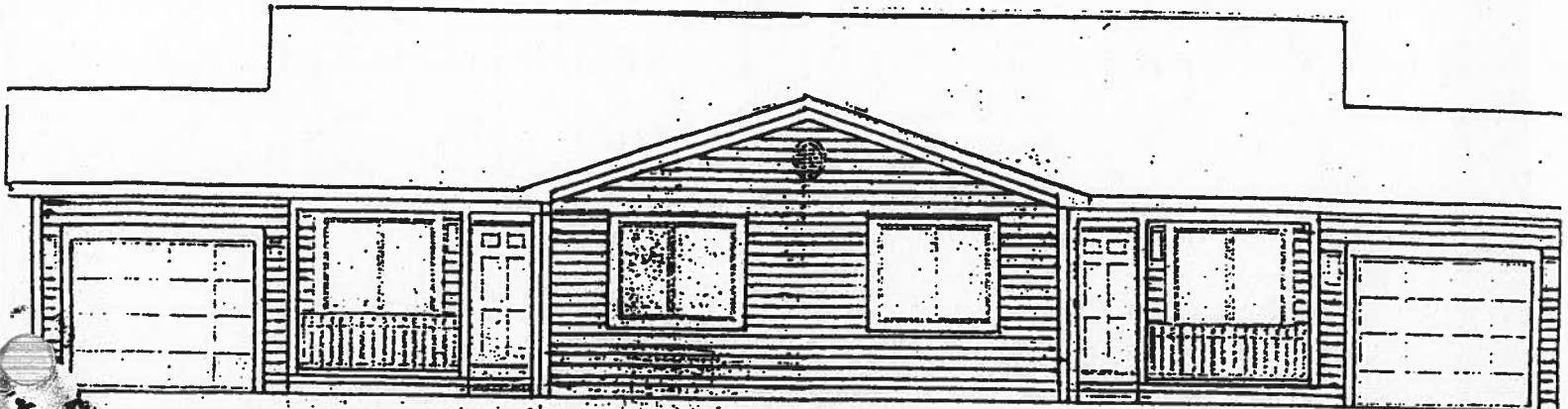


COTTRONE DEVELOPMENT CO. INC.

675 Ling Road
Rochester, New York 14612
(716) 865-8380

presents



AFFIDAVIT IN SUPPORT OF AN
APPLICATION FOR A NO-ACTION LETTER FOR
VIN-GATE VILLAS HOMEOWNER'S ASSOCIATION

Thomas M. Cottrone, being duly sworn, deposes and says:

1. Cottrone Development Co., Inc. is the owner of approximately 3.041 acres of land located at 3903 Mt. Read Boulevard in the Town of Greece, Monroe County, New York, which is at the intersection of Vintage Lane and Mt. Read Boulevard. Cottrone Development Co., Inc. is hereinafter referred to as the "Offerer".
2. Your deponent is President of the Offerer and your Deponent resides at 174 Luddington Lane, Rochester, New York 14612. Anthony J. Cottrone, your deponent's father, is Vice President of the Offerer and resides at 46 Slater Creek Drive, Rochester, New York 14616. Eileen M. Johnson is the daughter of Anthony J. Cottrone and is Secretary of the Offerer. She resides at 260 Ballad Avenue, Rochester, New York 14626.
3. Offerer is a New York Corporation and maintains an office at 675 Ling Road, Rochester, New York 14612.
4. The property which is to become the Vin-Gate Villas Homeowner's Association is shown on a preliminary and final plat map prepared by Schultz Associates dated July 21, 1995 and which is attached hereto as Schedule A. The property which is to be cooperatively owned and maintained by the Association is the private drive which services twelve (12) lots in the Association.
5. Twelve lots are being offered for sale to prospective purchasers in the Association and on each of these lots will be constructed a villa home. The homes will be constructed in a series of six (6) buildings and each building will comprise two (2) units with an attached wall.

6. The proposed private road to service the Association will be owned by the Association and this road will provide access to two (2) public streets which are known as Vintage Lane and Mt. Read Boulevard.

7. The project is located in the Town of Greece, Monroe County, New York.

8. The Offeror will comply with the Escrow and Trust Fund Provisions of GBL Section 352-e (2-b) and Section 352-h and the regulations adopted by the Attorney General pursuant thereto, and the Offeror shall hold down payments for the purchase of the property in trust for the benefit of the purchasers and agrees that such funds will not be commingled with the moneys of the Offeror until actually employed in connection with the consummation of the transaction.

9. The Offeror will provide to each Offeree the following information:

a. A statement that the purchase price of the home or lot includes the cost of membership in the Association;

b. A copy of the proposed Deed of Association property from the Offeror to the Association;

c. A copy of any mortgage or ground lease that will remain on the Association property after transfer to the Association;

d. Any information known to the Offeror which may result in extraordinary expenses for members or for the Association including but not limited to, assessments, liabilities, dangerous or hazardous conditions, pending litigation and administrative proceedings;

e. Evidence of compliance with local zoning laws and regulations;

f. A copy of the recorded deed to the Offeror for the property which is going to be developed as the Vin-Gate Villas Homeowner's Association, Inc.;

g. Disclosure of the escrow account as required by Section 22.3 (k) (2) including the form for dispute resolution by the Attorney General;

h. Such other information as the Department of Law of the State of New York may require to be presented to each Offeree.

10. The Offeror agrees to furnish a complete copy of the Application for a No Action Letter and a copy of the No Action Letter to each Offeree prior to accepting any down payment.

11. The Offeror agrees to furnish within five (5) days after a request by the Department of Law, copies of executed offeree affidavits required pursuant to Section 22.8 of the Attorney General regulations.

12. The use for which the units and property are being offered will comply with the Town's Certificate of Occupancy, zoning, building and housing laws, rules and regulations.

