

EXHIBIT III

BY-LAWS OF

WHITRIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. "Name and Location", The name of the corporation is WHITRIDGE HOMEOWNERS ASSOCIATION, INC. The principal office of the Corporation, shall be located at 1548 Buffalo Road, Rochester, New York, County of Monroe and State of New York, but meetings of members and directors may be held at such places within the State of New York, County of Monroe, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association", shall mean and refer to the WHITRIDGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner", shall mean and refer to the record owner, whether now or hereafter owned, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, unless or until such secured parties have acquired title pursuant to a foreclosure, or any proceedings in lieu of foreclosure.

Section 3. "Member", shall mean and refer to those persons entitled to membership as provided in the Declaration. It shall be appurtenant to and may not be separated from such Lot ownership.

Section 4. "Properties", shall mean and refer to that certain real property subject and described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and subject to the Declaration.

Section 5. "Common Area", shall mean all real property which will be conveyed to the Association pursuant to the Declaration for the common use and enjoyment of its members as shown on the Map of the Properties, entitled the Whitney Ridge Townhouse Subdivision Section 2, which map is filed in Monroe County, Clerks Office in Liber 221 of Maps, pages 27 & 28.

Section 6. "Common Facilities", shall mean all improvements located on the Common Area for the common use and enjoyment of the Association and its members, specifically private roadways to be known as Broxbourne and Garrison Drives.

Section 7. "Lot" shall mean and refer to any plot of land shown upon the filed subdivision map of the Properties, with the exception of the Common Areas, which is or will be, improved by one (1) Townhouse Dwelling Structure.

Section 8. "Townhouse Dwelling Structure" shall mean and refer to a dwelling structure erected on a Townhouse Lot, attached and separated from other like dwelling structures by one or more common party walls, each being capable of separate ownership and designed for occupancy by a single family.

Section 9. "Maps", shall mean and refer to any and all subdivision maps recorded or filed, from time to time, in the Monroe County Clerk's Office covering the Properties.

Section 10. "Declarant" shall mean and refer to Whitridge Realty, Corp. and Lancaster Homes, Inc., their successors and assigns if such successor or assign should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 11. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Monroe County Clerk's Office.

### ARTICLE III

#### MEMBERSHIP: MEETING OF MEMBERS

Section 1. "Exercise of Rights and Privileges". The exercise of Membership Rights and Privileges are contingent upon payment of any and all Assessments provided for in the Declaration. Voting rights may be suspended for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

Section 2. "Annual Meetings". The first annual meeting shall be held within one (1) year from the date of incorporation of the Association. Each subsequent regular annual meeting shall be held on the fourth Tuesday of March of each year thereafter, at the hour of 7:30 o'clock, P.M., or at such other times during the day as is more convenient for the majority of said Members. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. "Special Meetings". Special meetings of the Members may be called at any time by the President, by the Vice President, by two (2) or more Members of the Board of Directors, or upon written request of the Members who are entitled to cast one-fourth (1/4) of all of the votes of Class A Membership.

Section 4. "Notice of Meetings". Written notice of each meeting shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy thereof, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote there at. Such notice shall be sent to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the purpose, place, day and hour of the meeting.

Section 5. "Quorum". The presence at the meeting of Members, or of proxies, entitled to cast one-half (1/2) of the votes of the Members entitled to vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at proxies at any meeting, the Members present and entitled to vote there at shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum, as aforesaid, shall be present or be represented by such proxies.

Section 6. "Proxies". At all meetings of Members, the casting of votes may be accomplished in person or by proxy. All proxies shall be in

writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member or that Member's Lot.

Section 7. "Notice and Quorum for Raising Maximum Maintenance Assessments and Levying Special Assessments". Written notice of any meeting called for the purpose of raising maximum maintenance assessment or levying special assessments as is more particularly described in Article 4, Section 3 of the Declaration, shall be sent to all Members, not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. The presence of Members or of proxies entitled to cast sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ) of all the Members entitled to vote shall constitute a quorum for: a) any first meeting in any year called for the increase in maintenance assessments; or b) any first meeting called for the levying of a special assessment.

