

**FIRST AMENDMENT TO BY-LAWS OF
THE RIVERS RUN HOMEOWNERS ASSOCIATION, INC.**

This is the First Amendment to the By-Laws of the Rivers Run Homeowners Association, Inc. dated as of September 7, 2011.

The By-Laws of the Rivers Run Homeowners Association, Inc. is hereby amended as follows:

1-The first sentence of Article III, Section A is hereby amended to read as follows:

“The Association shall be governed by a Board of Directors consisting of five (5) persons. “

2- Article III, Section B is hereby amended to read as follows:

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 2 people receiving the greatest number of votes serving a three year term, the two receiving the next highest number of votes serving a two year term and the person receiving the next highest number of votes serving for a one year term. Thereafter, at each annual meeting, the members shall elect at least one Director, each to serve for a three year term. “

3-The first sentence of Article III, Section J is hereby amended to read as follows:

“The officers of the association shall be a President, Vice President, Secretary and Treasurer. “

4- There shall be added a new sentence at the end of Article III, Section J, subparagraph 1 as follows:

“The Vice President shall have the powers of the President in his absence and whatever other powers the President shall delegate to him “.

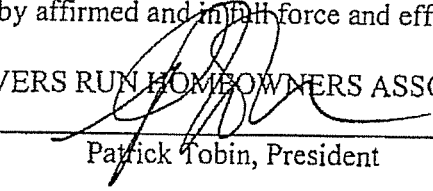
5-Article VII, section A shall be amended to read as follows:

“The By-Laws may be amended at a regular or special meeting of the members by a vote of two thirds (2/3) of a quorum, voting in person or by proxy. “

Ex D


Except as otherwise amended, the By-laws of the Rivers Run Homeowners Association, Inc. are hereby affirmed and in full force and effect.

RIVERS RUN HOMEOWNERS ASSOCIATION, INC.

By 
Patrick Tobin, President

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 7th day of September 2011, before me the undersigned, a notary public in and for said state, personally appeared Patrick Tobin, personally known to me or approved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.



Notary Public
PAULA A. LAPIN
Notary Public, State of New York
No. 4627286
Qualified in Onondaga County 14
Commission Expires June 30, 20 14

I hereby certify that on September 7th, 2011 at a meeting of members at which a quorum was present, the above amendment was approved by at least two thirds of a quorum of the homeowners, present in person or by proxy.

RIVERS RUN HOMEOWNERS ASSOCIATION, INC.

By: , Secretary

Susan Bussey

ACCESS AND MAINTENANCE AGREEMENT

THIS ACCESSAND MAINTENANCE AGREEMENT, dated as of September 25, 2011 between Rivers Run Homeowners' Association, Inc., a New York Not-For-Profit Cooperation, with an office at 50 Fairwood Drive, Rochester, New York 14623 ("Grantor"), and Rivers Run, LLC, a New York limited liability company having an office at 50 Fairwood Drive, Rochester, New York 14623 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee of a certain parcel of land located in the Town of Henrietta, Monroe County, New York, located on Fairwood Drive and East River Road, being the common areas of the Rivers Run Subdivision, constituting tax map number 174.10-1-69.1, as more particularly bounded and described as follows:

All that tract or parcel of land situate in the Town of Henrietta, County of Monroe and State of New York being known and described as lot No. R-69A as shown on a map entitled "Resubdivision of Lot 69 " of the Rivers Run Subdivision, section 2, made by Erdman Anthony, dated October 20, 2010 and last revised December 21, 2010, a copy of which was filed in the Monroe County Clerk's Office on February 18, 2011 in Liber 340 of Maps at page 85 (the "Grantor's Land"); and

WHEREAS, Grantee is the owner in fee of a certain parcel of land in the Town of Henrietta, Monroe County, New York, having tax map number 174.10-1-68 as more particularly described as follows:

All that tract or parcel of land situate in the Town of Henrietta, County of Monroe and State of New York known and described as lot 68 of the Rivers Run Subdivision as shown on a map filed in the Monroe County Clerk's Office in Liber 329 of Maps at page 3 (the "Grantee's Land"), being the parcel on which the Riparian senior living project stands; and

WHEREAS, Grantee has developed a senior housing project on the Grantee's Land and related support services and common facilities (collectively, the "Project"), as well as the Rivers Run cottages ("Cottages") on Grantor's Land and both projects drain storm water into the ponds on Grantor's land; and