13. The Offeror and its principals have not participated in any other application for a no action letter but they have participated in a homeowner association offering known as Rosewood Villas Homeowner's Association, Inc. Rosewood Villas Homeowner's Association, Inc. was a homeowner association project which comprised thirty (30) units and was located on Dorsey Road, in the Town of Greece, County of Monroe, New York.

14. An Affidavit will be obtained from each proposed Offeree prior to the closing on a unit that is subject to this application which will contain the following representations:

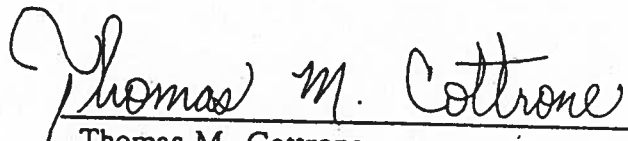
a. The Offeree's name, residence and business address and legal status.

b. That the Offeree has read the Affidavit of the Offeror submitted as part of the application for no action letter;

c. The Offeree understands that no offering literature other than what is required by the no action letter will be provided;

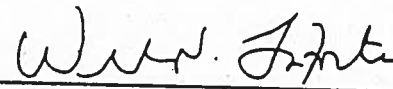
d. The Offeree has inspected the subject property and accepts it in its as built condition as of the time of closing.

15. Thomas M. Cottrone makes this Affidavit in connection with this application for a No Action Letter to the Department of Law of the State of New York on behalf of Cottrone Development Co., Inc.



Thomas M. Cottrone

Sworn to before me this
28 day of December, 1995.



Notary Public

WILLIAM N. LaFORTE
Notary Public, State of New York
Qualified in Monroe County
Commission Expires Sept. 30, 1997

DECLARATION
OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION, is made the ____ day of December 1995, by COTTRONE DEVELOPMENT CO., INC., a New York corporation with its principal office located at 675 Ling Road, Rochester, New York 14612 hereinafter called "Declarant".

WHEREAS, Declarant is the owner of certain real property in the Town of Greece, Monroe County, New York, more particularly described in Schedule "A" attached hereto and which is known as the Vin-Gate Villas Homeowners Association; and

WHEREAS, the Declarant wishes to provide for the preservation of the values in this senior citizen community and for the maintenance of the buildings and the open spaces and desires to subject the real property described in Schedule "A" to the covenants, conditions, easements and restrictions herein set forth, which are for the benefit of the Property and each owner of a home therein; and

WHEREAS, the Declarant has deemed it desirable for the preservation of the values and amenities in this senior citizen community to create an Association to which should be delegated the power to maintain and administer the Property with the power to enforce the covenants and restrictions and to collect and disburse the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated Vin-Gate Villas Homeowners Association, Inc., under the Not-For-Profit Corporation Law of the State of New York for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the Declarant hereby declares that all of the real estate described in Schedule "A" shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Vin-Gate Villas Homeowners Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be conveyed to the Association prior to the conveyance of the first unit in this project.

Section 3. "Declarant" shall mean and refer to Cottrone Development Co., Inc., its successors and assigns if such successor or assign shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 4. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions as it may be from time to time amended or extended as provided herein.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the Property, with the exception of the Common Area.

Section 6. "Property" shall mean and refer to that certain real property described in Schedule "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. "Owner" shall mean and refer to the record Owner, whether it be one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and an easement of enjoyment to the Common Area, including the right of ingress and egress to an Owner's Lot over the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) the right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any assessment against that Owner's Lot remains unpaid, and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members approving such transfer. No such dedication or transfer shall be effective unless an instrument signed by 75% of each class of members, and their mortgagees, agreeing to such dedication or transfer has been recorded.

(d) the right of the individual members to the exclusive use of any parking spaces which may be provided for members upon the Common Area.

(e) the right of invitees and business visitors of any Owner for ingress and egress over those portions of the Common Area that lie within private roadways.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, that Owner's right of enjoyment to the Common Area to family members, tenants or contract purchasers who reside on an Owner's Lot.

Section 3. Rights of Association. In accordance with the Certificate of Incorporation and with respect to the Common Area owned by the Association, the Association shall have the right:

(a) to promulgate and enforce reasonable rules and regulations relating to the use, operation, and maintenance of the Association property, in the discretion of the Association; and

(b) to grant easements or rights-of-way, with or without consideration, to any public or private utility, cable television company, governmental agency or political subdivision.

ARTICLE III

EASEMENTS

Section 1. Easements for Utilities. Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Property until closing has occurred on the last Lot, provided that any such easement shall be located within ten (10) feet of a Lot line, or within the Common Area.

Section 2. Association Easements. An easement is hereby granted to the Association, its officers, agents, and employees, including employees of any management company having a contract with the Association, over all of the Common Area, to perform the duties of maintenance and repair to the Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to the Common Area. An easement is hereby reserved to Declarant to enter the Common Area during the period of construction and sale of the Property to maintain the Common Area and to perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots, including, without limitation, a business office, sales office, storage area, construction yard, signs and model units, provided that this does not unreasonably obstruct access by members of the Association.

Section 3. Adjacent North Parcel Easement. The Declarant hereby reserves the right to convey an easement, on behalf of the Association, to the owner of the Adjacent North Parcel for ingress and egress over the private road which services the Association. In

consideration of the granting of the easement to the owner of the Adjacent North Parcel, the owner of the Adjacent North Parcel shall share in the expenses and maintenance for the private road.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration and to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two classes of voting membership. Class A members shall be all members with the exception of the Declarant, and any other person or entity which acquires title to all or a substantial portion of the Property for the purpose of developing thereon a residential community. Each Class A member shall be entitled to only one vote regardless of the number of Lots owned. When more than one (1) person holds an interest in any Lot, such persons together shall constitute an organization which shall be one member entitled to cast one vote. The vote for such Lot shall be exercised as the persons who constitute the organization shall among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. Each person who is a part of such organization shall severally be entitled to the other rights and subject to the other obligations of membership. Class B members shall be the Declarant

or its successors or assigns, and shall be entitled to one vote for each Lot owned. The Class B membership shall cease and be converted into Class A membership on July 1, 1998, or when ten (10) Lots within the Association have closed and record title transferred, whichever is earlier. Prior to such date, Class A members shall not be entitled to vote for membership on the Board of Directors.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a 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 agrees to pay as of the date of transfer of title to the Association annual maintenance assessments or charges, such assessments to be established and collected as hereinafter provided. The annual maintenance assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot 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.