If the required quorum, as described in the preceding paragraph, is not present, a second meeting may be called subject to the same notice requirement and the required quorum at the second meeting shall be thirty-three and one-third percent ( $33 \frac{1}{3}\%$ ) of all the votes of each class of membership.

In the event that at such second meeting, a quorum as defined in the above paragraph is still not attained, then another meeting or meetings may be called subject to the same notice requirements and the required quorum at the subsequent meeting or meetings shall be thirty-three and one-third percent ( $33 \frac{1}{3}\%$ ) of all Members entitled to vote.

No such second meeting or subsequent meeting shall be held later than sixty (60) days following the preceding meeting.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. "Number". The affairs of the Association shall be managed by a Board of Directors, who need not be Members of the Association. The number of the Board of Directors shall not be less than three (3) except as provided in Section 3.

Section 2. "Initial Board of Directors". Until the first annual meeting, the names and addresses of the Directors shall be as follows:

Byron E. Cartwright, residing at 148 Misty Pine Rd., Fairport, N.Y.,  
P. Thomas Prior, residing at 101 Willow Pond Way, Penfield, N.Y., and  
Elizabeth L. Majewski, residing at 197 Moseley Rd., Fairport, N.Y.

Section 3. "First Annual Meeting and Term". At the first annual meeting, the Members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter, the Members shall elect one (1) Director for a term of three (3) years.

Section 4. "Removal". Any Director may be removed from the Board with or without cause, by a majority vote of the Members of the Association. The Director proposed to be removed, shall be entitled to no less than five (5) days notice in writing of the meeting at which such removal is to be voted upon, and shall be entitled to appear before and be heard at that meeting. In the event of death, resignation or removal of a Director, that Director's successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of said Director's predecessor.

Section 5. "Compensation". No Director shall receive any regular compensation for any service rendered to the Association. The Board may, however, by resolution, contract for and compensate any Director rendering unusual, exceptional or professional services to the Association in an amount appropriate to the value of such services. However, any Director may be reimbursed for actual expenses incurred in the performance of that Director's duties.

Section 6. "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 such meeting by obtaining the written approval of all the Directors. Any action or approval shall have the same effect as though taken as a meeting of the Directors.

#### ARTICLE V

##### NOMINATION AND ELECTION DIRECTORS

Section 1. "Nomination". Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced to each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion determine, but not less than the

number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. "Election". Election to the Board of Directors shall be by secret written ballot. At such election the Members, or their proxies, may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETING OF DIRECTORS

Section 1. "Regular Meetings". Regular Meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. "Special Meetings". Special Meetings of the Board shall be held when called by the President or Vice-President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. "Quorum". A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which quorum is present shall be regarded as the act of the Board.



ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. "Powers". The Board of Directors shall have the power, in addition to the other powers already enumerated herein, to:

- a) Exercise for the Association all powers, duties and authority of the Association, as vested in or delegated to it by and through the Declaration, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- b) Establish, levy, collect and enforce all Regular and Special Assessments on the Common Area and Common Facilities by any lawful means pursuant to the terms of this Declaration;
- c) Pay all expenses incurred by the Association in the conduct of its business, including all licenses, taxes and other governmental charges;
- d) With the consent of 2/3 of the members:
  - (i) acquire by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
  - (ii) Borrow money for the purpose of improving the Common Area and Common Facilities, and in aid thereof, and with the consent of two-thirds (2/3) of the Members, mortgage, pledge, deed in trust or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred;

(iii) Dedicate, sell or transfer any or all of the Common Area or Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two-thirds (2/3) of the Members have agreed to same in writing;

e) Participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes, provided such merger or consolidation shall have the consent of two-thirds (2/3) of the Members;

f) In the event, that the Class B membership still exists or Lancaster Homes Inc. controls the Board of Directors, then no action under d., and/or e. above may be taken without the consent of 2/3 of the members in Class A.

g) Adopt and publish Rules and Regulations governing the use of the Common Area and Common Facilities, and the personal conduct of the Members and their family and guests thereon, and to establish penalties for the infraction thereof.

