c/o Spall Homes Corp., 30 Grove Street, Pittsford, New York 14534

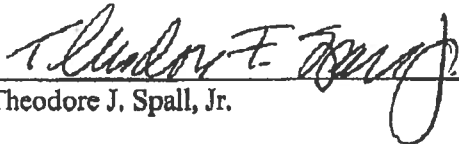
And said parties of the first part covenant as follows:

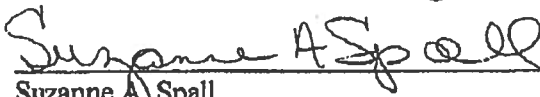
FIRST. That the party of the second part shall quietly enjoy the said premises.

SECOND. That said parties of the first part will forever warrant the title to said premises.

THIRD. That, in compliance with Sec. 13 of the Lien Law, the parties of the first part 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.

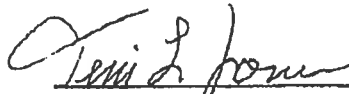
IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.


Theodore J. Spall, Jr.


Suzanne A. Spall

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

On the 29 day of December in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore J. Spall, Jr. and Suzanne A. Spall, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.


Notary Public

TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017

Schedule "A"

Description of
Lands to be developed
Coventry Ridge Section 2

ALL THAT TRACT OR PARCEL OF LAND containing 26.148 acres more or less, situate in the Town of Pittsford, County of Monroe, and State of New York, as shown on the drawing entitled "Coventry Ridge Subdivision, Section 2, Subdivision Plat," prepared by BME Associates, having drawing number 9502E-02 & 9502E-03, last revised November 20, 2014, being more particularly bounded and described as follows:

Commencing at a point in the easterly right of way line of New York State Route 65 (49.5' Right-of-Way, per N.Y.S.D.O.T. Records), said point also being the northwest corner of lands now or formerly of the town of Pittsford, tax account number 177.04-1-14; thence

- A. N 40°48'10" E, a distance of 376.11 feet to the Point of Beginning; thence
 1. N 40°48'10" E, a distance of 130.27 feet to a point; thence
 2. Southeasterly, along a curve to the left, having a radius of 35.00 feet and a chord bearing of S 07°07'38" E, a distance of 58.56 feet to a point; thence
 3. Northeasterly, along a compound curve to the left, having a radius of 120.00 feet, a distance of 194.41 feet to a point; thence
 4. N 32°07'01" E, a distance of 119.25 feet to a point; thence
 5. Northeasterly, along a curve to the right, having a radius of 605.00 feet, a distance of 91.71 feet to a point; thence
 6. N 40°48'09" E, a distance of 231.20 feet to a point; thence
 7. Northeasterly, along a curve to the right, having a radius of 180.00 feet, a distance of 265.74 feet to a point; thence
 8. S 54°36'30" E, a distance of 75.96 feet to a point; thence
 9. Southeasterly, along a curve to the left, having a radius of 225.00 feet a, a distance of 218.11 feet to a point; thence
 10. N 24°18'42" W, a distance of 172.42 feet to a point; thence
 11. N 35°20'47" E, a distance of 29.64 feet to a point; thence
 12. N 54°39'13" W, a distance of 135.00 feet to a point; thence

Schedule "A" (continued)

13. N 29°06'47" E, a distance of 360.73 feet to a point; thence
14. S 89°06'12" E, a distance of 457.57 feet to a point; thence
15. S 35°34'40" E, a distance of 206.48 feet to a point; thence
16. S 01°14'56" W, a distance of 57.99 feet to a point; thence
17. S 88°45'04" E, a distance of 212.00 feet to a point; thence
18. S 86°37'52" E, a distance of 127.22 feet to a point; thence
19. S 62°22'09" E, a distance of 133.03 feet to a point; thence
20. N 65°55'31" E, a distance of 71.19 feet to a point; thence
21. S 24°04'29" E, a distance of 160.00 feet to a point; thence
22. Northeasterly, along a non-tangent curve to the right, having a radius of 280.00 feet and a chord bearing of N 65°33'22" E, a distance of 3.60 feet to a point; thence
23. N 65°55'31" E, a distance of 11.39 feet to a point; thence
24. S 24°04'29" E, a distance of 60.00 feet to a point; thence
25. N 65°55'31" E, a distance of 90.00 feet to a point; thence
26. S 24°04'29" E, a distance of 160.00 feet to a point; thence
27. S 44°10'47" W, a distance of 149.25 feet to a point; thence
28. S 44°15'49" E, a distance of 209.21 feet to a point; thence
29. Southeasterly, along a curve to the left, having a radius of 170.00 feet, a distance of 40.22 feet to a point; thence
30. S 32°10'46" W, a distance of 60.00 feet to a point; thence
31. Northwesterly, along a non-tangent curve to the right, having a radius of 230.00 feet and a chord bearing of N 51°02'31" W, a distance of 54.42 feet to a point; thence
32. N 44°15'49" W, a distance of 253.24 feet to a point; thence

Schedule "A" (continued)

33. S 45°44'11" W, a distance of 123.20 feet to a point; thence
 34. N 48°04'24" W, a distance of 216.51 feet to a point; thence
 35. Southwesterly, along a non-tangent curve to the left, having a radius of 1205.00 feet and a chord bearing of S 40°33'14" W, a distance of 57.74 feet to a point; thence
 36. N 52°08'14" W, a distance of 141.86 feet to a point; thence
 37. S 66°28'26" W, a distance of 143.18 feet to a point; thence
 38. N 88°45'04" W, a distance of 202.94 feet to a point; thence
 39. S 72°22'50" W, a distance of 235.89 feet to a point; thence
 40. Southeasterly, along a non-tangent curve to the right, having a radius of 920.00 feet and a chord bearing of S 17°28'37" E, a distance of 4.58 feet to a point; thence
 41. S 72°39'56" W, a distance of 159.75 feet to a point; thence
 42. S 40°48'09" W, a distance of 668.18 feet to a point; thence
 43. N 48°39'55" W, a distance of 158.85 feet to a point; thence
 44. Southwesterly, along a non-tangent curve to the left, having a radius of 30.00 feet and a chord bearing of S 01°03'04" W, a distance of 24.98 feet to a point; thence
 45. Southwesterly, along a reverse curve to the right, having a radius of 60.00 feet, a distance of 211.97 feet to a point; thence
 46. N 49°11'51" W, a distance of 271.34 feet to a point; thence
 47. N 18°52'39" W, a distance of 60.00 feet to a point; thence
 48. Northwesterly, along a non-tangent curve to the right, having a radius of 180.00 feet and a chord bearing of N 80°11'38" W, a distance of 180.22 feet to a point; thence
 49. Southwesterly, along a reverse curve to the left, having a radius of 35.00 feet, a distance of 53.56 feet to a point; thence
-

Schedule "A" (continued)

EXCEPTING THEREFROM, lands shown on the aforementioned drawing prepared by BME Associates designated as 'Open Space J', being more particularly bounded and described as follows:

Beginning at a point on the northerly right-of-way line of Coventry Ridge (60' Right-of-Way), said point also having a centerline station of 29+10.44; thence

1. S 66°35'37" W, a distance of 139.86 feet to a point; thence
2. Northwesterly, along a tangent curve to the right, having a radius of 35.00 feet, a distance of 54.98 feet to a point; thence
3. N 23°24'23" W, a distance of 81.45 feet to a point; thence
4. Northeasterly, along a tangent curve to the right, having a radius of 120.00 feet, a distance of 376.99 feet to a point; thence
5. S 23°24'23" E, a distance of 82.60 feet to a point; thence
6. Southwesterly, along a tangent curve to the right, having a radius of 35.00 feet, a distance of 57.65 feet to a point; thence
7. Southwesterly, along a non-tangent curve to the left, having a radius of 360.00 feet, a distance of 27.49 feet to the Point of Beginning.

SECTION 4
CERTIFICATION OF SPONSOR

CERTIFICATION OF SPONSOR AND ITS PRINCIPALS

**Re: Rockdale Meadows Homeowners Association, Inc. ("HOA")
Town of Pittsford, Monroe County, New York**

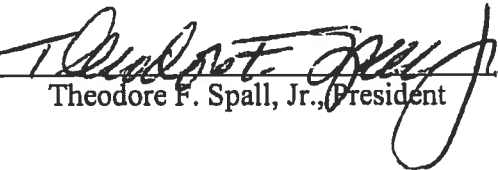
We are the Sponsor and the principals of the Sponsor of the HOA for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the New York General Business Law, the regulations promulgated by the Attorney General in Part 22, and such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

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

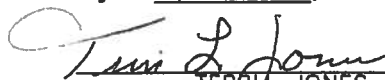
We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the amendment gives full disclosure as to the amenities included in the HOA, the condition of the property, identity of the parties involved and any lawsuits, administrative proceedings, litigation or other proceedings the outcome of which may materially affect the offering, the property or Sponsor's capacity to perform all of its obligations to the HOA or the operation of the HOA and complies with the Attorney General's requirements for granting a CPS-7 application.

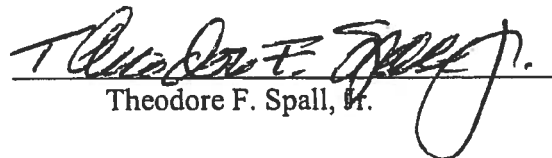
This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the New York General Business Law and Penal Law.

Clover Street Development Corp.


By: 
Theodore F. Spall, Jr., President

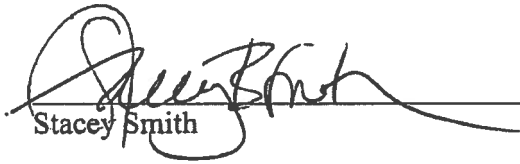
Sworn to before me this 25th
day of March, 2015.


TERRIL L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017

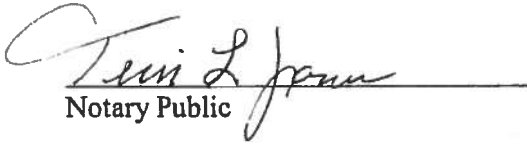

Theodore F. Spall, Jr.

Sworn to before me this 25th
day of March, 2015.

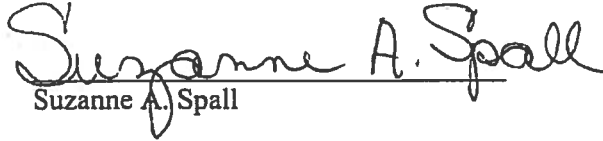

Notary Public
TERRIL L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017


Stacey Smith

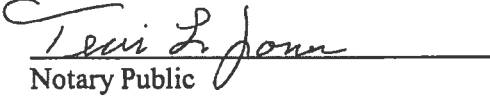
Sworn to before me this 25th
day of March 2015.


Notary Public

TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017


Suzanne A. Spall

Sworn to before me this 25th
day of March, 2015


Notary Public

TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017

Karen Spall

Sworn to before me this _____
day of _____, 2015

Notary Public

Stacey Smith

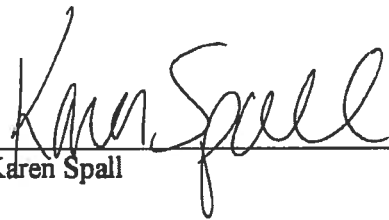
Sworn to before me this ____
day of ____ 2015.

Notary Public

Suzanne A. Spall

Sworn to before me this ____
day of _____, 2015

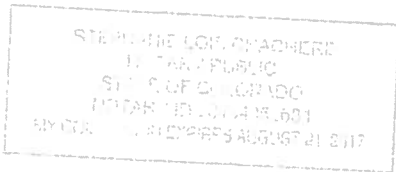
Notary Public



Karen Spall

Sworn to before me this 24
day of March, 2015

Notary Public Stephanie Chacher



SECTION 5
CERTIFICATION OF CO-SPONSOR

CERTIFICATION OF CO-SPONSOR AND ITS PRINCIPAL

Re: **Rockdale Meadows Homeowners Association, Inc. ("HOA")**
Town of Pittsford, Monroe County, New York

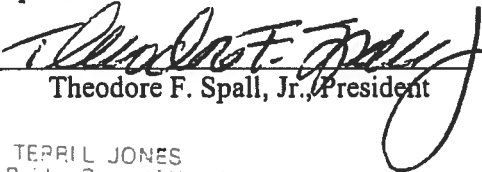
We are the Co-Sponsor and the principal of the Co-Sponsor of the HOA for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the New York General Business Law, the regulations promulgated by the Attorney General in Part 22, and such other laws and regulations as may be applicable, including the application pursuant to CPS-7.

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

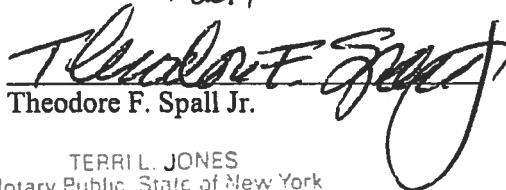
We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the application gives full disclosure as to the amenities included in the HOA, provides full disclosure as to the condition of the property, identity of the parties involved and any lawsuits, administrative proceedings, litigation or other proceedings the outcome of which may materially affect the offering, the property or Sponsor's capacity to perform all of its obligations to the HOA or the operation of the HOA and complies with the Attorney General's requirements for granting a CPS-7 application.

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.

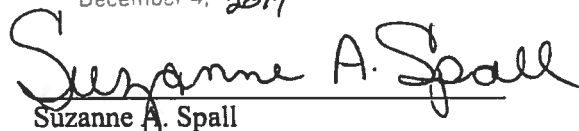
Rockdale Meadows Construction Corp.,
Co-Sponsor

By: 
Theodore F. Spall, Jr., President

TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017


Theodore F. Spall Jr.