Section 2. Rate of Assessment. Maintenance assessments shall be fixed at a uniform rate for all Lots. Once assessments have been established, during the period the Declarant owns more than forty-nine percent (49%) of the Lots, the maintenance assessment shall not be raised more than fifteen percent (15%) above the prior year's assessment except that an

increase may be cumulative to the extent of the unused portion of the previous year or years' increases and the fifteen percent (15%) maximum increase.

Section 3. Due Dates for Annual Assessment. The Board of Directors shall fix the amount of the annual assessment against each Lot at least forty-five (45) days in advance of the start of the Association's fiscal year. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless the Board otherwise provides, one-twelfth (1/12th) of the annual maintenance assessment shall be due on the first day of each month. The Association or the Managing Agent shall, upon demand, and for a reasonable charge, 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 Owner shall pay a prorated share of one-twelfth (1/12) of the monthly assessment at the time of acceptance of the deed.

Section 4. Effect of Nonpayment of Assessment and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall become a lien against that Lot, and shall bear interest from the due date at the legal rate. The Association may bring an action at law against the Declarant or Owner personally obligated to pay the same, or may foreclose the lien against the Lot, and late charges, interest, costs and reasonable attorneys' fees for any such action shall be added to the amount owing. Each 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 each charge, and to enforce the aforesaid lien 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 a foreclosure sale and may acquire such interest to hold, lease, mortgage or convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. 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 assessment as to payments which became 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 6. Special Assessments. Special assessments may be levied by a vote of two-thirds (2/3) of both Class A members and Class B members.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. Common Area Maintenance. The Association shall repair and maintain the Common Area, including the private roads and all landscaped areas and shall also maintain, repair and replace all pipes, wires and conduits located in the Common Area for which a utility company or other entity is not responsible. The Association shall also be responsible for maintenance of all shrubbery and other plantings installed by the Association.

Section 2. Exterior Building Maintenance. In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each building as follows: paint, stain, repair, replace and protect roofs, gutters, downspouts, exterior building services and exterior light fixtures (but not bulb replacement), and other exterior improvements including snowplowing of driveways. Such exterior maintenance shall not include any patio or decks, glass surfaces or doors, screens, or screen doors.

Section 3. Repairs and Maintenance Which Are Not the Responsibility of the Association. Any maintenance, repair, or replacement necessary to preserve the appearance and value of the Property but which is occasioned by a negligent or willful act or omission of an Owner (including any family member, tenant, guest or invitee of the Owner) or the Declarant shall be made at the cost and expense of such Owner or the Declarant, as the case may be. If such maintenance, repair, or replacement is performed by the Association, it shall not be regarded as a common expense, but rather shall be considered an expense

attributable to the specific Lot and such cost shall be added to that Owner's assessment and shall constitute a lien on the Lot to secure the payment thereof. Maintenance of the Lot and the home thereon shall not be provided by the Association, and shall be the responsibility of the Lot Owner.

ARTICLE VII

OWNERSHIP AND OCCUPANCY OF HOMES

Section 1. Ownership Restriction. Ownership of homes in this project shall be restricted to individuals who are at least 55 years of age at the time they take title to a home. If more than one individual holds title to the home, at least one of those individuals must be at least 55 years of age.

Section 2. Occupancy of the Homes. Persons under the age of 12 years old are not permitted to be residents of the homes in this project. Persons under the age of 12 are permitted to visit owners of homes and to occupy those homes for a period of time which shall not be in excess of ten (10) consecutive days.

Section 3. Renting of Homes. Homes in this project may not be rented to anyone who is under the age of 55 years. In the event of a rental to an individual or individuals who are at least 55 years of age, such rental shall be for a minimum period of at least 30 days, and a maximum period of not more than six (6) months. Residents, pursuant to a rental agreement with an owner, shall not be any younger than 12 years of age. Any resident who is between

the ages of 12 and 55 and who occupies the home as a tenant must be an immediate family member (son or daughter, brother or sister) of a tenant who is at least 55 years of age.

ARTICLE VIII

ASSOCIATION SERVICES AND FACILITIES DESIGNED FOR OWNERS

Section 1. Social Committee. There shall be appointed, on an annual basis, a Social Committee of the Association which shall be comprised of not less than three (3) members. The Social Committee shall be responsible for: coordinating holiday parties for owners and their families; coordinating activities with community wide senior centers; organizing travel opportunities; providing new owners with a package of information about local services of interest to senior citizens; at the expense of the Association, coordinating the printing of a resident directory which shall be provided to each owner; providing referrals to income tax preparers and providing referrals to repair and maintenance services; organizing a sub-committee of the Social Committee to do errands for owners who become ill or to stay with sick persons while their spouses do errands; coordinating transportation to doctor and medical facilities which are located within two miles of the Association; coordinating transportation to shopping, religious services or other outside social or recreational activities; coordinating share-ride services to social events, including medical care and shopping.

The Social Committee shall also be responsible for maintaining a monthly calendar of events and publicizing that calendar on a regular basis to owners in the Association. Along

with the calendar of events, a newsletter informing owners of activities, trips, clubs, etc. shall be disseminated on a regular basis.