h) Suspend Member's voting rights after notice and hearing, for a period not to exceed sixty (60) days for infraction of published Rules and Regulations;

i) 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;

j) Employ a manager, independent contractor, managing agent, or such other employees as the Board deems necessary and to prescribe their

duties so as to facilitate the efficient operation of the Properties, the Common Area and Common Facilities. It shall be the primary purpose of such management to provide for the administration, management, repair and maintenance of the Common Area and Common Facilities, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The term of such agreements shall be determined by the Board, and shall be subject in all respects to the Articles of Incorporation, these By-Laws and the Declaration;

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

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

a) Cause to be kept a complete record of all its acts and corporate affairs and to regularly present a written report thereon in compliance with New York statutes to the Members at the Annual Meeting of the Members, or at any Special Meeting to present a written report only when same is requested in writing by at least one-fourth (1/4) of the Members who are entitled to vote;

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

c) As more fully provided in the Declaration, to:

(i) Fix the amount of Regular, Insurance and Special Assessments to be assessed and levied against each Lot at least thirty (30) days in advance of such assessment and levy, as provided in the Declaration;

(ii) Send written notice of each assessment to every Owner of a Lot subject thereto at least thirty (30) days in advance of such assessment and levy;

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

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

e) Procure adequate liability and/or casualty insurance for the Townhouses, Common Area and Common Facilities;

f) Cause the Common Area and Common Facilities to be maintained;

g) Cause all officers or employees having fiscal responsibilities to be bonded, as the Association may deem appropriate.

h) Cause to be prepared annual fiscal statements of the Association which are to be mailed to each Member by March 15 of each year; and

Section 3. "Performance of Duties: Conflict of Interests". The Directors and Officers of the Association may freely make contracts, enter transactions or otherwise act for and in behalf of the Association relating to or incidental to its operations notwithstanding the fact that

they may also be acting as individuals or as directors of the corporation, or as agents for other persons or business concerns, or may be interested therein as stockholders of said corporations or business concerns, or otherwise, provided, however, that in all such dealings falling within the just stated categories, such dealings shall at all times, be at arm's length for and in the best interests of the Association.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. "Enumeration of Officers". The Officers of this Association shall be a President and Vice-President, who shall, at all times, be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may, from time to time by resolution create.

Section 2. "Election of Officers". The election of Officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members of the Association. Election shall be by a majority vote.

Section 3. "Term". The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless that Officer shall sooner resign or shall be removed, or otherwise disqualified to serve.

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

Section 5. "Resignation and Removal". Any Officer may be removed from office with or without cause by the Board. The Officer proposed to be removed shall be entitled to no less than five (5) days notice in writing of the meeting at which such removal is to be voted upon and shall be entitled to appear before and be heard at that meeting. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. "Vacancies". A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer replaced.

Section 7. "Multiple Offices". The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. "Duties". The duties of the Officers shall be as follows, or as may later be established by written resolution of the Board of Directors:

a) President: The President shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign, when appropriate, all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

b) Vice-President: The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability, or refusal to act; and shall exercise and discharge such other duties as may be required of such officer by the Board.

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

d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; co-sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

## ARTICLE IX

### COMMITTEES

The Board of Directors may appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association, the Assessments set out therein which are secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of ten per centum (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area, or abandonment of that Owner's Lot.



ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WHITRIDGE HOMEOWNERS ASSOCIATION, INC., CORPORATE SEAL.

ARTICLE XIII

AMENDMENTS

Section 1. "Amendment". These By-Laws may be amended at a Regular or Special Meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. "Conflicts Between Documents". In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

INDEMNIFICATION

To the extent permitted by law, the Association shall indemnify and hold harmless any person made a party to any proceeding by reason of the fact that such person is, or was, a Director or Officer of the Association against any loss and expense incurred by said person by reason of such proceeding, including the settlement thereof, except in relation to matters which such person is adjudicated to be liable for gross misconduct in the performance of that person's duties.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date title to the first townhouse is transferred to a Purchaser.

SCHEDULE A TO

BY-LAWS

RULES AND REGULATIONS

1. The Townhouse Dwelling Structures (herein referred to as Townhouse) shall be used for residential purposes only, in conformance with the uses as set forth in the Declaration.

2. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Managing Agent except as hereinafter expressly provided. Each Townhouse Owner shall be obligated to maintain and keep in good order and repair, his own Townhouse interior and exterior in accordance with the provisions of the By-Laws and Declaration.