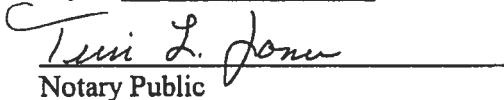
TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017


Suzanne A. Spall

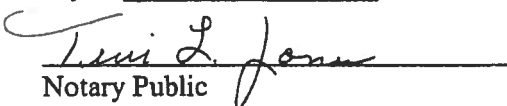
Sworn to before me this 25th
day of March, 2015


Notary Public

Sworn to before me this 25th
day of March, 2015


Notary Public

Sworn to before me this 25th
day of March, 2015


Notary Public

TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017

SECTION 6
ESCROW AGREEMENT

MODEL FORM OF ESCROW AGREEMENT

AGREEMENT made this ____ day of _____, 2014, by and among _____ ("PURCHASER"), Rockdale Meadows Construction Corp., 30 Grove street, Pittsford, New York 14534 ("CO-SPONSOR"), as Co-Sponsor of the ROCKDALE MEADOWS HOMEOWNERS ASSOCIATION offering materials ("Plan") and WOODS OVIATT GILMAN LLP, 2 State Street, Rochester, New York 14614 ("ESCROW AGENT").

WHEREAS, CO-SPONSOR has filed the Offering Materials with the Attorney General to offer for sale membership interests in the homeowners association at the premises located at Coventry Ridge, Pittsford, 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, CO-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 255 East 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 Rockdale Meadows Homeowners Association ("Escrow Account"). The account number is _____.

1.2. ESCROW AGENT has designated the following attorneys to serve as signatories: Paula A. Lapin, 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 2 State Street, Rochester, New York 14614, and a telephone number of (585) 987-2800.

EXHIBIT A

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 Co-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, 120 Broadway, 23rd Floor, New York, N.Y. 10271. 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 Co-Sponsor, as per GBL §352-h.

3.2 Under no circumstances shall CO-SPONSOR seek or accept release of the Deposit of a defaulting PURCHASER until after consummation of the Plan. Consummation of the Plan shall not relieve CO-SPONSOR or ESCROW AGENT of any obligation to PURCHASER as set forth in GBL §§ 352-3(2-b) and 352-h.

EXHIBIT A

3.3 ESCROW AGENT shall release the Deposit to PURCHASER or CO-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 home;

3.3.2 in a subsequent writing signed by both CO-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 CO-SPONSOR or PURCHASER to release the Deposit, then Escrow Agent must give both the Purchaser and Co-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 CO-SPONSOR informing them of said release. If Escrow Agent receives a written notice from either PURCHASER or CO-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 home is located and shall give written notice to both CO-SPONSOR and PURCHASER of such deposit.

3.5 Co-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.

EXHIBIT A

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 CO-SPONSOR.

6.1 CO-SPONSOR agrees that CO-SPONSOR and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the home 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 CO-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 CO-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 CO-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.

EXHIBIT A

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 CO-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 CO-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.

CO-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.

EXHIBIT A

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: Paula A. Lapin

Title: Of Counsel

CO-SPONSOR

Clover Street Development Corp.

By: _____

Name: Theodore F. Spall, Jr.

Title: President

Purchasers:

Name: _____

Name: _____

SECTION 7
SUBDIVISION APPROVAL

October 13, 2014

TOWN CLERK
TOWN OF
PITTSFORD, NY

2014 OCT 14 AM 10 32

**TOWN OF PITTSFORD
PLANNING BOARD
RESOLUTION
Coventry Ridge Sec II
Final Subdivision
Tax Parcels #177.04-1-15.11**

WHEREAS, BME Associates, as agent for Clover Street Development Corp., has made application for Section II Final Subdivision approval, which includes 42-lots on 58.9 +/- acres including 23.1 +/- acres of open space, based on application materials received by the Board on September 9, 2014; and

WHEREAS, negative declarations pursuant to SEQRA were granted on June 2, 1998 and February 8, 1999; and

WHEREAS, the DRC Report, dated February 7, 2014 and the response received March 3, 2014 were updated September 9, 2014; and

NOW, THEREFORE, upon consideration by the Planning Board of all written and oral submissions and testimony by the Applicant, and appropriate agencies, and the Planning Board having given this matter due deliberation and consideration; it is

RESOLVED, that the Planning Board of the Town of Pittsford grants Final Subdivision approval, based upon the following Findings of Fact and subject to compliance with the following Conditions of Approval:

FINDINGS OF FACT

1. This application is substantially consistent with the Preliminary approval granted on March 31, 2014. Lot numbers 90 and 91 are now included with this section. The conditions placed on the Preliminary approval that fall outside of this section remain in effect.
2. The developer has committed to evergreen plantings at the rear of lots 23-27 to help buffer existing residences.
3. Federal Wetlands Jurisdictional determination was issued for 5 years on December 19, 2011; this approval does not approve disturbance of Federal Wetlands.

CONDITIONS OF APPROVAL

1. Subject to resolution to or compliance with or resolution to the conditions of Preliminary subdivision approval and MRB review comments dated September 30, 2014, unless otherwise specified herein.
2. Special Districts, Park and or Lighting are subject to review by the DPW and Town Attorney as well as approval by the Town Board. Application fees are \$375.00 each.

3. Final plans must include open space monuments shown on the plat map at changes of direction and 200 foot increments.
4. Add following note to grading and erosion control plans, "Steep slope stabilization is to be provided on all slopes greater than 1 on 3 or any slope greater than 1 on 4 longer than 100'."
5. Dedication of lands to the Town of Pittsford is subject to Town Board approval. An environmental audit is required prior to the dedication of lands to the Town. If rural conservation lands are not dedicated, rural conservation easements are required.
6. The proposed property lines in section 4 are specifically not approved at this time.
7. The open space corridor along the northern side of lots 40 and 41 of the revised plans is intended to provide location for a public trail, agricultural buffer and maintenance access to open space areas "E" and "F". This open space corridor and property lines will be further defined at the time of Preliminary Subdivision application for that section, currently shown as section 4. The Property line of the PDR lands to the north must be staked from Larry Knickerbocker's corner west to Mark Green's southwest corner. Clearing limits will be staked/flagged at 30 feet from the line and verified by the Construction Inspector prior to clearing. Grading plan must be revised accordingly.
8. The sanitary sewer easement between lots 28 and 29 is required to be a permanent easement.
9. Subject to submission and approval of a complete SWPPP in conformance with applicable Phase II Stormwater regulations. Subject to Department of Public Works approval including but not limited to:
 - Submission of additional stormwater data, calculations and SWPPP revisions to resolve minor design inconsistencies. (further details will be provided under separate cover).
 - Revisions to the proposed culvert under Coventry Ridge to include an outlet structure similar to Stormwater Facility D.
 - Summary of Wq treatment provided under the proposed plan as compared to the Wq treatment volume required under current regulations, this information will serve to demonstrate the project's efforts to be as effective as possible in meeting the 2010 DEC regulations.
10. Subject to approval of the engineer's estimate and subsequent posting of a letter of credit in accordance with subdivision regulations.
11. Sewer entrance fees and construction inspection fees are due prior to Final Planning Board signature.
12. The following documentation is required prior to final Planning Board signature. (formats will be provided)
 - Executed easements.
 - Executed multiple affidavits.

- Executed offer of highway dedication with deed, EA-5217 and TP 584 prepared for the ROW. *
- Executed offer of land dedication with deed, EA-5217 and TP 584 prepared for Rural Conservation parcels.
- RGE available service letter.


13. The Town's Recreation Fund Fee of \$850.00 will apply to each lot when a building permit is issued.

14. Subject to applicable regulatory approvals including but not limited to Monroe County Health Department, Monroe County Water Authority, Pittsford Sewer Department, Town Engineer and the Department of Public Works.

The within Resolution was motioned by Planning Board Member, David Jefferson, seconded by Planning Board Member, Paula Liebschutz and voted upon by members of the Planning Board as follows:

Jeffrey Donlon	absent
David Jefferson	aye
Kevin Morabito	aye
Shannon Wegman	aye
Paula Liebschutz	aye
John Limbeck	aye

Adopted by the Planning Board: October 13, 2014


 Planning Board Secretary
 Linda Stoddard



RECEIVED
OCT 17 2014

NOTICE OF DECISION
TOWN OF PITTSFORD PLANNING BOARD

Date of Decision: October 13, 2014

BME ASSOCIATES

BME Associates
Martin Janda
10 Lift Bridge Lane East
Fairport, NY 14450

SUBJECT: Coventry Ridge Section 2
Final Subdivision
Tax Parcel #177.04-1-15.11

Please be advised that the Town of Pittsford Planning Board granted BME Associates, agent for Clover St. Development Corp. Final Subdivision approval for the 42 lot subdivision with associated improvements.

The Board's approval is based upon the Findings of Fact, and conditioned upon Compliance with the Conditions of approval, as indicated in the resolution adopted by the Planning Board. A copy is attached.

Note: Upon compliance with the Conditions of Approval as set out in the resolution, the mylars and one copy of the full set of plans may be submitted to the Department of Public Works for Planning Board signature.

NOTE: In accordance with Town Code §175-22 K Conditional approval of final plat shall expire 180 days from the date of Planning Board endorsement of conditional approval; thereon unless said final plat is filed in the office of the Monroe County Clerk. The Planning Board may extend the foregoing expiration time for periods of 90 days each if, in the Planning Board's opinion such extension is warranted by the particular circumstances.


Linda Stoddard
Planning Board Secretary

Dated: October 14, 2014
cc: Clover St. Development Corp.
Encl.

SECTION 8

SITE PLAN

SECTION 9
HOA BUDGET

**Rockdale Meadows Homeowners Association
 Projected Schedule of Receipts and Expenses
 for First Year of Operations Commencing January 1, 2016**

Notes

PROJECTED INCOME

MAINTENANCE CHARGES

\$224/unit/ month based on 21 units 1

Total \$56,448.00

PROJECTED EXPENSES

ADMINISTRATIVE

Legal 400.00 2

Audit 1,200.00 3

Office Exp. 494.00 4

Insurance 1,450.00 5

Management 6,000.00 6

CONTRACTED SERVICES

Landscape/Grounds 27,102.00 7

Snow Removal 12,600.00 8

Refuse 1,770.00 9

Lawn/Pest Control 3,438.00 10

Water .00 11

Electric .00 12

TAXES

Federal/State Income Taxes 50.00 13

RESERVE FUND

Blacktop 1,944.00 14

Total \$56,448.00

Footnotes to Projected Budget

1. The Sponsor has made this estimate of operating income and expense. This estimate is based upon the first twelve (12) months of operation of the Association commencing on or about January 1, 2016. The estimate cannot be construed as an assurance of final expenses, and it is based on information available at the time. This estimate is prepared as of January 1, 2016 which date is a reasonable projection of when the first closing is to occur.
2. Routine legal expenses are for occasional advice and for the annual audit certification letter by retained Association counsel. It is assumed that any collection fees expensed for delinquent accounts will be passed on to the unit owner per the Declaration and therefore will be reimbursed to the Association. This estimate is provided by Paula Lapin of Woods,Oviatt,Gilman,LLP, 700 Crossroads Building, 2 State Street, Rochester, New York 14614 (585)987-2800.
3. Audit fees for annual audit as projected by Bonn, Dioguradi & Ray, LLP, C.P.A's with an address of 70 Linden Oaks, Rochester, New York 14625. Fee includes the full audit, published audit statements to the Board of Directors, Owners, and preparation of all tax returns.
4. Office expenses include postage, copies, printing, payment cards or coupons, envelopes, supplies, long distance phone. This estimate is provided by Crofton Associates, Inc., 111 Marsh Road, Pittsford, New York, 14534, (585) 248-3840.
5. Insurance is based on estimates by First Niagara Risk Management with an address of 777 Canal View Boulevard, Suite 100, Rochester, New York 14623. Included is a Liability per Occurrence of \$1,000,000.00 with an aggregate of \$2,000,000.00. Non-Owned/Hired Auto Liability coverage is \$1,000,000.00. Directors and Officers Liability coverage is \$1,000,000.00. Homeowners are reminded to obtain additional insurance at their own expense to cover fire and casualty losses to the physical structure of their homes, losses to the contents of their homes and liability coverage for accidents occurring within their homes.
6. Management fees are based on \$500.00 per month. This quote is provided by Crofton Associates, Inc., 111 Marsh Road, Pittsford, New York, 14534, (585) 248-3840. This includes all accounting services including collection of monthly fees, paying all bills, annual budget preparation, attendance at monthly meetings, site inspections, fund management and periodic reserve fund studies, site supervision of contracted work, drafting maintenance bid specifications and bid procurement, delinquent account monitoring and collections, annual management letter, rules enforcement, provide professional advice guiding and reporting to a volunteer Board of Directors (refer to the management contract).
7. This is based on a bid from Loughman Associates. P.O. Box 1236, Fairport, New York 14450 (315) 597-4518. Services include weekly mowing and trimming, shrub pruning two times per year, weeding and planting bed maintenance including mulch and spring and fall clean-up.
8. Snow removal seasonal contract for the driveways and walkways servicing the townhomes. The estimate is for plowing at 3 inches of snowfall. Estimate is provided by Donald E. Northrup, Jr., 54 Main Street, Livonia, New York 14487 (585) 747-0000.

9. Refuse is quoted by Suburban Disposal Corporation, 22 Turner Drive, Spencerport, New York 14559, (585) 352-3900. Service is quoted for weekly pick-up of refuse and the recycling blue box at 21 units. The estimate includes 21 wheeled refuse toters with secure lid for each residence.

10. Chemical applications for lawn fertilization are quoted by One Step Tree and Lawncare, 4345 Buffalo Road, North Chili, New York 14514 (585)594-1095. Services provided include four applications of fertilizer and weed control.

11. Water is provided to each townhouse by individual metering. The Association may occasionally water plants, trees and lawn areas around residences for maintenance purposes and does not deem the consumption significant to necessitate reimbursement.

12. Electric is individually metered and provided by Rochester Gas and Electric Corp., 89 East Avenue, Rochester, New York 14649.

13. Estimate of taxes to be paid by a not-for-profit corporation.

14. Blacktop driveways are estimated to be re-sealed every three years and resurfaced after twenty years. Crofton Associates has estimated reserves are to be established for their purpose based on an extended cost of re-sealing at \$.06 per square foot and a re-surfacing cost of \$1.50 per square foot.