ARTICLE IX

ALTERATION OF UNITS AND USE OF PROPERTY

Section 1. Alteration to Improvements. Once initially constructed improvements have been completed on a Lot, no exterior alteration, addition or modification to these improvements may be made by an owner or his successor without first obtaining the prior written approval of the Board of Directors which, in its discretion, may require such reasonable plans and specifications before reviewing any such request for alteration.

Section 2. Advertising and Signs. Except for signs erected by or with the permission of the Declarant in connection with the initial development, lease, or sale of Lots, no additional sign or other advertising device of any nature shall be placed for display to the public on any Lot or other portion of the Property, except temporary signs placed in building windows advertising property for sale or rent. (See Next Page)

Section 3. Animals Including Birds and Insects. No animals of any kind shall be raised, bred or kept in any dwelling or lot except that dogs and cats not weighing more than twenty-five (25) pounds. or other domesticated household animals may be kept inside the dwelling, provided that they are not kept, bred or maintained for commercial purposes. The Board of Directors may set reasonable rules and regulations regarding pets. The Board of

These are needed clarifications to Article XI, Section 1, Page 14, of the 'Declarations of Covenants, Conditions, Easements and Restrictions.' This states that 'No exterior alterations, addition or modification to these improvements may be made by an owner or his successor without first obtaining the prior written approval of the Board of Directors which, in its discretion, may require such reasonable plans and specifications before reviewing any such request for alteration.

The clarifications, as approved by the Board on July 12, 2001, state that:

The Board of Directors considers any object hung on the walls, railing and overhead structure of a porch to be an exterior addition: however, the Board feels that certain items are permissible subject to the following limits:

1. *A bracket to hold the American flag may be mounted on the porch pillar nearest the driveway but may not be used to hold any other decorative or seasonal banners.*
2. *One hanging flowering plant, inside diameter of container not to exceed ten (10) inches, or one lightweight wind chime approximately 18 inches long, may be hung from the porch, hooked to the top of the rafter at the porch ceiling.*
3. *There can be one fastener for a decorative object on the brick side wall of a porch and one fastener for a decorative object on the brick side wall at the end of the sidewalk. The fastener must be anchored in the mortar, not in the brick. Nothing of a corrosive metal or other substance that could discolor the brick or concrete will be allowed. Repair of holes in the mortar upon removal of fasteners is the responsibility of the homeowner. Nothing is to be attached to the brick wall facing the street. Nothing is to be attached to the vinyl siding.*

Those homeowners who at present have a flag attachment, a hanging plant or wind chimes, or decorative objects must supply a written request, as prescribed by the Covenant, for the Board records. Those who do not have at present, but wish to request items for the porch, must also supply a written request. All requests are subject to the above limitations and should include the three-dimensional size, type of material, and location of item to be hung. Each written request will be handled as expeditiously as possible and with the best interests of the whole community in mind.

Vin Gate Villas
Homeowners Association

124 Vin Gate Drive Rochester, NY 14616

Sam Viola, Pres.

Roy Kanous, Vice Pres.

Mary Moffit, Sec. - Treas.

Date: July 26, 2010

To: Vin Gate Villas Home Owners

From: Board of Directors

Re: Amendment to Declarations

At our annual meeting it was decided to amend the Declarations of Covenants to allow for the placement of Realtor signs at the entrances to the complex. This will alleviate the burden placed on residents of the south side of the street whose for sale signs are never seen by anyone other than those who actually drive through the complex. The sign must be a realtor sign and not one made by the homeowner. In accordance with this we are distributing to each homeowner a copy of the amendment to be placed in your manual of Covenants and Bylaws.

This is the fourth amendment to the Covenants. The first amended Article IX, Section 5, Page 15 and restricted refuse collectors. The second amended Article XI, Section 1, Page 14, and restricted what may be hung and fastened to the front porch. The third amendment referred to Article IX, Section 2, Page 14, and prohibited garage sales. If the amendments are not filed in your manual and you would like a copy of them please contact the Secretary.

Addendum to Article IX, Section 2, Page 14, of the Declarations of Covenants, Conditions, Easements and Restrictions, which states that “no additional sign or other advertising device of any nature shall be placed for display to the public on any Lot or other portion of the Property, except temporary signs placed in building windows advertising property for sale or rent.

The following addendum was approved unanimously by the members of the Association at the Twelfth Annual Meeting on July 22, 2010.

A Realtor's sign regarding a unit for sale may be placed at the end of both the Mt. Read Boulevard and Vintage Road entrances for the duration of the realtor's contract. No signs made by the owner will be allowed.

File: ARTIX_SECT2

Directors of the Association may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, including birds and insects and (ii) prohibit certain types of animals, including birds or insects entirely. Notwithstanding the above, the Board of Directors of the Association shall have the right to require any Owner (or any tenant of any Owner, or any family member or guest of any Owner or tenant) to dispose of any animal, including birds or insects, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal is creating a nuisance because, but not limited to, the Owner does not clean up after the animal, the animal is too noisy, or the animal is not leashed or properly controlled, or if the animal could pose a threat to the health or safety of the Association members.

Section 4. Plantings, Screening and Fences. Any plantings, fence enclosures, or walls initially developed on a Lot or other portion of the Property shall not be removed or replaced with other than a similar type of planting, fence, or wall except with the permission of the Board of Directors or the Architectural Committee if one has been appointed. Except for the foregoing, no fence, wall, or planting of any kind shall be planted, installed, or erected upon a lot or other portion of the Property unless approved by the Board of Directors or the Architectural Committee if one has been appointed. Notwithstanding the foregoing, no fence, wall, or planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 5. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk

Addendum to Article IX, Section 5, Page 15, of the Declarations of Covenants, Conditions, Easements and Restrictions, which states that the “Board of Directors may, in its discretion, adopt and promulgate reasonable rules regarding the pick-up of trash.”