3. Nothing shall be done or kept in any Townhouse or in the Common Areas which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use without the prior written consent of the Managers. No Townhouse Owner shall permit anything to be done or kept in his Townhouse or in the Common Area which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas.

4. Townhouse Owners shall not cause or permit anything to be hung on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior written consent of the Managing Agent.

5. No animals or reptiles of any kind shall be raised, bred or kept in any Townhouse or in the Common Areas, except that dogs, cats or other household pets, not to exceed two (2) per Townhouse may be kept in Townhouses, subject to the Rules and Regulations adopted by the Managing Agent, provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Properties subject to these restrictions upon three (3) days' written notice from the Managing Agent.

6. No noxious or offensive activity shall be carried on in any Townhouse, or in the Common Areas, nor shall anything be done therein, either willfully nor negligently, which may be or become an annoyance or nuisance to the other Townhouse Owners or occupants.

7. Nothing shall be done in any Townhouse, or in, on or to the Common Areas which will impair the structural integrity of any building or which would structurally change any of the buildings.

8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Townhouse or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

9. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism or otherwise shall be conducted, maintained or permitted on any part of the Properties, nor shall any "For Sale", "For Rent" or "For Lease" signs larger than five (5) square feet, or other windows displays or advertising, be maintained or permitted on any part of the

Properties or in any Townhouse therein, nor shall any Townhouse be used for transient, hotel or motel purposes. The right is reserved by the Sponsor and Managing Agent, or their agent, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee who may become the Owner of any Unit to place such signs on any Townhouse owned by such mortgagee.

10. Nothing shall be altered on, constructed in or removed from the Common Areas, except upon written consent of the Managing Agent.

11. Each Owner shall keep his Townhouse in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows any dirt or other substances.

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

13. The Agents of the Board of Directors or the Managing Agent, and any contractor or workman authorized by the Board of Directors or the Managing Agent, may, upon notice to Owner, enter any Townhouse at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

14. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

15. Townhouse Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

16. No Townhouse Owner or occupant or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit, any inflammable, combustible or explosive fluid, material, chemical or substance.

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

18. The Common Areas shall be used only for the facilities for which they are reasonably suited and which are incident to the use and occupancy of Townhouses.

19. No nuisances shall be allowed on the Properties nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Properties by its residents.

20. No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Properties shall be eliminated, by and at the sole expense of the Townhouse Owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

21. No portion of a Townhouse (other than the entire Townhouse) may be rented, and no transient may be accommodated therein.

22. No washing or repair of motor vehicles shall take place on any portion of the Property, nor shall the roadway be used for parking motor vehicles, including specifically, trucks, commercial vehicles or boat trailers, trailers of any kind, campers or buses.

23. No person shall park a vehicle or otherwise obstruct any roadway or sidewalk on the Properties nor shall baby carriages, strollers, velocipedes or bicycles be allowed to stand on sidewalks or driveways.

24. No motor vehicle other than an automobile nor boat, trailer nor snowmobile may be stored or parked on any portion of the premises except in an enclosed garage.

CERTIFICATION

I, the undersigned, do hereby certify:

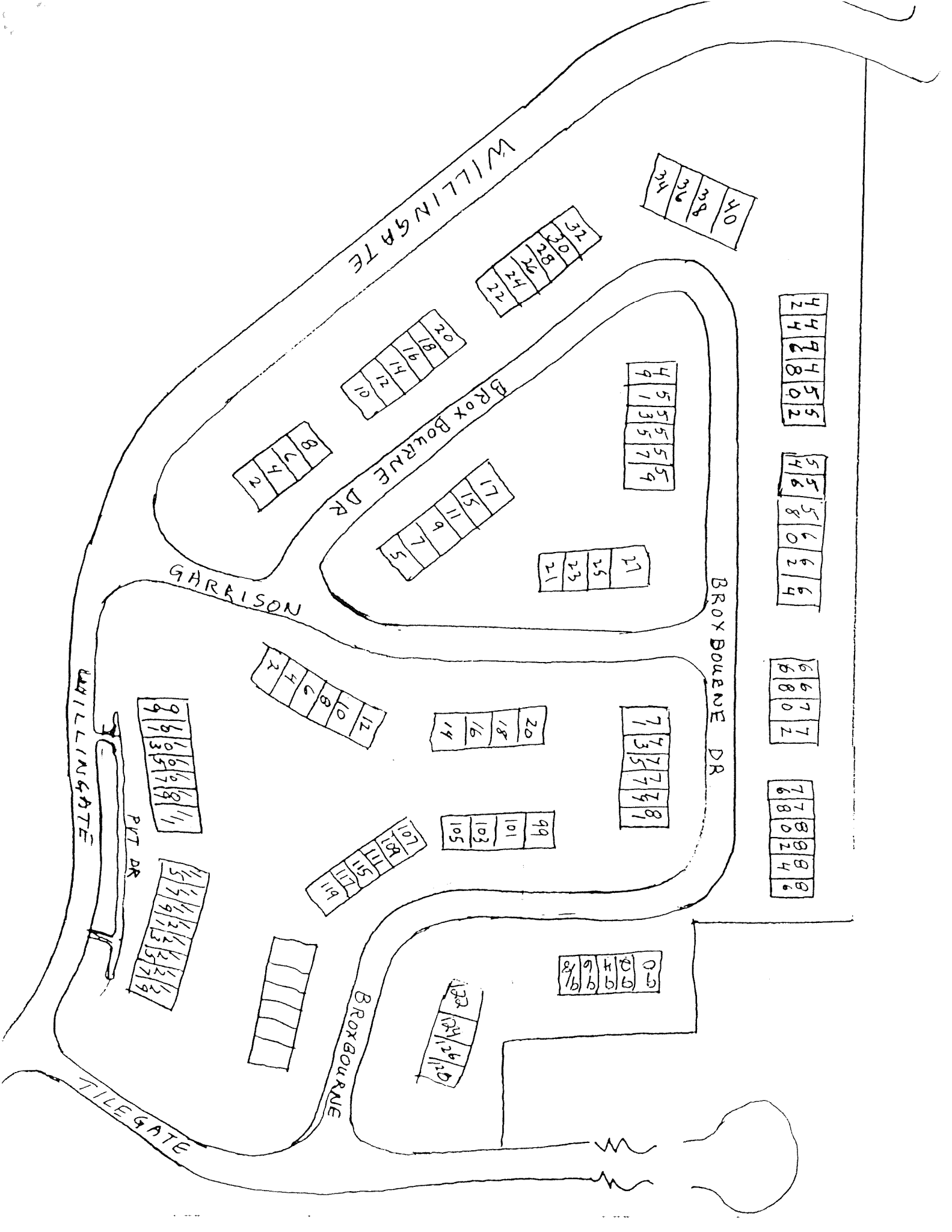
THAT I am the duly elected and acting Secretary of the WHITRIDGE HOMEOWNERS ASSOCIATION, INC. a New York Corporation; and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the            day of            , 19\_\_.

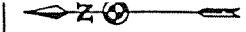
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this            day of            , 19\_\_.