SECTION 10
BUDGET CERTIFICATION



CROFTON
Associates, Inc.

111 Marsh Road
Pittsford, New York 14534

October 9, 2014

New York State Department of Law
120 Broadway
New York, New York 10271
Attn: Real Estate Financing Bureau

Re: Certification by Expert on Adequacy of Budget
Rockdale Meadows Homeowners Association

Gentlemen:

The sponsor of the homeowners association offering plan for the above captioned property retained my firm to review Schedule A containing projections of income and expenses for the incoming year of homeowners association operation. My experience in this field includes:

Over twenty five (25) years experience in the management of townhouse associations and condominiums.

At present I am a CERTIFIED PROPERTY MANAGER® of a firm engaged primarily in the management of town house associations and condominiums. We are currently the managing agent for forty such organizations totaling over 2500 living units.

I am a member of the Institute of Real Estate Management and have received its designation of CERTIFIED PROPERTY MANAGER®. My firm has received the designation of ACCREDITED MANAGEMENT ORGANIZATION®.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 22 insofar as they are applicable to Schedule A. I have reviewed Schedule A and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. I have also relied on my experience in managing residential/commercial property.

I certify that the projections in Schedule A appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of operation as a homeowners association.

I certify that the Schedule does:

- (i) set forth in detail the terms of the transaction as it relates to the Schedule and is complete, current, and accurate.
- (ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment.
- (iii) does not omit any material fact.
- (iv) not contain any untrue statement of a material fact.
- (v) not contain any fraud, deception, concealment, or suppression.
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances.
- (vii) 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 representations or statement made.

I further certify that we are not owner or controlled by the sponsor. I understand that a copy of this certification is intended to be incorporated into the offering plan.

Certification of Budget
Rockdale Meadows Homeowners Association
October 9, 2014
Page 3

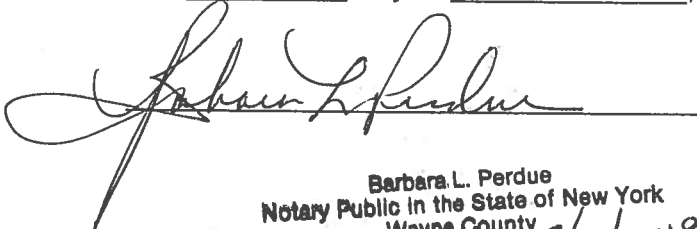
This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business and Penal Law.

CROFTON ASSOCIATES, INC.


Albert C. Crofton
CERTIFIED PROPERTY MANAGER®

Sworn to before me

this 10th day of OCTOBER, 2014



Barbara L. Perdue
Notary Public in the State of New York
Wayne County
Commission Expires 7/11/2018

SECTION 11
HOME CONSTRUCTION AGREEMENT

HOME CONSTRUCTION AGREEMENT

This is an Agreement between **CLOVER STREET DEVELOPMENT CORP.**, 30 Grove Street Pittsford, New York 14534 ("Sponsor") and **ROCKDALE MEADOWS CONSTRUCTION CORP.**, 30 Grove Street, Pittsford, New York 14534 (Co-Sponsor") dated October 31, 2014.

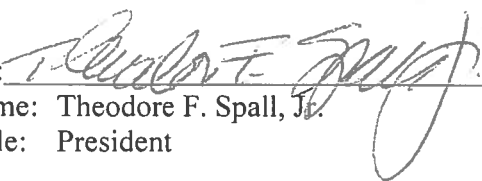
For valuable consideration received, the parties agree as follows:

1. Sponsor is the owner of land known as the Coventry Ridge Subdivision (the "Subdivision") in Pittsford, New York and the Sponsor under a CPS-7 application to the NYS Attorney General for the establishment of a homeowners association in Section 2 of the subdivision (the "HOA").
2. Co-Sponsor is a homebuilder that will build the homes in the HOA. Sponsor will convey lots in the homeowners association (being lots 1-21 in Section 2 of the subdivision) to the Co-Sponsor as buyers for lots are procured and Sponsor will receive from Co-Sponsor ~~market rate~~ for each lot upon such transfer.
3. As part of the CPS-7 application process, Co-Sponsor will file a form M-10 "Broker-Dealer" registration form with the NYS Department of Law along with the filing fee and will keep the same in force every four years.
4. Once the CPS-7 application is accepted for filing by the NYS Attorney General, and lots can be sold to the public along with a membership interest in the HOA, Co-Sponsor agrees that it will provide each prospective buyer with the CPS-7 application and acceptance letter indicating that the full membership interest in the HOA is part of the lot purchase.
5. Co-Sponsor will provide the Residential Warranty Company New York State compliant Limited Warranty to each home buyer and will be responsible for all warranty work.
6. Co-Sponsor will comply with the NYS Attorney General's Regulations in 13 NYCRR Part 22 concerning the requirement for an escrow account and depositing buyer's down payments in escrow until the closing. Co-Sponsor will execute the escrow agreement required by the NYS Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below.

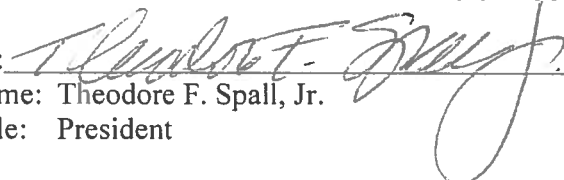
CLOVER STREET DEVELOPMENT CORP.

Date: 10/31/14

By: 
Name: Theodore F. Spall, Jr.
Title: President

ROCKDALE MEADOWS CONSTRUCTION CORP.

Date: 10/31/14

By: 
Name: Theodore F. Spall, Jr.
Title: President

SECTION 12
DECLARATION OF COVENANTS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
EASEMENTS AND LIENS
ROCKDALE MEADOWS HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION, made the 19th day of Nov., 2014, by Clover Street Development Corp., hereinafter called "Declarant".

WHEREAS, Declarant is the owner of certain subdivided real property in the Town of Pittsford, Monroe County, New York, more particularly described in Schedule "A" attached hereto and made a part hereof; said land in its entirety being hereinafter referred to as all of the premises herein described as "Properties"; and

WHEREAS, Declarant desires to subject the Properties to those certain covenants, agreements, easements, restrictions, charges, and liens as hereinafter set forth; and

WHEREAS, ROCKDALE MEADOWS HOMEOWNERS ASSOCIATION, INC. is a New York Not-for-Profit Corporation formed for the purpose described in its Certificate of Incorporation;

NOW, THEREFORE, Declarant hereby declares that all of the Properties shall be subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, burden and bind the Properties for and during the period of time specified hereafter, and be binding on all parties having any right, title or interest in the Properties or any part thereof; their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
NAME AND LOCATION**

The name of the corporation shall be Rockdale Meadows Homeowners Association, Inc., located at 30 Grove Street, Pittsford, New York 14534.

**ARTICLE II
DEFINITIONS**

SECTION 1: "Association" shall mean and refer to Rockdale Meadows Homeowners Association, Inc., its successors and assigns.

SECTION 2: "Common Area" shall mean all real property maintained by the Association for the common benefit of the owners.

The Common Area to be maintained by the Association at the time of the conveyance of the first Lot shall include the driveways, walks and lawns of the lots shown on the map of the Properties filed in the Monroe County Clerk's Office in Book of

Maps ___ at page __. Common Maintenance shall mean the maintenance services provided to the Common Areas as set forth on the Common Maintenance Guidelines attached hereto as Schedule "B".

SECTION 3: "Declarant" shall mean and refer to CLOVER STREET DEVELOPMENT CORP., its successors and assigns if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

SECTION 4: "Fine" shall be a sum of money not to exceed ten percent (10%) of the total annual common assessment for an individual lot. A fine may be a penalty.

SECTION 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the Properties, and includes Lots 1-21 of Section 2 of the Coventry Ridge subdivision.

SECTION 6: "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers.

SECTION 7: "Properties" shall mean and refer to Schedule A, which includes all Lots, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III PROPERTY RIGHTS

SECTION 1: RIGHTS OF THE ASSOCIATION.

The Association has the right pursuant to its By-Laws, to adopt rules and regulations governing the use of the Common Area and the homes and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

ARTICLE IV EASEMENTS

SECTION 1: EASEMENTS for UTILITIES. The Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Properties, so long as they do not encroach on any improvements on the Lots.

SECTION 2: OTHER EASEMENTS. There is hereby created a blanket easement, provided use of said easement does not interfere with any improvements, upon, across, over and under all of the Properties, for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, wastewater, surface water, gas, telephones, electricity, Cable TV, and a master TV antenna system.

By virtue of this easement, it is expressly permissible to erect and maintain the necessary equipment on the Properties, and to affix and maintain electrical or telephone wires and conduits, wastewater, surface water, and water lines, on, above or below any land owned by the Owners.

An easement is hereby reserved to the officers, agents, or employees of the Association, including the employees of any management company under contract with the Association, over the Common Area, to protect its interest by entrance to the Common Area, and to maintain any utilities for which an easement has been granted.

An easement is hereby reserved to Declarant to enter the Lots during the period of development and sale of the Properties, or any additions to the Properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the development and sale of lots, including, without limitation, a sales office, storage area, and signs, provided that this does not unreasonably obstruct access by members of the Association and successors in title.

SECTION 3: ENCROACHMENTS. If any home or other improvements associated with it, e.g. walks, decks, fencing or hedges or other improvements installed by Declarant or a related entity to Declarant, encroaches on another Lot as a result of the construction of the home, then there shall be an easement for such encroachment and for the maintenance of same so long as the encroachment shall stand.

ARTICLE V MEMBERSHIP & VOTING RIGHTS

SECTION 1: MEMBERSHIP: Every Owner of a Lot which is subjected by this Declaration to assessment by the Association shall be a member of the Association (“Member”). Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

SECTION 2: The Association shall have two CLASSES OF VOTING MEMBERSHIP:

CLASS A. Class A Members shall be all Owners, with the exception of Declarant. Each Class A member shall be entitled to one vote. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B Member(s) shall be the Declarant or its successors or assigns and shall be entitled to one vote for so long as one lot is owned by Declarant. The Class B Membership shall cease and be converted to Class A Membership when title to all Lots has been transferred, or 5 years after the first Lot has been conveyed by Declarant, whichever occurs first. Class A Members shall not be entitled to vote for

Members of the Board of Directors until all Lots have been transferred or 5 years after the first Lot is transferred, whichever occurs first.

ARTICLE VI COVENANT FOR ASSESSMENTS

SECTION 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed for such Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual common assessments and special assessments. Annual common assessments are for maintenance charges of the Common Area. Special assessments shall include the cost of emergencies as the need therefore arises. All assessments shall be established and collected as hereinafter provided. The covenant in this Section shall not constitute a guarantee or promise of any kind by Declarant to pay any assessment, or any other obligation of any Owner, other than Declarant.

The annual common maintenance assessments and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, late charges, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title, unless expressly assumed by them.

In spite of any provision to the contrary in this Article VI, the Declarant, while a Class B member, shall be obligated to pay only the difference between the amount collected on transferred Lots (which amount will not exceed the budgeted amount per transferred Lot) and the actual cost of operation of the Association.

SECTION 2: PURPOSE OF ASSESSMENTS. Assessments levied by the Association shall be used exclusively (i) to maintain and repair the landscaping on the Lots, (ii) to clear the private driveways and walks of snow and ice, (iii) to provide trash removal service to the Lots and (iv) to provide driveway sealing to the Lots, all as set forth on Schedule B, attached.

The Board of Managers may, upon affirmative vote of 2/3 of the entire Board, provide for additional maintenance with respect to the Common Areas to be undertaken by the Association or to discontinue the performance of some or all of the maintenance responsibilities of the Association with respect to the Common Areas.

SECTION 3: SPECIAL ASSESSMENTS. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any emergency repair or service of the Common Area, provided that any such assessment, if more than \$1,000 per Lot in any one calendar year, shall have the assent of

two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly called for this purpose.

SECTION 4: NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article VI shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. The presence of Members, in person or by proxy, entitled to cast two-thirds (2/3) of all the votes of the membership shall constitute a quorum.

SECTION 5: RATE OF ASSESSMENT. Annual common and special assessments, shall be fixed at a uniform rate for all Lots, and may be collected on a monthly, quarterly or annual basis. Until installation of a home's lawn and landscaping, however, the Board may approve a reduced rate for said Lot.

SECTION 6: DUE DATES FOR ANNUAL COMMON & SPECIAL ASSESSMENTS. The Board of Directors shall annually fix the amount of the assessments against each Lot. Written notice of any change in the assessments shall be sent to every Owner subject thereto not less than thirty (30) days prior to the effective date of such change.

Due date(s) for payment of assessments shall be the first day of each month or as established by the Board. Payments received after the 10th of the month may, at the discretion of the Board, be subject to a late charge, which charge shall be a percentage of the assessment not to exceed the prime lending rate charged by JP Morgan Chase at the time of the charge plus three (3) percent.

The Association shall, upon demand of a buyer or seller or their attorney, furnish a certificate signed by an officer of the Association or the Managing Agent, setting forth whether the assessments on a specified Lot have been paid. The Association may assess a reasonable charge for the preparation of any such certificate.

SECTION 7: EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the date said assessment is due shall become a lien against the Lot, and shall bear interest as set forth in Section 6, above, from its due date. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of a Lot. Dissatisfaction with services provided by the Association shall not be a sufficient reason not to pay assessments.

The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot, and interest, late charges, costs, and reasonable attorney's fees of any such action will be added to the amount of such assessment.

Each such Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the

collection of such charge, and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association the power of sale in connection with such lien.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Once an assessment is delinquent, any payments received from the Owner shall be applied in the following order: attorney's fees, other costs of collection, late charges, interest and then to the delinquent assessments, beginning with the amounts past due for the longest period

SECTION 8: SUBORDINATION OF THE LIEN TO FIRST MORTGAGES. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage of record. Sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

SECTION 9: RESERVES AND SURPLUSES. The Association's Board shall establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary or desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall not be obligated to spend in any fiscal year all the sums collected in such year, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the annual assessment in the succeeding year, but may carry forward the same from year to year.