This addendum was approved unanimously by the members of the Association at the Second Annual Meeting on July 12, 2000:

Weekly refuse pick-up shall be done by a single refuse collector. That refuse collector is currently Heberle Disposal. Each homeowner shall contact Heberle individually for their service.

materials, wood piles, rubbish, refuse, garbage, trash or other waste material (all of which are referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors. All such trash shall be kept within the garage or in the owner's home. Trash containers may be placed in the open within 24 hours of a scheduled pick-up, at such place designated by the Board of Directors or the Architectural Committee so as to provide access to persons making such pick-up. The Board of Directors or the Architectural Committee may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property.

Section 6. No Above Surface Utilities Without Approval. Except for electric transformers and connecting terminals, no facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary, and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the Property without the prior written approval of the Board of Directors or the Architectural Committee.

Section 7. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances, shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort, or

welfare, (ii) be injurious to property, vegetation, or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulation or other governmental law, ordinance, or code.

Section 8. Dwelling in Other Than Residential Units. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction, or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property except with the consent of the Board of Directors.

Section 9. Television and Radio Antennas. No outside television or radio antennas, nor any satellite dish or disc, shall be erected on any Lot or other portion of the Property except with the consent of the Board of Directors or the Architectural Committee.

Section 10. Residential Use Only. Except as provided in Section 10 below, the Property shall be used only for residential purposes and purposes incidental and accessory thereto except that so long as the Declarant holds for sale any Lot or dwelling on the Property, the Declarant may use one or more Lots or other portions of the Property for model homes and/or a real estate office.

Section 11. Commercial and Professional Activity on Property. No wholesale or retail business, including any salon, studio, laboratory, home industry, or medical or dental office, shall be conducted in or on any Lot or other portion of the Property, except (i) by the

136
At our annual meeting on June 27th it was stated that we could not change our rules and regulations without procuring the services of a lawyer and having the changes filed with the State. That is correct as pertaining to the By-Laws. We can however amend the *Declarations of Covenants, Conditions, Easements and Restrictions* and have done so in the past. As it was decided at the meeting to restrict garage sales we have amended the Declarations and are issuing you a copy of the addendum. You should also have two other additions to the Declarations; page 14.1 that deals with exterior additions (flags, hanging plants, etc.), and page 15.1 that defines our trash pick-up. Please file this in Homeowners book.

Addendum to Article IX, Section 11, Page 17, of the Declarations of Covenants, Conditions, Easements and Restrictions, which states that “no wholesale or retail business, including any salon, studio, laboratory, home industry, etc....., shall be conducted in or on any Lot or other portions of the Property.

No Garage sales, Auctions, or other activity involving non-personally invited guests shall be allowed.

This addendum was approved unanimously by the members of the association at the 10th annual meeting on June 27, 2009.

Declarant in conjunction with the initial construction, development, lease and sale of Lots and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

Section 12. Outside Storage. Outside storage or parking of commercial or recreational vehicles, camper bodies, boats, and trailers shall be prohibited except as may be otherwise permitted by the Association's Board of Directors, (unless prohibited altogether by the applicable zoning requirements).

Section 13. Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Declarant, no work on any motor vehicles, boats, or machines of any kind shall be permitted outdoors on the Property, except with the consent of the Board of Directors.

Section 14. Oversized, Commercial, or Unlicensed Vehicles. Unless used in connection with the construction or sale of Units by the Declarant, or maintenance of the Property, or unless otherwise consented to by the Board of Directors, the following shall not be permitted to remain overnight on the Property:

- (a) commercial vehicles of a weight of one and a half (1 1/2) tons or more
- (b) unlicensed motor vehicles of any type.

Section 15. Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted within the Property unless authorized by the Board of Directors or the Architectural Committee.

Section 16. Pools. No inground or above ground pool shall be permitted anywhere on the Property.

ARTICLE X

INSURANCE AND CASUALTY DAMAGE

Section 1. Fire and Casualty Insurance. The Association will obtain and maintain in force and effect a policy of fire and other casualty insurance, in an amount, and with such coverage, as is acceptable to the Association, and with coverage adequate to cover the full replacement cost of any repair or reconstruction work on the Buildings. An annual evaluation shall be made by the Board of Directors to determine the adequacy of the insurance. Each Owner will be issued a certificate from the master policy which will indicate the amount of coverage on the Owner's unit and will name the Owner and the Association as the insured. The premium for this fire and casualty insurance shall be billed to the Association and the cost thereof shall be included in the annual assessment to the Owners.

In the event of damage or destruction by fire or other casualty insured against to an Owner's unit, the Association shall receive the proceeds of such insurance, and make such

proceeds available to the Owner for repair or replacement of the Owner's unit. The Owner shall, upon receipt of notification of the availability of insurance proceeds, repair or rebuild such damaged or destroyed portions of the exterior of the Owner's unit in a good workmanlike manner substantially the same as the original plans and specifications of said unit. If the Owner refuses or fails to repair or rebuild the exterior within 30 days, the Association may repair or rebuild such exterior, paying for the same from the insurance proceeds, and shall deliver to the Owner any excess insurance proceeds.

If the insurance proceeds are insufficient to complete the repairs, the Owner is required to reimburse the Association for the cost of such repairs or reconstruction, and the Association shall have a lien on the Owner's unit to secure such reimbursement. The lien is enforceable in the same manner as the lien for annual assessments.

Section 2. Liability Insurance. The Association shall obtain and keep in full force and effect a policy of general liability insurance on the Common Area. The premium for this insurance shall be billed to the Association and the cost thereof shall be included in the annual assessment to the Owners. This will be the only insurance coverage maintained by the Association.

Each Owner should maintain a policy of homeowner's coverage insuring against fire and casualty damage to an Owner's home and for insurance covering the contents, personal property and liability for injury occasioned to persons outside the Common Area.

ARTICLE XI

ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Additions to the Property by the Association. Annexation of additional property by the Association shall require the assent of two-thirds of both classes 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.