\_\_\_\_\_  
Secretary

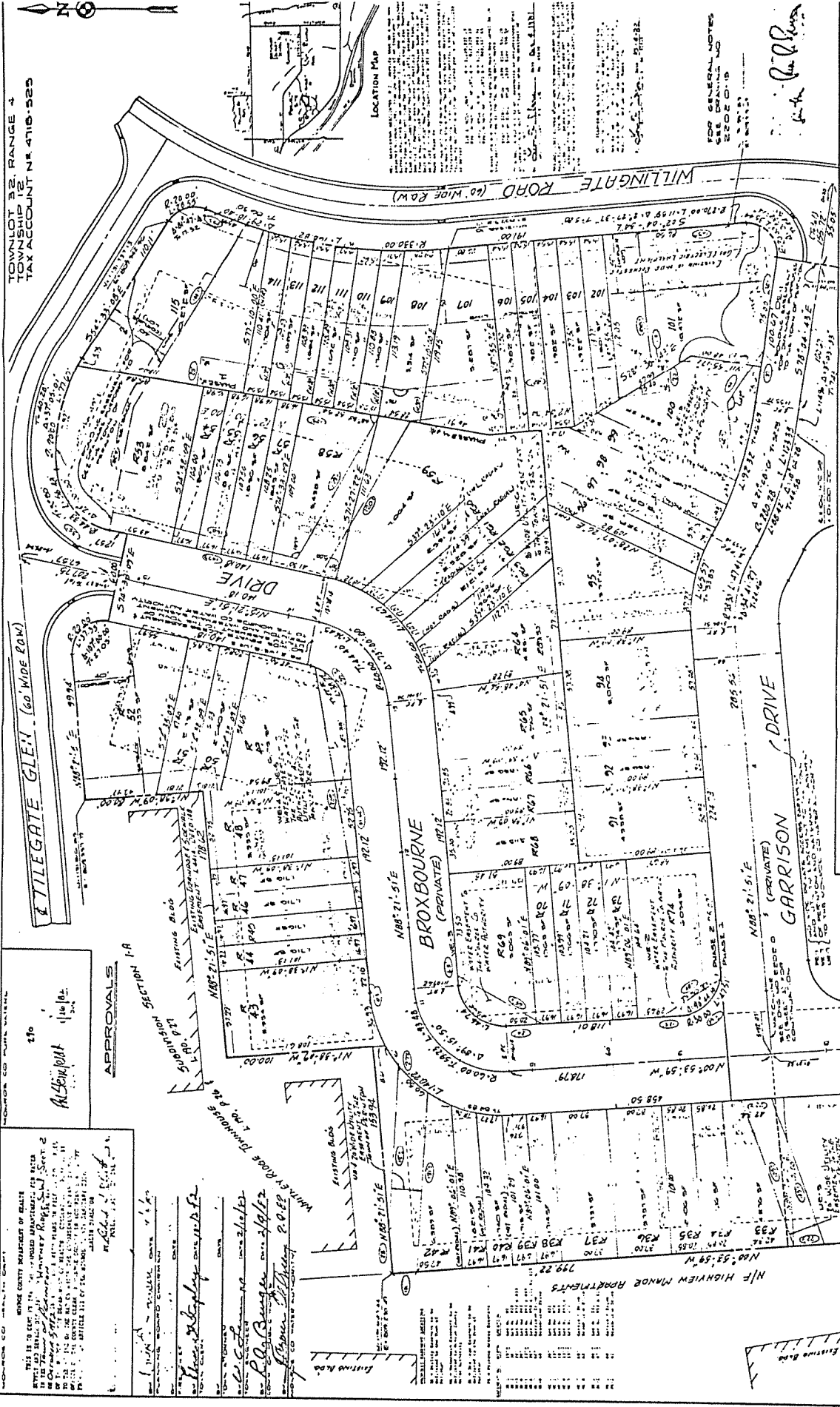








TOWNLOT 32, RANGE 4  
TOWNSHIP 12  
TAX ACCOUNT NR. 410-523



176  
APPROVALS  
As shown

WHITNEY RIDGE - SECT. 2  
2020  
-16  
TOWNSHIP OF WHITNEY RIDGE  
COUNTY OF MONROE, LOUISIANA  
FILED 0-10-02 LIBER 261, PAGE 20

SEAR BROWN  
REGISTERED PROFESSIONAL ENGINEER  
NO. 11574  
STATE OF LOUISIANA  
DATE: 10/15/2020  
PROJECT: 2020-001  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN

176  
APPROVALS  
As shown

SEAR BROWN  
REGISTERED PROFESSIONAL ENGINEER  
NO. 11574  
STATE OF LOUISIANA  
DATE: 10/15/2020  
PROJECT: 2020-001  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN

SEAR BROWN  
REGISTERED PROFESSIONAL ENGINEER  
NO. 11574  
STATE OF LOUISIANA  
DATE: 10/15/2020  
PROJECT: 2020-001  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN

New York State Department of Law  
Two World Trade Center  
New York, New York 10047

Att: Real Estate Financing Bureau

Re: Whitney Ridge Townhouse Subdivision,  
Section 2, Town of Perinton,  
Monroe County, New York, 14450

Gentlemen:

We are the co-sponsor and the principals of co-sponsor of the homeowners association offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 22 and such laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We jointly and severally certify that the offering plan for the homeowners association does, and that all documents submitted hereafter by us which amend or supplement the offering plan for the homeowners association will:

1. set forth the detailed terms of the transaction and be complete, current and accurate;
2. afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
3. not omit any material fact;
4. not contain any untrue statement of a material fact;
5. not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;
6. not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
7. not contain any representation or statement which is

false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

We certify that the roads, when constructed, will satisfy all state or local construction requirements.