SECTION 10: DECLARANT'S OBLIGATIONS. In spite of any provision to the contrary in this Article VI, the Declarant shall not be liable for the payment of assessments for unsold Lots owned by it. The Declarant shall, however, for so long as Declarant is in control of the Association, contribute to the Association that amount equal to the difference between the cost of operating the Association and the assessments collected from Owners as set forth in the projected budget. After control has passed to the Owners, the Declarant shall pay assessments on the completed homes that it owns (as evidenced by a Certificate of Occupancy).

Late charges, penalties and attorney's fees shall not be due for unpaid assessments owed by the Declarant.

SECTION 11: CONTRACTUAL AUTHORITY. The Association shall be entitled to contract with any corporation, firm or other entity in the performance of the

various duties imposed on the Association hereunder and the performance by any such entity shall be deemed the performance of the Association hereunder.

SECTION 12: BORROWING OF MONEY. The Board of Directors of the Association may borrow funds from any recognized lender in order to fulfill its functions. However, no Sponsor appointed Director may vote for such borrowing and Sponsor's permission, if required, must be obtained. To secure repayment, the Association may assign rights to revenues to be received from annual assessments and special assessments.

ARTICLE VII MAINTENANCE

Assessments levied by the Association shall be used exclusively to operate, maintain, repair, improve, construct, reconstruct, set up reserves for and preserve the Common Area maintained by the Association, exclusively for the benefit of its Members, their guests, tenants and invitees. Such maintenance shall include snow and ice removal from the private walks and driveways, trash removal, driveway sealing and landscaping services to the Lots, all as set forth on the Maintenance Guidelines attached as Schedule "B".

Any repair to the Common Area which is made necessary by the negligent act or willful act of an Owner shall be made at the cost of such Lot Owner. If such maintenance is performed by the Association, it shall not be deemed a common expense but shall be allocable to the particular Lot Owner and shall be added that that Lot Owner's annual assessment and shall constitute a lien on that Lot.

ARTICLE VIII USE OF PROPERTY

The use of the Properties shall be restricted to and in accordance with the following provisions:

A. A Lot shall be used for single family residential purposes only. For the purpose of this section Single Family Residential shall mean the immediate family and no more than two (2) unrelated adults.

B. The Board of Directors is empowered to serve written notice of any violations of these restrictions. Such written notice shall be given at least two (2) times. If an Owner fails to comply within five (5) days after receipt of the second notice, the Board of Directors is empowered to assess a fine. A separate fine may be imposed for each violation. Unpaid fines will be considered additional assessments and will become a lien upon the Lot.

C. THE FOLLOWING SHALL APPLY TO ALL LOTS AND COMMON AREAS:

(1) Only one (1) single-family dwelling and garage shall be erected, altered, placed or permitted to remain on any Lot.

(2) Each Member's dwelling and Lot shall be maintained in good repair and overall appearance. If a Member fails to maintain his house or Lot in a reasonably well maintained and orderly manner, the Board of Directors may contract for exterior maintenance and any expenses incurred shall be considered additional common charges against the Lot in question.

(3) All private passenger motorized vehicles will be parked and stored in garages or on driveways and not on any other portion of the Lot. Trailers and boats shall be stored in garages or in designated areas. Large vehicles and trailers, other than small private passenger types, shall be parked and stored only at the direction of and with prior written approval of the Board of Directors. Motor vehicles making deliveries or providing services to the Lots are permitted as needed, but no other commercial vehicles are allowed on the Properties unless in an enclosed garage. No part of any Lot or the common drive shall be used continuously for tent camping or the parking of sleeper vans, campers or tent trailers. Motor vehicle repair must be carried out in an enclosed garage.

(4) Garbage and rubbish shall not be dumped or allowed to remain on any Lot or the common drive except in accordance with the rules of the Association. Firewood must be stored inside of garages.

(5) No radio, television or similar towers or antennae shall be erected on any Lot or attached to the exterior of any dwelling. Satellite Dishes up to 14 inches in diameter will be allowed only with prior permission of the Board of Directors, and shall not be placed on the front of the house. No windmills are permitted.

(6) Mobile homes are not permitted on the Properties.

(7) No livestock or animals shall be permitted on any Lot except for two (2) domestic pets not kept for breeding. Pets cannot be kenneled outside. No pets shall be allowed to run free on the Property. Owners will be required to pick up pet droppings and be responsible for any damage done by pets. The Board of Directors shall have the right to require removal of any pet that is a nuisance to the other Owners.

(8) No signs shall be displayed on any Lot owned by an Owner, without the consent of the Board of Directors. Sponsor shall be allowed signage in connection with the development, sale or lease of homes.

(9) No noxious or offensive activities shall be carried out on any Lot, nor shall any activity be permitted which could create a nuisance to other Lot Owners, including offensive noises, smells, lighting and vibration.

(10) No clotheslines or outdoor drying of clothing or bedding shall be permitted. No window air conditioners are allowed.

(11) No leases of Units for less than a one year term shall be permitted. Tenants shall be bound by all provisions of this Declaration, the By-laws and the Rules in the same manner as Owners. No leases of a part of a Unit shall be permitted. Copies of leases must be provided to the Board of Directors. Owners who lease their homes will be responsible for all damages done by tenants and all rule violations of tenants. This paragraph shall not apply to the Sponsor.

(12) No sheds, outbuildings, outdoor structures, swing sets or jungle gyms are permitted on any Lot.

(13) No pools shall be erected on the Property. Hot tubs are allowed provided they comply with all municipal regulations concerning setback, are not located in front yards and are suitably screened by hedges or appropriate fencing.

(14) No fence or other enclosure shall be erected on any Lot except for privacy fencing in rear and/or side yards. Such privacy fencing, if on property lines or within 6 feet of a property line shall not exceed 3 feet in height. Rear or side yard privacy fencing to enclose patio areas or hot tubs shall be a minimum of 6 feet from all property lines and shall be a maximum of 6 feet in height and shall be 50% opaque above 5 feet. All fencing shall be maintained in good repair. No chain link fencing or stockade fencing shall be permitted. The height requirement for privacy fencing shall be determined by measuring to the top of the post or finial.

(15) In addition to the landscaping to be maintained by the Association, the Owners may add additional plantings in their side or rear yards, but such plantings are to be maintained by the Owner.

ARTICLE IX ARCHITECTURAL & LANDSCAPE CONTROL

SECTION 1: The Association has aesthetic control of the Properties for the benefit of all Owners.

No fence, mailboxes, or walls shall be erected or maintained upon the Properties except those erected at the time of the original construction of the buildings located thereon, or of a substantially similar nature, without the written application to and approval by the Board of Directors.

SECTION 2: No alterations, additions, rebuilding, exterior modification of any kind, of the exterior of any building shall be made unless it shall conform in architecture, is similar in material and color to the building as originally constructed, and is approved by the Board of Directors.

SECTION 3: No building, fence, wall or other structure or major change in landscaping, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to, and approved in writing as to the harmony of external design and location in relation to surrounding structures by the Board of Directors of the Association.

In the event that the Board of Directors fails to approve or disapprove any such request, design or location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and compliance with this Article will be deemed to have been made.

ARTICLE X ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1: Declarant, its successors or assigns, shall have the right, without the consent of the members of the Association, to subject additional Properties to this Declaration within five (5) years of the original date of this instrument, such Properties to be developed substantially as the Properties contained herein. However, neither Declarant, nor its successors or assigns, shall be bound to make such additions.

Such additions shall be made by recording in the Monroe County Clerk's Office a supplemental Declaration with respect to the additional Properties, which shall extend the scheme of the Declaration to such Properties.

SECTION 2: Additions to the Properties by the Association. Annexation of additional property by other than Declarant shall require the assent of seventy-five percent (75%) of Members, at a meeting duly called for this purpose on the same notice, and in the same manner as is required for meetings and voting by the By-Laws.

ARTICLE XI GENERAL PROVISIONS

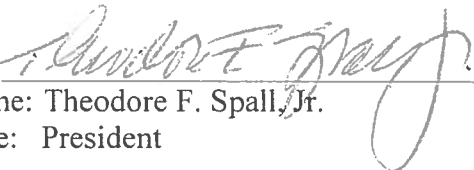
SECTION 1: Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by, the Association, or the Owner of any land subject to this Declaration, their respective heirs, successors and assigns, for a period of ten (10) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the Owners of sixty six and two-thirds percent (66 2/3%) of the Lots has been recorded, agreeing to change such covenants and restrictions, in whole or part. Any amendments must be recorded in the Monroe County Clerk's office to become effective.

Should any amendment of this Declaration be materially adverse to the mortgagees of the Owners, the consent of 51% of the mortgagees holding first mortgages on the Lots must be obtained to such amendment. If such approval is required, notice by certified mail, return receipt requested, will be given to all mortgagees on the books of the Association. If the mortgagees do not respond within 60 days of receipt of notice, it shall be assumed that the mortgagee approved such amendment.

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

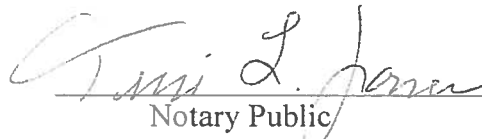
SECTION 3: Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Expenses of enforcing the covenants herein contained shall be chargeable to the Owner violating these covenants and the expense so incurred by the Association shall constitute a lien on such Owner's Lot, collectible in the same manner as assessments under the prior provisions hereof.

Clover Street Development Corp.

By: 
Name: Theodore F. Spall, Jr.
Title: President

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the 19th day of November in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore F. Spall, Jr., 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

TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017

SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Pittsford , Monroe County and State of New York, being lots 1-21, inclusive of the Coventry Ridge Subdivision, Section 2 , as set forth on a map of said subdivision filed in the Monroe County Clerk's Office in Book of Maps ___ at page ___.

SCHEDULE "B"

COMMON MAINTENANCE GUIDELINES

All terms used in this document shall have the meanings set forth in the Declaration, unless otherwise stated.

The Association shall be responsible for the Common Maintenance of the Common Area (the individual private driveways, the individual private sidewalks from the driveways to the front steps of each Home and the individual private lawns) only to the extent specifically described below:

I. BLACKTOP SURFACES

The Association shall cause the individual driveway asphalt surfaces to be seal coated approximately every two (2) years, and cracks are to be sealed annually.

II. SNOW PLOWING

The Association shall have the individual driveways snow plowed and salted, and have the individual sidewalks shoveled. Budget estimates are based upon a minimum two (2) inch snowfall and based upon a seasonal estimate of eighteen (18) trips per season. Snow "Removal" during an usually heavy snowfall season is available upon request at an additional cost to the Lot Owner.

III. LAWN CARE

The Association shall arrange to have the following services provided for each Lot:

- lawn mowing, weeding and trimming of beds and hedges originally planted by Declarant (28 trips per year)
- lawn fertilization (4 trips per year i.e., nitrogen application in early spring; insect, grub control and fertilization application in May-June; weed control application in August; and turf builder application in October)
- tree and plant fertilization (2 trips per year)
- re-edging and re-mulching of front foundation plantings originally provided by Declarant (once per year)
- re-edging and re-mulching of front privacy hedges originally provided by Declarant (once per year). Note that Declarant shall provide front privacy hedges for approximately 1/3 to 1/2 of the Lots.

IV. REFUSE COLLECTION:

The Association shall arrange for a refuse company to provide 90 gallon toters and recycling boxes to each Lot. Toters and recycle boxes will be emptied from curbside once per week.

V. OTHER APPROPRIATE MAINTENANCE

The Association may provide other repair and maintenance services which it determines to be appropriate to further the purposes of the Association and to promote the safety and welfare of its Members and the proper maintenance of all facilities commonly servicing the Members.

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, EASEMENTS AND LIENS
ROCKDALE MEADOWS HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO DECLARATION, made the ____ day of March, 2016, by Clover Street Development Corp., hereinafter called "Declarant".

WHEREAS, Declarant recorded a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, EASEMENTS AND LIENS (the "Declaration") for the Rockdale Meadows Homeowners Association, Inc. in the Monroe County Clerk's Office on February 10, 2016 in Liber 11656 at page 147.

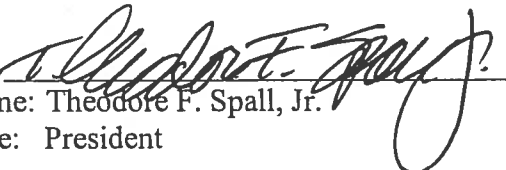
WHEREAS, Declarant desires to correct Schedule "B" regarding the maintenance guidelines of the Property and make other changes to the Declaration;

NOW, THEREFORE, the Declaration is amended as follows:

1. Schedule B is amended to delete the Article III provision regarding privacy hedges. There will be no privacy hedges provided to the Lots in the Homeowners Association.
2. Article IX entitled "Architectural and Landscape Control" is deleted in its entirety.
3. In all other respects, the Declaration is re-affirmed and in full force and effect.

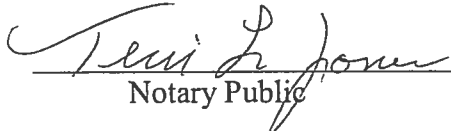
IN WITNESS WHEREOF, this Amendment has been executed by the Declarant on the date indicated above.

Clover Street Development Corp.

By: 
Name: Theodore F. Spall, Jr.
Title: President

**STATE OF NEW YORK)
COUNTY OF MONROE) SS:**

On the 21st day of March in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore F. Spall, Jr., 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

TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017

SECTION 13
BY-LAWS

BY-LAWS OF
ROCKDALE MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
IDENTITY

These By-Laws provide the method by which Rockdale Meadows Homeowners Association, Inc. (herein the "Association"), a homeowners association in the Town of Pittsford, Monroe County, New York, organized under the Not-For-Profit Corporation Law, shall be governed.

The office of the Association shall be as designated by the Board of Directors, or at the address of the Declarant, Clover Street Development Corp., (herein the "Declarant"), 30 Grove Street, Pittsford, New York 14534.

The fiscal year of the Association shall be the calendar year.