WHEREAS, the parties desire to create a non-exclusive easement over, under and across Grantor's land (the "Easement Premises"), (a) for vehicular and pedestrian access to and from Grantee's Land and (b) to maintain and repair 5 drainage ponds owned by Grantor and to maintain the main walkway bisecting Grantor's land from the gazebo on the east side of Rivers Run Subdivision to the gazebo on the west side of the subdivision extending to Lot 69C to be owned by RIT but maintained by Grantee (the "Main Walkway") as more particularly shown on the map of the Project attached hereto ;

NOW, THEREFORE, in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor grants to Grantee a non-exclusive easement over, under and across the Easement Premises (a) for vehicular and pedestrian access to and from the Grantee's Land and (b) to maintain and repair the drainage ponds and Main Walkway on Grantor's Land.
2. Grantee grants to Grantor a non-exclusive easement over Grantee's Land for ingress and egress to and from the Riparian for the purposes of attending programs and obtaining services as provided in the Riparian Agreement between the parties.
3. Grantee shall maintain and repair the ponds on Grantor's Land under the supervision of the NYS Department of Environmental Conservation (if required) to facilitate storm water draining from Grantor's Land and Grantee's Land. Grantee shall also maintain and arrange snow removal from the Main Walkway (but not the offshoots therefrom) to assure that it is passable year-round by Grantor's members and guests. If Grantee does not perform its maintenance obligations after 30 days' written notice to Grantee and opportunity to cure, Grantor may perform the necessary work and send a certified vendor invoice to Grantee for same. Grantee shall pay the invoice to the vendor within 30 days of receipt.
4. Grantee shall indemnify, defend, and hold harmless Grantor from all claims of loss, damage or injury of any kind and nature whatsoever arising in connection with the use of the Easement Premises by Grantee, its agents, employees, invitees and contractors, except to the extent that such claims of loss, damage or injury are caused by the negligence or willful misconduct of Grantor, its agents, members, guests or invitees.
5. Grantor shall indemnify, defend and hold harmless Grantee from all claims of loss, damage or injury of any kind and nature whatsoever arising in connection with the use of the Grantee's Land by Grantor, its members, guests, invitees or agents, except to the extent such claims of loss, damage or injury are caused by the negligence or willful misconduct of Grantee, its agents, employees, contractors, or invitees.
6. This easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

GRANTOR:

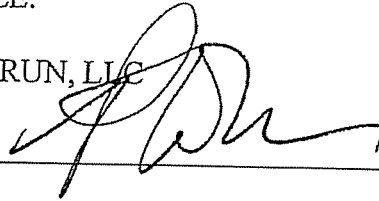
RIVERS RUN HOMEOWNERS' ASSOCIATION, INC.

By:  _____

GRANTEE:

RIVERS RUN, LLC

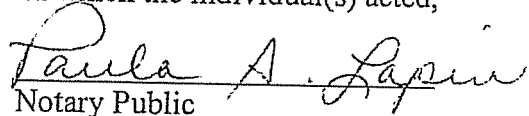
By: _____



Patrick Tobin, President

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

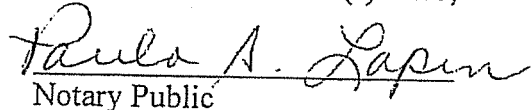
On September 25, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick Tobin, personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.



Notary Public
PAULA A. LAPIN
Notary Public, State of New York
No. 4627286
Qualified in Onondaga County
Commission Expires June 30, 20 14

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On September 25, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick Tobin, personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.



Notary Public
PAULA A. LAPIN
Notary Public, State of New York
No. 4627286
Qualified in Onondaga County
Commission Expires June 30, 20 14

Monroe County - All Records

Found 1 Matching Results
Displaying 1 thru 1



Results From Land Records

Criteria Searched:

Book No: 340 Page No(s): 85

Book: SUBDIVISION MAPS Instrument Type(s): ALL

Page 1 of 1

Book	Book Page	Property Address	Filing Date	Instrument Type	Grantor	Grantee	Reference 1	Reference 2	Land Description	Control No
SUBDIVISION MAPS	340 85		2/18/2011	SUBDIVISION MAP FILED	RIVERS RUN RESUBDIVISION SECTION 2	COON MARK STEWART			TOWN LOT 13 RANGE 6 HENRIETTA	201102180348

Page 1 of 1