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

Very truly yours,

RYAN HOMES, INC.

By: Malcolm M. Prine  
MALCOLM M. PRINE, President

Principals of Ryan Homes, Inc.

Malcolm M. Prine  
MALCOLM M. PRINE, President

Steven J. Smith  
STEVEN J. SMITH, Executive  
Vice President

John D. Napolitan  
JOHN D. NAPOLITAN, Senior Vice  
President

Joseph J. Mc Cann  
JOSEPH J. MC CANN, Vice President  
of Financing

Kenneth D. Nader  
KENNETH D. NADER, Corporation  
Controller

Sworn to before me this 23rd  
day of February, 1983.

Carma [Signature]

NOTARY PUBLIC

NOTARY PUBLIC  
COMM. NO. 123456789  
EXPIRES 12/31/84  
My Comm. Expires 12/31/84

New York State Department of Law  
Two World Trade Center  
New York, New York 10047  
Attn: Real Estate Financing Bureau

Re: Whitney Ridge Townhouse  
Subdivision Section 2,  
Perinton, New York 14450

We are the co-sponsor and the principals of the co-sponsor of the homeowners association offering plan for the captioned property.

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

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan for the homeowners association does, and that all documents submitted hereafter by us which amend or supplement the offering plan for the homeowners association will:

- (1) set forth the detailed terms of the transaction and be complete, current and accurate;
- (2) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
- (3) not omit any material fact;
- (4) not contain any untrue statement of a material fact;
- (5) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

- (6) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (7) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

We certify that the roads when constructed, will satisfy all state or local construction requirements.

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

Very truly yours,

Whitridge Realty, Corp.

By: *John F. Sandman*  
 John F. Sandman, President

Whitridge Realty, Corp. Principals

*Dolores Sandman*  
 Dolores Sandman, Secretary

*John F. Sandman*  
 John F. Sandman, President

Sworn to before me this  
21 day of Jan, 1983.

*Karen A. Stacy*  
 Notary Public

KAREN A. STACY  
 Notary Public in the State of New York  
 MONROE COUNTY  
 Commission Expires March 30, 1983.

0011B JWC

# THE CABOT GROUP

October 4, 1982

New York State Department of Law  
Two World Trade Center  
New York, NY 10047

Attn: Real Estate Financing Bureau

Re: Whitridge Homeowners Association, Inc.

Gentlemen:

The sponsor of the homeowners association offering plan for the captioned property retained our firm to review Schedule A containing projections of income and expenses for the first year of operation as a homeowner's association. Our experience in this field includes 10 years in the management of over 2,000 condominiums and 3,000 rental apartments in the Western New York area.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 22 insofar as they are applicable to Schedule A.

We have reviewed the Schedule 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. We also have relied on our experience in managing residential property.

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

We certify that the Schedule:

- (1) sets forth in detail the terms of the transaction as it relates to the Schedule and is complete, current and accurate;
- (2) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of operation as a homeowners association;
- (3) does not omit any material fact;



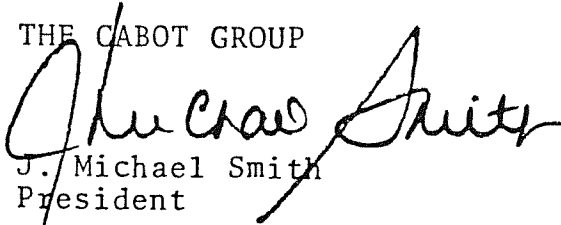
- (4) does not contain any untrue statement of a material fact;
- (5) does not contain any fraud, deception, concealment or suppression;
- (6) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (7) does not contain any representation or statement which is false, where we (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth or, (d) did not have knowledge concerning the representations or statement made.