ARTICLE II
DEFINITIONS

A. "Association" shall mean and refer to Rockdale Meadows Homeowners Association, Inc., its successors and assigns.

B "Common Area" shall mean the real property maintained by the Association for the common benefit of the Owners.

C. "Declarant" shall mean and refer to Clover Street Development Corp., its successors and assigns.

D. "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Easements and Liens applicable to the Properties and recorded in the Monroe County Clerk's Office.

E. A "Fine" shall mean a sum of money determined and levied by the Board of Directors or their agent on an Owner for the violation of the Declaration, By-Laws, or Rules of the Association. A fine cannot exceed 10% of the total annual common assessment.

F. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, and shall refer to Lots 1-21 of the Coventry Ridge Subdivision, Section 2, in the Town of Pittsford.

G. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

H. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers.

I. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Restrictions, Easements and Liens and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III BOARD OF DIRECTORS

A. Membership and Initial Selection. The Association shall be governed by a Board of Directors consisting of five (5) persons elected by the Owners. These directors shall be members in good standing of the Association. However, the initial Board of Directors shall be designated by Declarant who is authorized to choose the directors until all Lots have been transferred or until five (5) years after the transfer of the first unit, whichever first occurs. The initial Board of Directors shall consist of three (3) persons appointed by Declarant. The directors designated by the Declarant need not be members of the Association.

B. Term and Election. At such time as the members become empowered to elect the Board of Directors they shall elect five (5) directors, the two people receiving the greatest number of votes serving three (3) years, the two people receiving the next highest number of votes serving two (2) years, and the person receiving the next highest number of votes serving one (1) year. Thereafter, at each annual meeting the members shall elect at least one (1) director to serve for three (3) years.

C. Removal. Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

D. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

E. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining approval of all the directors. Any actions so approved shall be in writing and have the same effect as though taken at a meeting of the directors.

F. Powers and Duties. The Board of Directors shall exercise all the powers and duties permitted the governing body of the Association, including those existing

under the Not-For-Profit Corporation Law of New York State. Such powers and duties shall be exercised in accordance with the provisions of the Declaration of Covenants, Restrictions, Easements and Liens applicable to the property recorded in the Monroe County Clerk's Office (herein the "Declaration") which govern the use of the land, and shall include but shall not be limited to the following powers and duties:

1. To make and collect assessments, including special assessments, against members to defray the costs of the Association. To file a lien against any property for which assessments are not paid within thirty-one (31) days after due date, or to bring an action at law against the Owner personally obligated to pay the same.

2. To establish reserve funds for such lawful purposes as it, in its sole discretion, may determine necessary or desirable for the financial security of the Association, including capital reserve accounts.

3. To use the proceeds of assessments in the exercise of its powers and duties.

4. To issue or cause to be issued upon demand of a buyer or seller or their attorney or mortgagee, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

5. To assure the maintenance, repair, replacement and operation of all property to be maintained by the Association for the common benefit and enjoyment of the lot owners.

6. To adopt, publish, and distribute to members rules and regulations governing the use of the Common Area, and the personal conduct of members and their guests, and to establish penalties or fines for the infraction thereof. The initial rules are contained in the Declaration.

7. To enforce by legal means the provisions of the Declaration, By-Laws, and Regulations for the use of the Properties, including the filing of liens for unpaid assessments and/or to bring legal actions against owners for the payment of same.

8. The Board may procure insurance on all directors, officers or employees having fiscal responsibility as it may deem appropriate.

9. To authorize the officers to enter into management agreements with third parties in order to facilitate the efficient operation of the facilities and services of the Association. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the Common Area, and all improvements included therein, and the receipt and disbursement of such funds as may be authorized by the Board of Directors. The term of these management

agreements shall be as determined by the Board to be in the best interests of the Association.

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

11. To pay the cost of all maintenance and repair of the Common Area and other services rendered to the Association and not billed to members' individual lots.

12. To receive, consider, and act upon any application which pertains to the building, rebuilding, or any alteration of a structure, and landscape of property in accordance with Article IX of the Declaration.

13. To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

14. To enter into agreements with other homeowner associations for the use of or sharing of facilities. Such agreements shall require the consent of two-thirds of the votes of all Members voting upon written ballot which shall be sent to the Members no fewer than thirty (30) days before the vote.

15. To exercise for the Association all powers not reserved to the Members by other provisions of the Declaration, the Certificate of Incorporation or these By-Laws.

G. Method of Calling Meetings.

1. The first meeting of the Board of Directors shall take place within six (6) months after the closing of the first Lot and thereafter regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board. Notice of regular meetings shall be given to each director personally or by mail, telephone or email at least three (3) days prior to the day named for the meeting unless such notice is waived. The first regular meeting held in each calendar year shall be the annual meeting of the Board.

2. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of two directors. No less than three (3) days' notice of the meeting shall be given personally, or by mail, telephone, or email, which notice shall state the time, place, and purpose of the meeting.

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

H. Quorum. A quorum at the Board of Directors meeting shall consist of directors present in person or by conference call in which all Directors can hear one another, holding at least a simple majority of the eligible votes. The acts of the Board approved by a majority of the Directors present in person or by proxy at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration. If at any meeting of the Board of Directors there be fewer than a quorum present, the Directors present shall adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

I. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. They shall be elected at the annual meeting by the Board of Directors from among the members of the Board and shall hold office for a term of one (1) year or until the next annual meeting. Officers may be removed and replaced by vote of the Directors at any meeting. Any person may hold two (2) offices except that the President shall not be the Secretary. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

2. The Vice President shall have all the powers of the President in the event of the President's absence or disability.

3. The Secretary shall keep the minutes of all proceedings of the Board of Directors and of members. He shall attend to the giving and serving of all notices to the directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary, and as may be required by the directors or the President. The Secretary shall keep a current record containing the names, alphabetically arranged, of all persons who are members of the Association, showing their place of residence. Such record shall be open for inspection as prescribed by law.

4. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members including an account for each Lot in the subdivision; he shall keep the books of accounts of the Association in accordance with good accounting practices. The Treasurer shall receive and deposit, in appropriate bank accounts as shall be designated as depository by the Board of Directors all monies

of the Association; disburse funds of the Association as directed by action of the Board of Directors; sign with the President all checks and promissory notes of the Association; cause an annual audit of the accounts of the Association to be made by an accountant, selected by the Board of Directors, at the completion of each fiscal year; and prepare an annual budget and statement of income and expense at the inception of each fiscal year. Upon adoption of said budget and financial statement by the Board of Directors, the Treasurer shall deliver a copy of same to each member of the Association. The fiscal year shall be the calendar year.

5. Compensation. The officers shall not receive any salary for their services. However, an officer may be reimbursed for actual expenses incurred in the performance of his duties.

6. Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for officers and employees of the Association (other than Declarant and its designees) and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors. The premium on such bonds shall be a common expense and be paid by the Board of Directors.

7. Vacancies. A vacancy in any office may be filled by appointment by the remaining members of the Board of Directors. The officer so appointed to such vacancy shall serve for the remainder of the term of the office to which they are appointed.

J. Nomination. Nomination for election to the Board of Directors shall be made from the floor of the annual meeting of the members. Election shall be by secret written ballot. Cumulative voting shall not be permitted.

ARTICLE IV ANNUAL MEETINGS OF THE HOMEOWNERS' ASSOCIATION AND POWERS OF MEMBERS

A. Meetings. Meetings of the members shall be held annually after the expiration of the control period of Declarant and when called by the Board of Directors, or by the President, upon the request of any three (3) members. Board members shall be elected at the Annual Meeting. Special assessments above \$1,000 per lot shall have the assent of two-thirds (2/3) of the votes of the Members. All meetings shall be held at the principal office of the Association or at such other place in the Town of Pittsford, or any immediately adjacent town, as may be fixed by the President. The meeting notice shall state the time, date, place and purpose of the meeting.

B. Notice of Meeting. The Secretary shall give not less than ten (10) days' notice of any meeting of members personally, or by mail, or email (with proof of delivery), which notice shall state the time, date, place, and purpose of the meeting. Any member may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

C. Quorum. A quorum at members meetings shall consist of a simple majority of the eligible members present by proxy or in person. The acts of the members must be approved by vote of a simple majority of the eligible members except as specifically otherwise provided in these By-Laws, the Declaration, or the Not-For-Profit Corporation Law.

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

ARTICLE V LIABILITY OF BOARD OF DIRECTORS

In order to limit the liability of the Owners, any contract, agreement, or commitment made by the Board of Directors shall state that it is made by the Board of Directors as agent for the Owners as a group only and that no member of the Board of Directors nor individual Owner shall be liable for such contract, agreement, or commitment. The Board of Directors shall have no liability to the Owners in the management of the Association except for willful misconduct or bad faith and the Owners shall severally indemnify all members of the Board of Directors in accordance with their duties as such members except for acts of willful misconduct or acts made in bad faith.

ARTICLE VI AMENDMENTS

A. These By-Laws may be amended at a regular or special meeting of the members by a vote of two-thirds (2/3) of the members at a meeting at which a quorum is present in person or by proxy.

B. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

C. While at least one Lot is owned by Declarant, Declarant may amend these By-Laws without member consent to correct errors or omissions herein, so long as no Lot Owner is adversely affected by such change without his or her consent.

ARTICLE VII MORTGAGES

Section 1. Notice to Board Managers. An Owner who mortgages his home shall notify the Association of the name and address of his mortgagee and shall file a

conformed copy of the note and mortgage with the Association, and the Association shall maintain such information in a book entitled "Mortgages of Homes."

Section 2. Notice of Unpaid Common Assessments. The Association, whenever so requested in writing by a mortgagee of a home, shall promptly report any then unpaid common assessments due from, or any default by, the Owner of the mortgaged home.

Section 3. Notice of Default. The Association, when giving notice to an Owner of a default in paying common assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such home whose name and address has theretofore been furnished to the Association.

Section 4. Examination of Books. Each Owner and each Mortgagee of a home shall be permitted to examine the books of account of the Association at reasonable times on business days during business hours.

Section 5. Other Notices to Mortgagees. The Association shall give first mortgagees of homes (a) notice of casualty loss or proposed condemnation affecting a material portion of the Property or the home mortgaged; (b) notice of lapse or material modification of blanket insurance, if any; and (c) notice of any amendment materially adverse to first mortgagees and therefore requiring 51% mortgagee approval. If no response is received from a mortgagee within 60 days of certified mail notice of the amendment, it will be deemed approved.

This is a true copy of the By-Laws of Rockdale Meadows Homeowners Association, Inc. as of this 26 day of January, 2015.

ROCKDALE MEADOWS HOMEOWNERS ASSOCIATION,
INC.

By: 
Theodore J. Spall, Jr., President

SECTION 14
BROKER-DEALER STATEMENT OF SPONSOR



STATE OF NEW YORK DEPARTMENT OF LAW
 REAL ESTATE FINANCE BUREAU
 120 Broadway, 23rd Floor
 New York, NY 10271-0332
 1-800-771-7755 TDD (for hearing impaired)
 1-800-788-9898

NY FORM M-10

SPONSORS AND SELLING AGENTS BROKER DEALER STATEMENT

All brokers and dealers whose principal business is in the offering, sale or promotion of condominiums, shares of cooperative apartment corporations or commercial cooperative corporations, interests in homeowners associations, timeshare projects, senior residences or any other participation interests in real estate, shall submit Form M-10.

Out-of-state or foreign organizations must attach a certified copy of a Designation for the Service of Process from the Secretary of State. Attach additional sheets if space provided is inadequate. For assistance in completing this form, call the Real Estate Finance Bureau: (212) 416-8106. **PLEASE COMPLETE IN BLUE INK.**

Name of Registrant: Clover Street Development Corp. Telephone No.: 585-586-4521

Address: 30 Grove Street Pittsford New York 14534
 Street City State Zip

Other offices, if any _____

1. Registrant is a corporation general partnership limited partnership
 sole proprietor limited liability company
 other: specify _____

Organized under the laws of New York

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

3. If registrant is a new or substitute sponsor, broker or dealer, has this information been disclosed in an offering plan or amendment? Yes No

<p>Filing fee \$300 (valid for 4 years)</p> <p>Additional fee for each partner, proprietor, principal, member, officer, director, or manager.....\$ 15.00 each</p> <p>Filing fee must accompany this statement. Payment by Attorney's check, company check, certified check, bank check or money order. Personal checks not accepted.</p>	<p>Make check payable to the NYS Department of Law.</p> <p>Send remittance to: Real Estate Finance Bureau NYS Department of Law 120 Broadway, 23rd Floor New York, New York 10271</p>
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4. Name of cooperative, condominium, homeowners association, senior residence or timeshare which gave rise to this filing.
Rockdale Meadows Homeowners Association, Inc.

Address of same Coventry Ridge, Pittsford, New York 14534

5. The offering or selling will take place in:

New York State only.

New York and other states: specify _____

6. The offering will be made by:

officers, directors, members, managers, and employees of registrant.

selling agent. If so, give name(s) and address(es): _____

7. Has registrant, any officer, director, member, principal, partner, or manager ever:

A. been suspended or expelled from membership in any securities exchange, association of securities dealers or investment advisers or counsel? Yes No

B. had a license or registration as a dealer, broker, investment adviser or salesperson denied, suspended or revoked? Yes No

C. been enjoined or restrained by any court or agency including the NYS Department of Law from:

1. the issuance, sale or offer for sale of securities? Yes No

2. rendering securities advice or counsel? Yes No

3. handling or managing trading accounts? Yes No

4. continuing any practices in connection with securities? Yes No

D. Entered into an Assurance of Discontinuance with the NYS Department of Law whereby that person agreed not to issue, sell or offer for sale securities, or act as a broker or dealer, directly or indirectly of Yes No

E. been convicted of any crime? Yes No

F. used or been known by any other name? If "Yes," give other name(s)..... Yes No

G. been the subject of any professional disciplinary proceeding? Yes No

H. Filed for bankruptcy been adjudged a bankrupt or made a general assignment for the benefit of creditors or been an officer, director, member, principal, manager or any entity which was reorganized in bankruptcy, adjudged a bankrupt or made a general assignment for the benefit of creditors? Yes No

I. had an offering or selling of securities within the last three years or been an officer, director, principal, member, partner or manager of any entity which had sold or offered securities within the last three years? Yes No

If any answer to any of the above (Question 7) is "Yes," attach statement of full particulars, giving date, nature of offense, title and location of agency or court involved, circumstances and final disposition.