Section 2. Adjacent North Parcel. The Declarant is the owner of a parcel of land located adjacent to and northeasterly of the parcel to be developed as the Vin-Gate Villa's Homeowner's Association, Inc. (the "Adjacent North Parcel"). This parcel comprises approximately .8 acres of land. The Declarant reserves the right to bring this property within the Association and the right of the Declarant to bring this property within the Association shall not need the approval of the Owners. This parcel may be developed by the Declarant in such a manner to add additional lots to the Association or, as an alternative, the parcel may be developed as a commercial or office parcel. If the parcel is developed as a commercial or office project, the owner of this parcel will share in the use of the private drive and will contribute to snowplowing and maintenance of the private drive.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be

enforceable by the Association, or the Owners of any land subject to this Declaration, their respective heirs, successors and assigns for a period of 30 years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten years each, unless an Instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions, in whole or in part. This Declaration may be amended during the first 30-year period by an Instrument signed by not less than 90 percent of the then Owners of the Lots, and thereafter by an Instrument signed by not less than 75 percent of the then Owners of the Lots. Any amendment must be recorded in Monroe County Clerk's Office to be effective.

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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of December, 1995.

COTTRONE DEVELOPMENT CO., INC.

By: Thomas M. Cottrone, PRES.

Thomas M. Cottrone, President

STATE OF NEW YORK)

COUNTY OF MONROE) SS:

On this 28th day of December, 1995, before me personally came Thomas M. Cottrone, who being by me duly sworn, did depose and say: that he resides in Gene, New York, that he is PRESIDENT of COTTRONE DEVELOPMENT CO., INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed is said corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

William N. Leforte

Notary Public

WILLIAM N. LEFORTE
Notary Public, State of New York
Qualified in Monroe County
Commission Expires Sept. 30, 1997



VIN-GATE VILLAS HOMEOWNERS ASSOCIATION, INC.

SCHEDULE A

PROJECTED SCHEDULE OF RECEIPTS
AND EXPENSES FOR FIRST YEAR OF
OPERATION COMMENCING JUNE 1, 1996¹

Projected Income

Maintenance Charges	
\$100.00 per lot per month	
Annual Assessment ²	\$ 1,200.00
Total Annual Assessment for 12 Lots =	\$14,400.00

Projected Expenses

	Association Charge Completed Project <u>(12 lots)³</u>
Water ⁴	\$ 0.00
Electric ⁵	440.00
Management ⁶	0.00
Road Repairs ⁷	350.00
Lawn Maintenance & Service ⁸	2,520.00
Supplies ⁹	50.00
Snow Removal ¹⁰	2,052.00
Refuse Removal ¹¹	0.00
Insurance ¹²	4,128.00
Accounting ¹³	800.00
Legal ¹⁴	500.00
Taxes ¹⁵	725.00
Real Estate Franchise	325.00
Contingency ¹⁶	300.00
Reserve ¹⁷	2,210.00
TOTAL	\$14,400.00

VIN-GATE VILLAS HOMEOWNERS ASSOCIATION, INC.

Footnotes to Projected Budget

- 1 This estimate of operating income and expense has been made by the Sponsor. This is an estimate based upon the first twelve (12) months of operation of the Association commencing on or about June 1, 1996.
- 2 Common Charges - Based upon 12 lots.
- 3 During the first year of operation of the Association (June 1, 1996 to May 31, 1997), it is anticipated that ___ lots will close and thus there will be ___ Association members in addition to the Sponsor.
- 4 Water - There will be no watering of the Common Area.
- 5 Electric - There will be Common Area lighting and thus electric charges to the Association. There will be street lights and the cost of the lighting will be paid by the Association and thus is included in this budget. This estimate is provided by the Rochester Gas & Electric Corporation, 89 East Avenue, Rochester, New York 14649.
- 6 Management - While the sponsor is in control of the Association there shall be no management agreement. As needed, Management services will be provided by the Sponsor at no charge to the Association.
- 7 Repairs - Three Hundred and Fifty Dollars (\$350.00) has been set aside as an estimate for annual maintenance of the private road, such as patching potholes, etc., based upon an estimate provided by Re-Surface, Inc., 754 Brooks Avenue, Rochester, New York 14619.
- 8 Lawn Maintenance and Service to the Common Area - Estimate is based upon a proposed maintenance contract for total lawn maintenance received from Crystal Landscaping and Lawn Maintenance, New York a Rochester based lawn maintenance company. The proposed contract will provide for lawn mowing per season, edging and trimming, spring and fall clean-ups, fertilizing and mulching of beds, tree and shrub pruning and aeration, for an estimated cost of \$2,520.00 per year.
- 9 Supplies - Copies, postage, office supplies and miscellaneous supplies used on site, as estimated by the Sponsor.
- 10 Snow Removal - Estimate is based upon a quote received from Clarke Landscape, 468 Maplewood Avenue, Rochester, New York 14612, a local plowing contractor. Cost will be \$2,052.00 per season for the private road and driveways. This estimate does not include sidewalk plowing.

- 11 Refuse Removal - Refuse removal will be billed directly to the individual homeowner.
- 12 Insurance - Estimate based upon a quotation received from the Paris-Kirwan Associates, Inc., 1040 University Avenue, Rochester, New York 14507 for building and liability coverage.

<u>Coverages:</u>	Building Values (Replacement)	\$1,380,000.00
	Deductible	\$—.—
	Liability	\$1,000,000.00
	Directors and Officers Liability	\$1,000,000.00

The \$1,380,000.00 (\$115,000.00 per unit) coverage limit is based upon an agreed replacement cost of the 6 buildings comprising the project. This coverage is inclusive of all 12 homes which are located in the 6 buildings. In order to safeguard the investment of the homeowners in the event of a substantial or total destruction of the buildings, the Board of Managers should periodically review the amount of casualty insurance for the buildings to insure that the amount of coverage equals their replacement cost. The annual premium per building is \$688.00, and thus the total annual premium is \$4,128.00.