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

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

Very truly yours,

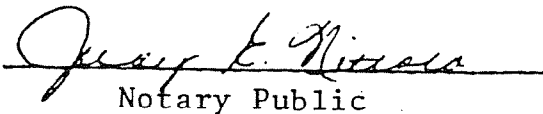
THE CABOT GROUP



J. Michael Smith  
President

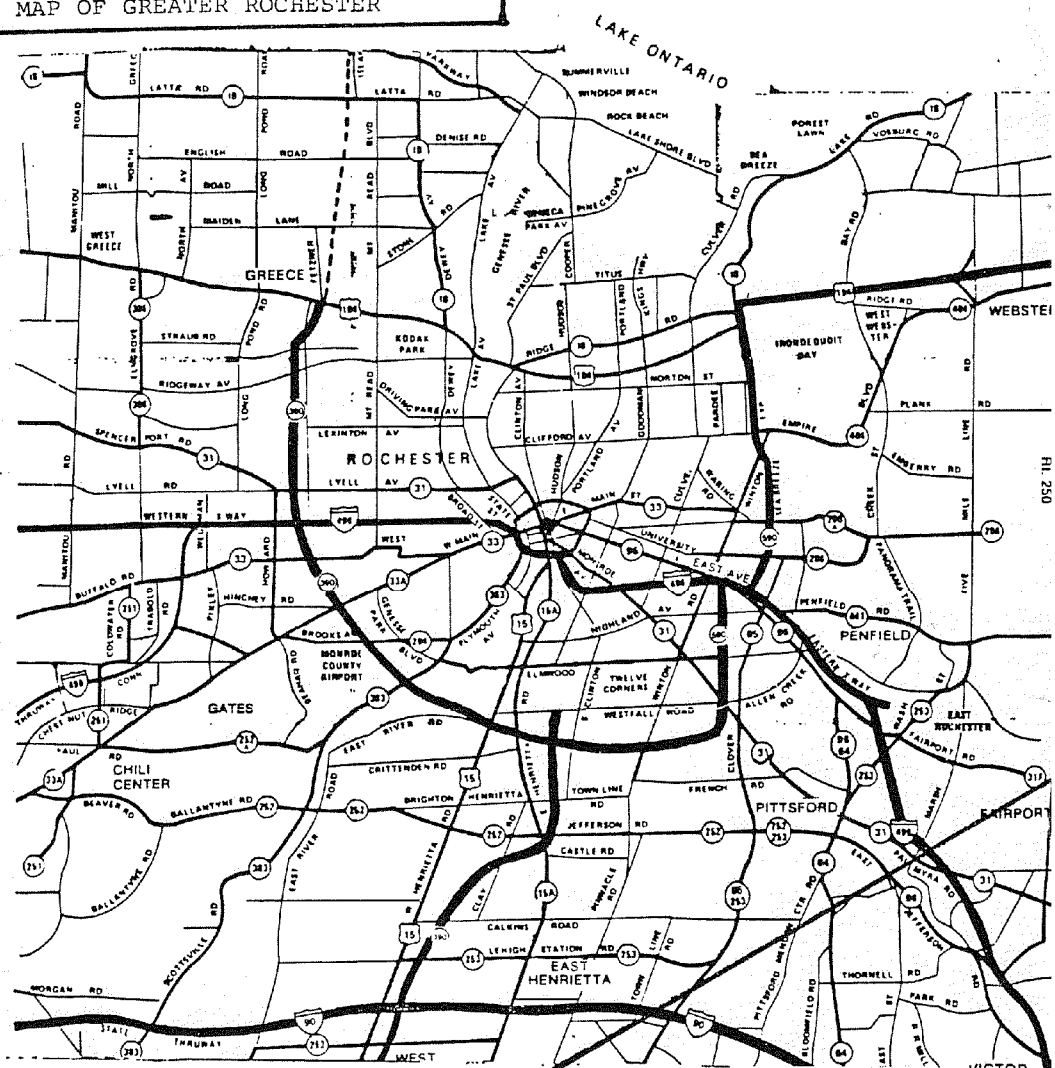
JMS/jn

Sworn to before me this  
4<sup>th</sup> day of October, 1982.

  
Notary Public

**JUDY E. NITTOLO, Notary Public**  
State of New York, Monroe County  
Commission Expires March 30, 1983

MAP OF GREATER ROCHESTER



SUBJECT PROPERTY