8. List names and residence addresses of all securities salespersons (if none, so indicate).

None

9. Provide the following information for each proprietor, officer, director, member, principal, partner or manager. Attach continuation sheets if more space is needed. **All fields must be completed, or form will be deemed incomplete.**

A. Name: Theodore F. Spall, Jr. Title: President

Home Address: 9 Granhill Way, Pittsford, NY 14534 Phone: 585-248-5449

Place of Birth: Rochester, Ny Date of Birth: 2/17/47

Social Security No.: _____

For foreign applicants without a social security number, provide one of the following:

Individual Taxpayer Identification Number: _____

Passport Number: _____ (Annex photocopy hereto)

Other home addresses for past ten years:

11 Abbey Way, Pittsford, New York 14534

Complete employment and business affiliation record for the past five years. Include periods of self-employment and unemployment. Include all corporations, partnerships, limited liability companies or other entities where person holds or held a substantial equity or controlling interest.

From Mo. Yr.	To Mo. Yr.	Employer or Business Affiliation Name Address	Position Held
1 . 10	present	Brookwood Building Corporation, 30 Grove St., Pittsford, NY	President and Treasurer
1 . 10	present	Spall Realty Corporation, 30 Grove St., Pittsford, NY	President and Treasurer
1 . 10	present	Spall Homes Corporation, 30 Grove St., Pittsford, NY	President and Treasurer

B. Name: Stacey Smith Title: V.P.

Home Address: 40 Thomas Grove, Pittsford, NY 14534 Phone: 585-739-7636

Place of Birth: Rochester, NY Date of Birth: 4/20/74

Social Security No.: _____

For foreign applicants without a social security number, provide one of the following:

Individual Taxpayer Identification Number: _____

Passport Number: _____ (Annex photocopy hereto)

Other home addresses for past ten years:

None

Complete employment and business affiliation record for the past five years. Include periods of self-employment and unemployment. Include all corporations, partnerships, limited liability companies or other entities where person holds or held a substantial equity or controlling interest.

From Mo. Yr.	To Mo. Yr.	Employer or Business Affiliation Name Address	Position Held
1 10	Current	Spall Management Corp 30 Grove St, Pittsford, NY	VP
1 10	"	Spall Realty Corp. " "	VP

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

Signatures must be dated, or form will be deemed incomplete.

Signature

Name and Title (Please type or print)

Date

Theodore F. Spall, Jr.
Stacey Smith
Suzanne A Spall
K Spall

Theodore F. Spall, Jr.

Stacey Smith

Suzanne Spall

Karen Spall

1/26/15

1/26/15

1/26/15

1/26/15

SPONSORS AND SELLING AGENTS BROKER DEALER STATEMENT

CONTINUATION SHEET

10.

C. Name: Suzanne Spall Title: Shareholder
 Home Address: 9 Grandh. 11 Way, Pittsford, NY 14534 Phone: 585-248-5449
 Place of Birth: Rochester, NY Date of Birth: 8/7/48
 Social Security No.: _____ Other home addresses for past ten years:
11 Abbey Way, Pittsford, NY.

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

From Mo. Yr.	To Mo. Yr.	Employer or Business Affiliation		Position Held
		Name	Address	
1 10	current	Spall Management Corp.	30 Grove St. Pittsford NY	Shareholder
1 10	current	Bridleridge Farms LLC	" "	member
1 10	"	Corporate Woods Assoc. LLC	" "	member
1 10	"	Meridian Centre Assoc. LLC	" "	member

D. Name: Karen Spall Title: Secy/Treasurer
 Home Address: 17 Spring Creek Court, Edwards, CO 81632 Phone: 970-376-4443
 Place of Birth: Rochester, NY Date of Birth: 4/9/76
 Social Security No. _____ Other home addresses for past ten years:
288 Edwards Village Blvd. 1B
Edwards, CO 81632

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

From Mo. Yr.	To Mo. Yr.	Employer or Business Affiliation		Position Held
		Name	Address	
1 11	current	Claver Street Development Corp.	30 Grove St. Pittsford NY	Sec/Treasurer
6 05	"	Greythorne Development Corp.	" "	Sec/Treasurer
1 04	"	Spall Construction Corp.	" "	Sec/Treasurer

SECTION 15
BROKER-DEALER STATEMENT OF CO-SPONSOR



STATE OF NEW YORK DEPARTMENT OF LAW
 REAL ESTATE FINANCE BUREAU
 120 Broadway, 23rd Floor
 New York, NY 10271-0332
 1-800-771-7755 TDD (for hearing impaired)
 1-800-788-9898

NY FORM M-10

SPONSORS AND SELLING AGENTS BROKER DEALER STATEMENT

All brokers and dealers whose principal business is in the offering, sale or promotion of condominiums, shares of cooperative apartment corporations or commercial cooperative corporations, interests in homeowners associations, timeshare projects, senior residences or any other participation interests in real estate, shall submit Form M-10.

Out-of-state or foreign organizations must attach a certified copy of a Designation for the Service of Process from the Secretary of State. Attach additional sheets if space provided is inadequate. For assistance in completing this form, call the Real Estate Finance Bureau: (212) 416-8106. **PLEASE COMPLETE IN BLUE INK.**

Name of Registrant: Rockdale Meadows Construction Corp. Telephone No.: 585-586-4521

Address: 30 Grove Street Pittsford New York 14534
 Street City State Zip

Other offices, if any _____

1. Registrant is a corporation general partnership limited partnership
 sole proprietor limited liability company
 other: specify _____

Organized under the laws of New York

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

3. If registrant is a new or substitute sponsor, broker or dealer, has this information been disclosed in an offering plan or amendment? Yes No

Filing fee \$300 (valid for 4 years)	Make check payable to the NYS Department of Law.
Additional fee for each partner, proprietor, principal, member, officer, director, or manager.....\$ 15.00 each	Send remittance to: Real Estate Finance Bureau NYS Department of Law 120 Broadway, 23 rd Floor New York, New York 10271
Filing fee must accompany this statement. Payment by Attorney's check, company check, certified check, bank check or money order. Personal checks not accepted.	

4. Name of cooperative, condominium, homeowners association, senior residence or timeshare which gave rise to this filing.
Rockdale Meadows Homeowners Association, Inc.

Address of same Coventry Ridge, Pittsford, New York 14534

5. The offering or selling will take place in:

- New York State only.
 New York and other states: specify _____

6. The offering will be made by:

- officers, directors, members, managers, and employees of registrant.
 selling agent. If so, give name(s) and address(es): _____

7. Has registrant, any officer, director, member, principal, partner, or manager ever:

- A. been suspended or expelled from membership in any securities exchange, association of securities dealers or investment advisers or counsel? Yes [] No []
- B. had a license or registration as a dealer, broker, investment adviser or salesperson denied, suspended or revoked? Yes [] No []
- C. been enjoined or restrained by any court or agency including the NYS Department of Law from:
- 1. the issuance, sale or offer for sale of securities? Yes [] No []
 - 2. rendering securities advice or counsel? Yes [] No []
 - 3. handling or managing trading accounts? Yes [] No []
 - 4. continuing any practices in connection with securities? Yes [] No []
- D. Entered into an Assurance of Discontinuance with the NYS Department of Law whereby that person agreed not to issue, sell or offer for sale securities, or act as a broker or dealer, directly or indirectly of Yes [] No []
- E. been convicted of any crime? Yes [] No []
- F. used or been known by any other name? If "Yes," give other name(s)..... Yes [] No []
- G. been the subject of any professional disciplinary proceeding? Yes [] No []
- H. Filed for bankruptcy [] been adjudged a bankrupt or made a general assignment for the benefit of creditors or been an officer, director, member, principal, manager or any entity which was reorganized in bankruptcy, adjudged a bankrupt or made a general assignment for the benefit of creditors? Yes [] No []
- I. had an offering or selling of securities within the last three years or been an officer, director, principal, member, partner or manager of any entity which had sold or offered securities within the last three years? Yes [] No []

If any answer to any of the above (Question 7) is "Yes," attach statement of full particulars, giving date, nature of offense, title and location of agency or court involved, circumstances and final disposition.

8. List names and residence addresses of all securities salespersons (if none, so indicate).
None

9. Provide the following information for each proprietor, officer, director, member, principal, partner or manager. Attach continuation sheets if more space is needed. All fields must be completed, or form will be deemed incomplete.

A. Name: Theodore F. Spall, Jr. Title: President

Home Address: 9 Granhill Way, Pittsford, NY 14534 Phone: 585-248-5449

Place of Birth: Recheester, NY Date of Birth: 2-17-47

Social Security No.: _____

For foreign applicants without a social security number, provide one of the following:

Individual Taxpayer Identification Number: _____

Passport Number: _____ (Annex photocopy hereto)

Other home addresses for past ten years:

11 Abbey Way, Pittsford, New York 14534

Complete employment and business affiliation record for the past five years. Include periods of self-employment and unemployment. Include all corporations, partnerships, limited liability companies or other entities where person holds or held a substantial equity or controlling interest.

From Mo. Yr.	To Mo. Yr.	Employer or Business Affiliation Name Address	Position Held
1 2010	present	Brookwood Building Corporation, 30 Grove St., Pittsford, NY	President and Treasurer
1 2010	present	Spall Realty Corporation, 30 Grove St., Pittsford, NY	President and Treasurer
1 2010	present	Spall Homes Corporation, 30 Grove St., Pittsford, NY	President and Treasurer
1 2010	present	Clover Street Building Corp.	Pres.

B. Name: Suzanne Spall Title: _____

Home Address: 9 Grandhill Way, Pittsford, NY 14534 Phone: 585-248-5449

Place of Birth: Recheester, N.Y. Date of Birth: 8-7-48

Social Security No.: _____

For foreign applicants without a social security number, provide one of the following:

Individual Taxpayer Identification Number: _____

Passport Number: _____ (Annex photocopy hereto)

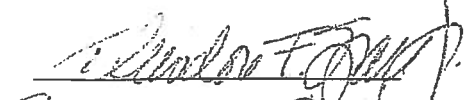
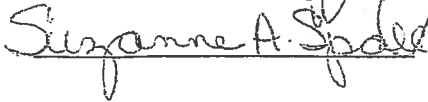
Other home addresses for past ten years:

Complete employment and business affiliation record for the past five years. Include periods of self-employment and unemployment. Include all corporations, partnerships, limited liability companies or other entities where person holds or held a substantial equity or controlling interest.

From Mo. Yr.	To Mo. Yr.	Employer or Business Affiliation Name Address	Position Held
1 2010	1 2015	Spall Management Corp. 30 Grove St. Pittsford NY	Sec-Treas.
"	"	Corporate Woods Associates, " " "	member
"	"	Meridian Center Associates, " " "	member
"	"	TFS Leasing Corp. " " "	V.P.

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

Signatures must be dated, or form will be deemed incomplete.

<u>Signature</u>	<u>Name and Title (Please type or print)</u>	<u>Date</u>
	Theodore F. Spall, Jr. _____	1/26/15 _____
	Suzanne Spall _____	1/26/15 _____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 16
**REGISTRANT INFORMATION FORM FOR TED SPALL,
SUZANNE SPALL, KAREN SPALL AND STACEY SMITH**



NEW YORK STATE
DEPARTMENT OF LAW
INVESTOR PROTECTION BUREAU
120 Broadway, 23rd Floor
New York, NY 10271-0332
1-800-771-7755 TDD (for hearing impaired) 1-800-788-9898
www.ag.ny.gov

NY FORM RI-1

REGISTRANT INFORMATION FORM

1. Spall Theodore F, Jr.
Last Name First Name Middle Name
2. 30 Grove Street Pittsford NY 14534
Business Address Street City State Zip Code
3. Rochester, NY 4(a). 2/17/47 4(b). 585-586-4521
Place of Birth Date of Birth Business Phone

5. Name of Issuer: _____

6. Have you ever used or been known by any other name? Yes [] No [✓]
If "Yes", please specify _____

7. Have you or has any business entity under your control or in which you were a principal shareholder (10% or more) or in which you held a substantial equity or controlling interest (10% or more) or of which you were an officer, director, general partner, trustee or principal:

(a) ever been convicted of any crime (other than minor traffic violations) or is any such charge presently pending? Yes [] No [✓]

(b) ever been the subject of any injunction, cease and desist order, assurance of discontinuance, suspension or restraining order, revocation of a license to practice a trade, occupation or profession, denial of an application to obtain or renew same, any stipulation or consent to desist from any act or practice, any disciplinary action by any court or administrative agency, or is any action or proceeding seeking such relief presently pending? Yes [] No [✓]

(c) ever made an assignment for the benefit of creditors, been the subject of a receivership or bankruptcy proceeding, reorganized in bankruptcy, or been adjudged a bankrupt? Yes [] No [✓]

(d) ever had a judgment entered against you or have a judgement which is presently unsatisfied? Yes [] No [✓]

8. Are you or is any business entity under your control or in which you were a principal shareholder (10% or more) or in which you held a substantial equity or controlling interest (10% or more) or of which you were an officer, director, general partner, trustee or principal, a party in any litigation or administrative proceeding in which it is alleged that you or it committed fraud or otherwise violated any provision of the Martin Act or any other securities law? Yes [] No [✓]

9. If the answer to 7(a) through (d), or 8 is "Yes" state full particulars, including dates, nature of proceeding, title and location of public authority, circumstances and final disposition. If there is insufficient space below, complete response in an attached, sworn statement.