Recently, premiums for insurance (especially fire and liability insurance) have increased greatly. It is not possible to predict whether and to what extent future insurance premiums will increase.

The liability coverage is for claims against the Association for loss or accidents that occur to persons or property in the Common Area and not on a homeowner's lot.

This coverage does not include claims for personal injury or property damage resulting from accidents or occurrences on a homeowner's lot nor does it include coverages for the furniture or personal property of a homeowner. Each homeowner should obtain his own policy of liability and contents insurance covering their personal property and lot.

There will be liability insurance coverage on the Directors and Officers of the Association in the amount of \$1,000,000.00.

- 13 Accounting - Based upon an estimate for services from the accounting firm of Joseph W. LaManna, CPA, 144 Exchange Boulevard Rochester, New York 14614. This cost includes the preparation of a certified financial statement and the filing of appropriate tax returns.
- 14 Legal - A contingency fund of \$500 has been allocated for legal services in collection of delinquent accounts or for assistance in other minor legal matters, as quoted by Harter, Secrest & Emery, 700 Midtown Tower, Rochester, New York 14604.

15 Taxes

A. Real Estate - Based upon an estimate provided by the Assessor for the Town of Greece, real estate taxes for the first year will be approximately \$725.00.

B. Franchise and Corporate - Tax counsel for the Sponsor estimate that the Association will be subject to New York State franchise tax in the amount of \$325.

16 Contingency - set aside for miscellaneous operating items not included in previous line items.

17 Reserves

VIN-GATE VILLAS HOMEOWNERS ASSOCIATION, INC. RESERVES

I. ROAD RESERVE

RESERVE AMOUNT
PER YEAR

A. SEALING

Based upon an estimate from Resurface, Inc., 754 Brooks Avenue, Rochester, New York 14619, after three (3) years the road should be sealed at an estimated cost of \$900.00.

\$ 300.00

B. RESURFACING

After fifteen (15) years, based upon an estimate from Resurface, Inc., the private road will need to be resurfaced with one inch (1") of wearing course at an estimated cost of \$7,500.00.

\$ 500.00

TOTAL ROAD RESERVE PER YEAR

\$ 800.00

II. ROOF RESERVE

A. ROOF RESERVE

Based upon an estimate by Hal Brewster, General Contractors, 659 Jay Street, Rochester, New York 14611, it will be necessary to re-roof the buildings every 20 years at an approximate cost of \$28,200.00 per roofing which includes roofing all six (6) buildings (roof per building is \$4,700.00).

TOTAL ROOF RESERVE

\$1,410.00

TOTAL RESERVE FOR FIRST YEAR

\$2,210.00



VIN-GATE VILLAS HOMEOWNERS ASSOCIATION, INC.

SCHEDULE B

ALTERNATE BUDGET IF
ADJACENT NORTH PARCEL IS DEVELOPED
TO ADD AN ADDITIONAL FOUR (4) UNITS¹

Projected Income

Maintenance Charges

\$93.75 per lot per month

Annual Assessment² \$ 1,125.00

Total Annual Assessment
for 16 Lots = \$18,000.00

Projected Expenses

Association Charge
Completed Project
(16 lots)³

Water ⁴	\$ 0.00
Electric ⁵	440.00
Management ⁶	0.00
Road Repairs ⁷	350.00
Lawn Maintenance & Service ⁸	3,360.00
Supplies ⁹	50.00
Snow Removal ¹⁰	2,736.00
Refuse Removal ¹¹	0.00
Insurance ¹²	5,504.00
Accounting ¹³	800.00
Legal ¹⁴	500.00
Taxes ¹⁵	
Real Estate	985.00
Franchise	325.00
Contingency ¹⁶	270.00
Reserve ¹⁷	2,680.00
 TOTAL	 \$18,000.00

VIN-GATE VILLAS HOMEOWNERS ASSOCIATION, INC.

Footnotes to Projected Budget

- 1 This estimate of operating income and expense has been made by the Sponsor. This is an estimate based upon the first twelve (12) months of operation of the Association commencing on or about June 1, 1996, and presumes that the Adjacent North Parcel is brought within the Association to add an additional four (4) units.
- 2 Common Charges - Based upon 16 lots.
- 3 During the first year of operation of the Association (June 1, 1996 to May 31, 1997), it is anticipated that ___ lots will close and thus there will be ___ Association members in addition to the Sponsor.
- 4 Water - There will be no watering of the Common Area.
- 5 Electric - There will be Common Area lighting and thus electric charges to the Association. There will be street lights and the cost of the lighting will be paid by the Association and thus is included in this budget. This estimate is provided by the Rochester Gas & Electric Corporation, 89 East Avenue, Rochester, New York 14649.
- 6 Management - While the sponsor is in control of the Association there shall be no management agreement. As needed, Management services will be provided by the Sponsor at no charge to the Association.
- 7 Repairs - Three Hundred and Fifty Dollars (\$350.00) has been set aside as an estimate for annual maintenance of the private road, such as patching potholes, etc., based upon an estimate provided by Re-Surface, Inc., 754 Brooks Avenue, Rochester, New York 14619.
- 8 Lawn Maintenance and Service to the Common Area - Estimate is based upon a proposed maintenance contract for total lawn maintenance received from Crystal Landscaping and Lawn Maintenance, New York a Rochester based lawn maintenance company. The proposed contract will provide for lawn mowing per season, edging and trimming, spring and fall clean-ups, fertilizing and mulching of beds, tree and shrub pruning and aeration, for an estimated cost of \$3,360.00 per year.
- 9 Supplies - Copies, postage, office supplies and miscellaneous supplies used on site, as estimated by the Sponsor.
- 10 Snow Removal - Estimate is based upon a quote received from Clarke Landscape, 468 Maplewood Avenue, Rochester, New York 14612, a local plowing contractor. Cost will be \$2,736.00 per season for the private road and driveways. This estimate does not include sidewalk plowing.