10. List all professional, business or occupational licenses or registrations which you now hold, have held, or have applied for:
NYS Real Estate Broker

11. The following is my complete employment and business record including periods of self-employment and unemployment for the past five years:

From	To	Name and Address of Employer	Type of Business	Position Held
Mo. Yr.	Mo. Yr.			
1 10	current	Spall Management Corp. 30 Grove St., Pittsford, NY	Management	President
1 16	current	Spall Realty Corp. 30 Grove St., Pittsford, NY	Sales/Management	President

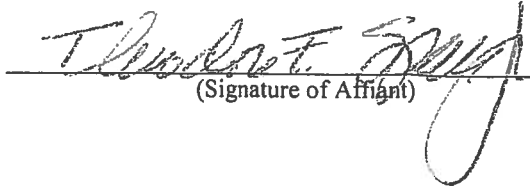
12. The following is a complete record of my business affiliations for the past five years, including all entities not listed in 11 above, under my control or in which I was a principal shareholder (10% or more) or in which I held a substantial equity or controlling interest (10% or more) or of which I was an officer, director, general partner, trustee or principal.

From	To	Name and Address of Entity	Type of Business	Position Held
Mo. Yr.	Mo. Yr.			
1 10	current	Clover Street Building Corp. 30 Grove St., Pittsford, NY	home building	President
1 10	current	Clover Street Development Co. 30 Grove St., Pittsford, NY	land development	President
1 10	"	Coventry Ridge Building Corp. 30 Grove St., Pittsford, NY	home building	President
1 10	"	30 Grove St., Pittsford, NY	home building	President
1 10	current	Covington Woods Corp. 30 Grove St., Pittsford, NY	home building	President
1 10	"	Greythorne Building Corp. 30 Grove St., Pittsford, NY	home building	President

Date: Nov. 19, 2014 Signature: 

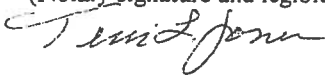
STATE OF New York
: SS.:
COUNTY OF Monroe

Theodore F. Spall, Jr., being duly sworn, deposes and says that I am the person described in and who signed the above registrant information form. I have read the questions and answers and information supplied, and they are true, accurate and complete.


(Signature of Affiant)

Sworn to before me this
19th day of November, 2014.

(Notary signature and legible official stamp)



TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017

President or General Partner



NEW YORK STATE
 DEPARTMENT OF LAW
 INVESTOR PROTECTION BUREAU
 120 Broadway, 23rd Floor
 New York, NY 10271-0332
 1-800-771-7755 TDD (for hearing impaired) 1-800-788-9898
 www.ag.ny.gov

NY FORM RI-1

REGISTRANT INFORMATION FORM

1. Spall Suzanne
 Last Name First Name Middle Name

2. 30 Grove Street Pittsford NY 14534
 Business Address Street City State Zip Code

3. Rochester, Ny 4(a). 8/7/48 4(b). 585-586-4521
 Place of Birth Date of Birth Business Phone

5. Name of Issuer: Clover Street Development Corp.

6. Have you ever used or been known by any other name? Yes [] No []
 If "Yes", please specify _____

7. Have you or has any business entity under your control or in which you were a principal shareholder (10% or more) or in which you held a substantial equity or controlling interest (10% or more) or of which you were an officer, director, general partner, trustee or principal:

(a) ever been convicted of any crime (other than minor traffic violations) or is any such charge presently pending? Yes [] No []

(b) ever been the subject of any injunction, cease and desist order, assurance of discontinuance, suspension or restraining order, revocation of a license to practice a trade, occupation or profession, denial of an application to obtain or renew same, any stipulation or consent to desist from any act or practice, any disciplinary action by any court or administrative agency, or is any action or proceeding seeking such relief presently pending? Yes [] No []

(c) ever made an assignment for the benefit of creditors, been the subject of a receivership or bankruptcy proceeding, reorganized in bankruptcy, or been adjudged a bankrupt? Yes [] No []

(d) ever had a judgment entered against you or have a judgement which is presently unsatisfied? Yes [] No []

8. Are you or is any business entity under your control or in which you were a principal shareholder (10% or more) or in which you held a substantial equity or controlling interest (10% or more) or of which you were an officer, director, general partner, trustee or principal, a party in any litigation or administrative proceeding in which it is alleged that you or it committed fraud or otherwise violated any provision of the Martin Act or any other securities law? Yes [] No []

9. If the answer to 7(a) through (d), or 8 is "Yes" state full particulars, including dates, nature of proceeding, title and location of public authority, circumstances and final disposition. If there is insufficient space below, complete response in an attached, sworn statement.

10. List all professional, business or occupational licenses or registrations which you now hold, have held, or have applied for:
None.

11. The following is my complete employment and business record including periods of self-employment and unemployment for the past five years:

From	To	Name and Address of Employer	Type of Business	Position Held
Mo. Yr.	Mo. Yr.			
1. 10	current	Spall Management Corp 30 Grove St., Pittsford, NY	Management	Shareholder

12. The following is a complete record of my business affiliations for the past five years, including all entities not listed in 11 above, under my control or in which I was a principal shareholder (10% or more) or in which I held a substantial equity or controlling interest (10% or more) or of which I was an officer, director, general partner, trustee or principal.

From	To	Name and Address of Entity	Type of Business	Position Held
Mo. Yr.	Mo. Yr.			
1. 10	Current	Bridle ridge Farms LLC 30 Grove St., Pittsford, NY	vacant land	Member
1. 10	"	Corporate Woods Associates LLC 30 Grove St., Pittsford, NY	comm'l property mgt.	member
1. 10	current	Meridian Center Associate 30 Grove St., Pittsford, NY	comm'l property mgt.	Member
1. 10	"	TFS Leasing Corp. 30 Grove St., Pittsford, NY	leasing company	V.P.

Date: 11/19/14 Signature: Suzanne A. Spall

STATE OF New York
: SS.:
COUNTY OF Morris

Suzanne A. Spall, being duly sworn, deposes and says that I am the person described in and who signed the above registrant information form. I have read the questions and answers and information supplied, and they are true, accurate and complete.

Suzanne A. Spall
(Signature of Affiant)

Sworn to before me this
19th day of November, 20 14.

(Notary signature and legible official stamp)
Terril Jones
TERRIL JONES
Notary Public, State of New York
County of Ontario - #01J05052797
Commission Expires
December 4, 2017

President or General Partner



NEW YORK STATE
DEPARTMENT OF LAW
INVESTOR PROTECTION BUREAU
120 Broadway, 23rd Floor
New York, NY 10271-0332
1-800-771-7755 TDD (for hearing impaired) 1-800-788-9898
www.ag.ny.gov

NY FORM RI-1

REGISTRANT INFORMATION FORM

1. Spall Karen
Last Name First Name Middle Name
2. 30 Grove Street Pittsford NY 14534
Business Address Street City State Zip Code
3. Rochester, NY 4(a). April 8, 1976 4(b). 585-586-4521
Place of Birth Date of Birth Business Phone

5. Name of Issuer: Clover Street Development Corp.

6. Have you ever used or been known by any other name? Yes [] No [X]
If "Yes", please specify _____

7. Have you or has any business entity under your control or in which you were a principal shareholder (10% or more) or in which you held a substantial equity or controlling interest (10% or more) or of which you were an officer, director, general partner, trustee or principal:

(a) ever been convicted of any crime (other than minor traffic violations) or is any such charge presently pending? Yes [] No [X]

(b) ever been the subject of any injunction, cease and desist order, assurance of discontinuance, suspension or restraining order, revocation of a license to practice a trade, occupation or profession, denial of an application to obtain or renew same, any stipulation or consent to desist from any act or practice, any disciplinary action by any court or administrative agency, or is any action or proceeding seeking such relief presently pending? Yes [] No [X]

(c) ever made an assignment for the benefit of creditors, been the subject of a receivership or bankruptcy proceeding, reorganized in bankruptcy, or been adjudged a bankrupt? Yes [] No [X]

(d) ever had a judgment entered against you or have a judgement which is presently unsatisfied? Yes [] No [X]

8. Are you or is any business entity under your control or in which you were a principal shareholder (10% or more) or in which you held a substantial equity or controlling interest (10% or more) or of which you were an officer, director, general partner, trustee or principal, a party in any litigation or administrative proceeding in which it is alleged that you or it committed fraud or otherwise violated any provision of the Martin Act or any other securities law? Yes [] No [X]

9. If the answer to 7(a) through (d), or 8 is "Yes" state full particulars, including dates, nature of proceeding, title and location of public authority, circumstances and final disposition. If there is insufficient space below, complete response in an attached, sworn statement.

10. List all professional, business or occupational licenses or registrations which you now hold, have held, or have applied for:
None

11. The following is my complete employment and business record including periods of self-employment and unemployment for the past five years:

From	To	Name and Address of Employer	Type of Business	Position Held
Mo. Yr.	Mo. Yr.			
1 2010	present			stay at home mother

12. The following is a complete record of my business affiliations for the past five years, including all entities not listed in 11 above, under my control or in which I was a principal shareholder (10% or more) or in which I held a substantial equity or controlling interest (10% or more) or of which I was an officer, director, general partner, trustee or principal.

From	To	Name and Address of Entity	Type of Business	Position Held
Mo. Yr.	Mo. Yr.			
2010	present	Clover Street Development 30 Grove St. Pittsford, NY	land Development	Sec/Treasurer

Date: Nov 26, 2014 Signature: K. Spall

STATE OF New York : SS.:
 COUNTY OF Munroe

Karen Spall, being duly sworn, deposes and says that I am the person described in and who signed the above registrant information form. I have read the questions and answers and information supplied, and they are true, accurate and complete.

K. Spall
 (Signature of Affiant)

Sworn to before me this
26th day of November, 2014.

(Notary signature and legible official stamp)
 TERRI L. JONES
 Notary Public, State of New York
 County of Ontario - #01JO5052797
 Commission Expires
 December 4, 2017

 President or General Partner



NEW YORK STATE
DEPARTMENT OF LAW
INVESTOR PROTECTION BUREAU
120 Broadway, 23rd Floor
New York, NY 10271-0332
1-800-771-7755 TDD (for hearing impaired) 1-800-788-9898
www.ag.ny.gov

NY FORM RI-1

REGISTRANT INFORMATION FORM

1. Smith Stacey
Last Name First Name Middle Name

2. 30 Grove Street Pittsford NY 14534
Business Address Street City State Zip Code

3. Rochester, NY. 4(a). 4/20/74 4(b). 585-586-4521
Place of Birth Date of Birth Business Phone

5. Name of Issuer: _____

6. Have you ever used or been known by any other name? Yes [] No [X]
If "Yes", please specify _____

7. Have you or has any business entity under your control or in which you were a principal shareholder (10% or more) or in which you held a substantial equity or controlling interest (10% or more) or of which you were an officer, director, general partner, trustee or principal:

(a) ever been convicted of any crime (other than minor traffic violations) or is any such charge presently pending: Yes [] No [X]

(b) ever been the subject of any injunction, cease and desist order, assurance of discontinuance, suspension or restraining order, revocation of a license to practice a trade, occupation or profession, denial of an application to obtain or renew same, any stipulation or consent to desist from any act or practice, any disciplinary action by any court or administrative agency, or is any action or proceeding seeking such relief presently pending? Yes [] No [X]

(c) ever made an assignment for the benefit of creditors, been the subject of a receivership or bankruptcy proceeding, reorganized in bankruptcy, or been adjudged a bankrupt? Yes [] No [X]

(d) ever had a judgment entered against you or have a judgement which is presently unsatisfied? Yes [] No [X]

8. Are you or is any business entity under your control or in which you were a principal shareholder (10% or more) or in which you held a substantial equity or controlling interest (10% or more) or of which you were an officer, director, general partner, trustee or principal, a party in any litigation or administrative proceeding in which it is alleged that you or it committed fraud or otherwise violated any provision of the Martin Act or any other securities law? Yes [] No [X]

9. If the answer to 7(a) through (d), or 8 is "Yes" state full particulars, including dates, nature of proceeding, title and location of public authority, circumstances and final disposition. If there is insufficient space below, complete response in an attached, sworn statement.

10. List all professional, business or occupational licenses or registrations which you now hold, have held, or have applied for:

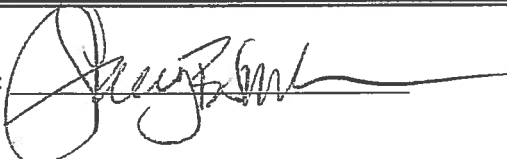
NYS Real Estate Broker

11. The following is my complete employment and business record including periods of self-employment and unemployment for the past five years:

From	To	Name and Address of Employer	Type of Business	Position Held
Mo. Yr.	Mo. Yr.			
1 10	Current	Spall Management Corp. 30 Grove St, Pittsford, NY	Management	V.P.
1 10	Current	Spall Realty Corp. 30 Grove St., Pittsford, NY	Sales/Management	V.P.

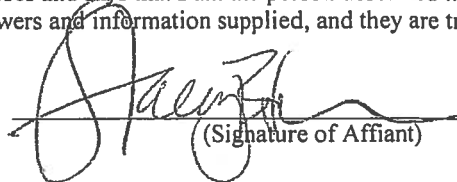
12. The following is a complete record of my business affiliations for the past five years, including all entities not listed in 11 above, under my control or in which I was a principal shareholder (10% or more) or in which I held a substantial equity or controlling interest (10% or more) or of which I was an officer, director, general partner, trustee or principal.

From	To	Name and Address of Entity	Type of Business	Position Held
Mo. Yr.	Mo. Yr.			
6 05	Current	Greystone Devt. Corp. 30 Grove St. Pittsford, NY	land development	V.P.
1 11	Current	Clover Street Development Corp. 30 Grove St. Pittsford NY	land development	V.P.
1 04	Current	Spall Construction Corp. 30 Grove St. Pittsford, NY	land development	VP

Date: 11/19/14 Signature: 

STATE OF New York
: SS.:
COUNTY OF Monroe

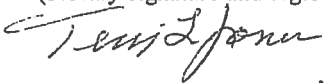
Stacey Smith, being duly sworn, deposes and says that I am the person described in and who signed the above registrant information form. I have read the questions and answers and information supplied, and they are true, accurate and complete.


(Signature of Affiant)

Sworn to before me this

19th day of November, 2014.

(Notary signature and legible official stamp)



TERRIL JONES
Notary Public, State of New York
County of Ontario - #01J05052797
Commission Expires
December 4, 2017

President

or

General Partner

SECTION 17
PURCHASE / CONSTRUCTION CONTRACT

CONSTRUCTION CONTRACT

The Undersigned, _____,
residing at _____, herein called
"Buyer", hereby desires to have constructed a single family residence with garage on property situate in the Town of
Pittsford, County of Monroe and State of New York, and more particularly known as Lot No. ___ of the Section 2 of
Coventry Ridge Subdivision, and also known as _____, as
the same is shown on a filed subdivision map (herein called the "Premises").

All construction is to be completed by ROCKDALE MEADOWS CONSTRUCTION CORP., having an office address
of 30 Grove Street, Pittsford, New York 14534, herein called "Contractor" or "Sponsor", in a good workmanlike
manner, and according to plans and specifications with Addendum One, Exceptional Features List, and the form of
Limited Warranty to be provided by contractor, all to be approved, signed and attached hereto.

In addition to the real property lot and the finished residence Contractor desires to sell, and Buyer desires to purchase,
mandatory membership in the Rockdale Meadows Homeowners Association, Inc. (herein called the "Association").

Now, therefore, in consideration of the mutual promises and undertakings contained herein, and other good and
valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

PURCHASE PRICE: Buyer shall pay to Contractor for the lot, finished residence and membership in the
Association the sum of _____
(\$_____).

TERMS OF PAYMENT: The purchase price shall be paid as follows:

- \$_____ deposit upon execution of this Contract (the "Deposit");
- \$_____ progress payment upon completion of foundation;
- \$_____ progress payment upon installation of roofing;
- \$_____ balance due on day of closing.

Interest at _____ percent (____%) per annum shall be due on overdue Deposits or progress payments.

Any requested changes, extras or modifications to the plans and or specifications shall be done on written change
authorization form and signed by Buyers. Payment for authorized changes shall be made by Buyers upon conveyance
of title, unless otherwise agreed. Buyers agree to limit option choices to those outlined on Contractors selection sheet
and sample room.

CONTINGENCIES: Buyer makes this offer subject to the following contingencies:

1. This Contract is contingent upon Buyer entering into a contract for the sale of Buyer's premises known as
_____ on or before the _____ day of
_____, 20____, and transfer of title of said premises on or before the _____ day of _____,
20_____.

If Buyer is unable to obtain a firm contract for the sale of his property by such date, then either he or Contractor
may cancel this contract by written notice to the other. If Contractor receives another acceptable purchase offer,
Contractor may notify Buyer in writing that Contractor wants to accept the other offer and Buyer will then have two
(2) days to remove this sale contingency by written notice to the Contractor. If Buyer does not remove this
contingency after receiving notice from Contractor, Buyer's rights under this Contract shall end, and Contractor shall
be free to accept the other purchase offer and Buyer's deposit shall be returned. Buyer may not remove this
contingency by such notice to Contractor if Buyer's mortgage loan commitment requires the sale and transfer of his
property as a condition of the mortgage loan proceeds, unless Buyer has a contract for the sale of his property which is
not then subject to any unsatisfied contingencies.

2. This Contract is contingent upon Buyer obtaining a mortgage loan in the approximate amount of _____ (\$_____). Buyer shall apply for this mortgage loan no later than _____, and shall have until _____ to obtain a written mortgage commitment. At the time the commitment is accepted by Buyer, a copy of said acceptance shall be forwarded to Contractor. The conditions of any such mortgage commitment shall not be deemed contingencies of this Contract, but shall be the sole responsibility of Buyer.

INSURANCE: Risk of loss from fire or other casualty shall be in accordance with the laws of the State of New York. Contractor agrees to maintain worker's compensation insurance in accordance with the laws of the State of New York, and a policy of liability insurance to protect itself against liability and damage for injury to persons or other employees, with limits of Two Hundred Fifty Thousand Dollars (\$250,000) each person, and Five Hundred Thousand Dollars (\$500,000) each accident, and property damage liability of Fifty Thousand Dollars (\$50,000) each accident, and One Hundred Thousand Dollars (\$100,000) aggregate.

COMPLETION DATE AND POSSESSION: Construction is to be complete on or about the ____ day of _____, 20____ or approximately _____ (____) days after signing of construction drawings and completion of Contractor's selection sheet by Buyer, whichever is later. These dates are not to be construed as a representation by Contractor that possession will be available at said time, and are subject to riots, strikes, labor disputes, war, acts of God, any governmental ruling, regulations or restrictions as to labor, materials or credit, material availability, or any other cause or delay over which the Contractor has no control. Buyer shall have possession of the Premises on the day of closing.

WARRANTY: At closing, Seller will furnish Buyer with a New York State compliant Limited Warranty provided by a third party home warranty company, in substantially the form attached hereto. To obtain such Limited Warranty, Buyer will be required to sign a warranty application that will be submitted to a third party provider at time of closing. Seller shall not be responsible for changes to the New York State mandated warranty from when the sample warranty is provided until time of closing when warranty is activated.

Buyer has been provided with a sample warranty book and has read and understands the six year limited warranty administered by Residential Warranty Company LLC (RWC). Validation of the Warranty is not guaranteed, but is conditioned on the satisfactory completion of any required inspections, upon Seller's compliance with all of RWC's enrollment procedures, and upon Seller remaining in good standing with the RWC Program. Buyer understands and agrees that if the above Warranty is validated, it is provided by the Seller in lieu of all other warranties, verbal agreements or representations to the extent permitted by law; and Seller makes no warranty, express or implied, as to quality, fitness for a particular purpose, merchantability, habitability or otherwise, except as is expressly set forth in the Program or as required by law. Buyer understands and agrees the warranties of all appliances and other consumer products installed in the home are those of the manufacturer or supplier and same are assigned to Buyer, effective on the date of closing. In any event, Seller shall not be liable for any personal injury or other consequential or secondary damages and/or losses which may arise from or out of any and all defects. Except for purchases of FHA and VA financed homes, Buyer acknowledges and understands that the Warranty includes a provision requiring all disputes that arise under the Warranty to be submitted to binding arbitration.

THE SELLER MAKES NO HOUSING MERCHANT IMPLIED WARRANTY, NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS OR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS CONTRACT OR THE HOME, AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS PROVIDED IN THE LIMITED WARRANTY ANNEXED TO THIS CONTRACT. THE EXPRESS TERMS OF THE LIMITED WARRANTY ARE HEREBY INCORPORATED IN THIS CONTRACT, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE THEREOF.

EVERY STRUCTURE CONTAINS NATURALLY OCCURRING CONTAMINANTS, INCLUDING BUT NOT LIMITED TO RADON, ANIMAL DANDER, DUST, DUST MITES, FUNGI, MOLD, BACTERIA AND POLLEN (COLLECTIVELY, "IMPURITIES"). SUCH IMPURITIES MAY OR MAY NOT BE AIRBORNE AND OR INVISIBLE. CONTRACTOR DOES NOT CLAIM ANY EXPERTISE REGARDING THE IDENTIFICATION, REMEDIATION, OR HEALTH CONSEQUENCES OF SUCH IMPURITIES. WHETHER OR NOT THE HOME EXPERIENCES ADVERSE EFFECTS OF IMPURITIES DEPENDS LARGELY ON HOW OWNER MAINTAINS THE HOME AFTER COMPLETION OF CONSTRUCTION, AS WELL AS AN INDIVIDUAL'S SUSCEPTIBILITY TO SUCH IMPURITIES. OWNER SHOULD CONTACT FEDERAL, STATE AND OR LOCAL AUTHORITIES FOR INFORMATION REGARDING IMPURITIES IN THE HOME. OWNER AGREES THAT CONTRACTOR IS NOT RESPONSIBLE FOR ANY DAMAGES, ILLNESS OR

ALLERGIC REACTIONS THAT OWNER, OR OWNER'S FAMILY, GUESTS OR INVITEES, MAY EXPERIENCE AS A RESULT OF IMPURITIES IN THE HOME. CONTRACTOR DISCLAIMS ANY LIABILITY RESULTING FROM IMPURITIES IN THE HOME, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, LOSS OF INCOME, EMOTIONAL DISTRESS, LOSS OF USE, LOSS OF VALUE AND OR ADVERSE HEALTH EFFECTS.

TITLE DOCUMENTS: Contractor shall provide and pay for the following title documents in connection with this sale; warranty deed with lien covenant; redated abstract of title; fully guaranteed tax, title and United States Court searches dated after the date of this Contract, to and including the date of transfer of title. The title documents delivered by Contractor shall be sufficient to convey good and marketable title in fee simple to the Premises free and clear of all liens and encumbrances.

However, Buyer agrees to accept title to the Premises subject to restrictive covenants of record common to the tract or subdivision of which the Premises is a part, provided these restrictions have not been violated, or if they have been violated, that the time for anyone to complain of the violations has expired. Buyer also agrees to accept title to the Premises subject to public utility and/or municipal easements as long as those easements do not interfere with any buildings or improvements. Buyer may construct in compliance with all present restrictive covenants of record and zoning and building codes applicable to the Premises.

DEED RESTRICTIONS: Buyer acknowledges the existence of a recorded Declaration of Covenants, Easements and Restrictions (the "Declaration"), a copy of which is attached hereto as Addendum Four.

Contractor has exhibited and delivered to Buyer and Buyer has read and agrees to be bound by the Declaration, By-Laws, and a complete copy of the application to the Department of Law for CPS-7 treatment (Simplified Procedure for Homeowners Associations with a DeMinimus Cooperative Interest) and all amendments thereto together with a copy of the letter granting such treatment (and the Exhibits attached thereto), all of which are incorporated by reference and made a part of this Contract with the same force and effect as if set forth in full herein. Buyer shall execute the deed for the purpose of acknowledging Buyer's obligations to the Association set forth in the Declaration including the obligation to pay Association assessments. With the purchase of the Premises, Buyer acknowledges that he will automatically thereby become a member of the Association, subject to its rules and regulations and liable for its assessments. This Contract is being executed more than seventy-two (72) hours after the receipt by Buyer of a copy of the application to the Department of Law for CPS-7 treatment.

CERTIFICATE OF OCCUPANCY AND INSTRUMENT SURVEY: Contractor shall furnish a Certificate of Occupancy on day of closing, and one instrument survey dated after the date of this contract; Buyer to pay for any re-certification due to Buyer change in mortgage lender. The survey shall be prepared and certified to meet the standards and requirements of Buyer's mortgage lender, the Monroe County Bar Association, and the New York State Land Surveyors Organization.

RECORDING FEES: Buyer will pay the real property transfer tax, and will pay for recording the deed and mortgage, if applicable, and for all mortgage tax. Current charges or assessments, if any, and current taxes computed on a fiscal year basis, excluding any delinquent items, interest and penalties, and Association charges will be prorated and adjusted between Contractor and Buyer as of the date of closing.

ESCROW(S): If at the time of closing any item(s) remain incomplete, an escrow will be established and will be limited to lawn, blacktop, post light installation, sidewalk installation or patio installation, if same is included in this Contract or any other items required by lending institution of Buyer. Said limited escrow shall be held by the attorney for Contractor, or by the lending institution of Buyer, and shall be released upon completion of the item(s) in accordance with standard bank procedures.

DEPOSIT: Buyer (has deposited) (will deposit upon acceptance), the sum of _____ (\$_____) in the form of _____ with Contractor, which Deposit is to become part of the purchase price, or returned if not accepted, or if this Contract fails to close for any reason not the fault of the Buyer. If Buyer fails to complete his part of this Contract, Contractor shall keep the Deposit and may also pursue other legal rights it has against the Buyer, including a

lawsuit for damages. See Addendum Five attached hereto for additional provisions addressing escrow and trust fund requirements, and a copy of the escrow agreement between Sponsor and Woods Oviatt Gilman LLP. Any progress payments made by Buyer to Contractor shall not be held in accordance with the escrow and trust fund requirements.

CLOSING DATE, PLACE AND POSSESSION: The transfer of title to the Premises shall take place at the Monroe County Clerk's office, or such other designated office as the parties/attorneys shall agree, or at the office designated by the mortgage lender, if applicable, on or before the ____ day of _____, 20____. Buyer shall have possession of the Premises on the day of closing.

ENTIRE CONTRACT: This Contract, when signed by both Buyer and Contractor, will be the record of the complete agreement between Buyer and Contractor concerning the construction on the subject Premises. No verbal agreements or promises will be binding on either the Buyer or Contractor, unless they are in writing, and signed by both Buyer and Contractor.

APPROVAL: This offer is subject to approval by Buyer's attorney within two (2) banking days after final acceptance. Failing such approval, this condition will automatically expire.

YOU, AS THE BUYER(S) OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO PLACE THE DEPOSIT MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH ESCROW ACCOUNT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY GUARANTEEING THE RETURN OF SUCH DEPOSIT.

WITNESS: _____ L.S.
Buyer

Dated: _____ L.S.
Buyer

WITNESS: _____

Dated: _____

ACCEPTANCE OF OFFER BY CONTRACTOR

Contractor hereby accepts the above offer and agrees to construct on the terms and conditions set forth above, and further agrees to pay _____ percent (____ %) commission to _____, Realtor.

Dated: _____ ROCKDALE MEADOWS CONSTRUCTION CORP.

Witness: _____ BY: _____

Buyer(s): _____ Contractor: ROCKDALE MEADOWS CONSTRUCTION CORP.

Social Security #: _____ Address: 30 Grove Street
Pittsford, New York 14534

Phone: (585) 586-4521
Fax: (585) 586-8656

Address: _____

Phone: (H) _____ Attorney: Kristopher Vurraro, Esq.
(O) _____ Woods Oviatt Gilman LLP
700 Crossroads Building, 2 State Street
Rochester, New York 14614

Attorney: _____ Phone: (585) 987-2838
_____ Fax: (585) 987-2938

Phone: _____
Fax: _____