- 11 Refuse Removal - Refuse removal will be billed directly to the individual homeowner.
- 12 Insurance - Estimate based upon a quotation received from the Paris-Kirwan Associates, Inc., 1040 University Avenue, Rochester, New York 14507 for building and liability coverage.

<u>Coverages:</u>	Building Values (Replacement)	\$1,380,000.00
Deductible		\$---.---
Liability		\$1,000,000.00
Directors and Officers		
Liability		\$1,000,000.00

The \$1,380,000.00 (\$115,000.00 per unit) coverage limit is based upon an agreed replacement cost of the 6 buildings comprising the project. This coverage is inclusive of all 12 homes which are located in the 6 buildings. In order to safeguard the investment of the homeowners in the event of a substantial or total destruction of the buildings, the Board of Managers should periodically review the amount of casualty insurance for the buildings to insure that the amount of coverage equals their replacement cost. The annual premium per building is \$688.00, and thus the total annual premium is \$5,504.00.

Recently, premiums for insurance (especially fire and liability insurance) have increased greatly. It is not possible to predict whether and to what extent future insurance premiums will increase.

The liability coverage is for claims against the Association for loss or accidents that occur to persons or property in the Common Area and not on a homeowner's lot.

This coverage does not include claims for personal injury or property damage resulting from accidents or occurrences on a homeowner's lot nor does it include coverages for the furniture or personal property of a homeowner. Each homeowner should obtain his own policy of liability and contents insurance covering their personal property and lot.

There will be liability insurance coverage on the Directors and Officers of the Association in the amount of \$1,000,000.00.

- 13 Accounting - Based upon an estimate for services from the accounting firm of Joseph W. LaManna, CPA, 144 Exchange Boulevard Rochester, New York 14614. This cost includes the preparation of a certified financial statement and the filing of appropriate tax returns.
- 14 Legal - A contingency fund of \$500 has been allocated for legal services in collection of delinquent accounts or for assistance in other minor legal matters, as quoted by Harter, Secrest & Emery, 700 Midtown Tower, Rochester, New York 14604.

15 Taxes

- A. Real Estate - Based upon an estimate provided by the Assessor for the Town of Greece, real estate taxes for the first year will be approximately \$985.00.
- B. Franchise and Corporate - Tax counsel for the Sponsor estimate that the Association will be subject to New York State franchise tax in the amount of \$325.

16 Contingency - set aside for miscellaneous operating items not included in previous line items.

17 Reserves

VIN-GATE VILLAS HOMEOWNERS ASSOCIATION, INC. RESERVES

I. ROAD RESERVE

RESERVE AMOUNT
PER YEAR

A. SEALING

Based upon an estimate from Resurface, Inc., 754 Brooks Avenue, Rochester, New York 14619, after three (3) years the road should be sealed at an estimated cost of \$900.00.

\$ 300.00

B. RESURFACING

After fifteen (15) years, based upon an estimate from Resurface, Inc., the private road will need to be resurfaced with one inch (1") of wearing course at an estimated cost of \$7,500.00.

\$ 500.00

TOTAL ROAD RESERVE PER YEAR

\$ 800.00

II. ROOF RESERVE

A. ROOF RESERVE

Based upon an estimate by Hal Brewster, General Contractors, 659 Jay Street, Rochester, New York 14611, it will be necessary to re-roof the buildings every 20 years at an approximate cost of \$37,600.00 per roofing which includes roofing all eight (8) buildings (roof per building is \$4,700.00).

TOTAL ROOF RESERVE

\$1,880.00

TOTAL RESERVE FOR FIRST YEAR

\$2,680.00



VIN-GATE VILLAS HOMEOWNERS ASSOCIATION, INC.

SCHEDULE C

ALTERNATE BUDGET IF
ADJACENT NORTH PARCEL IS DEVELOPED
AS A COMMERCIAL OR OFFICE PARCEL¹

Projected Income

Maintenance Charges	
\$87.40 per lot per month	
Annual Assessment ²	\$ 1,048.80
Total Annual Assessment for 12 Lots =	\$12,585.60
Adjacent North Parcel Annual Assessment	\$ 1,821.00
Total Income	\$14,406.60

Projected Expenses

	<u>Association Charge Completed Project (12 lots)³</u>	<u>Adjacent Parcel Charge</u>
Water ⁴	\$ 0.00	
Electric ⁵	220.00	\$ 220.00
Management ⁶	0.00	
Road Repairs ⁷	175.00	
Lawn Maintenance & Service ⁸	2,520.00	175.00
Supplies ⁹	51.60	
Snow Removal ¹⁰	1,026.00	
Refuse Removal ¹¹	0.00	1026.00
Insurance ¹²	4,128.00	
Accounting ¹³	800.00	
Legal ¹⁴	500.00	
Taxes ¹⁵		
Real Estate	725.00	
Franchise	325.00	
Contingency ¹⁶	305.00	
Reserve ¹⁷	1,810.00	400.00
TOTAL	\$12,585.60	\$1821.00

VIN-GATE VILLAS HOMEOWNERS ASSOCIATION, INC.

Footnotes to Projected Budget

- 1 This estimate of operating income and expense has been made by the Sponsor. This is an estimate based upon the first twelve (12) months of operation of the Association commencing on or about June 1, 1996, and presumes that the Adjacent North Parcel is conveyed an easement to use the private road for access and thus is developed and shares in the expense of the maintenance of the private road. The owner of the Adjacent North Parcel will share in the expense of the maintenance of the road to the extent of 50 percent (50%) of the cost. The Association will pay 50 percent (50%) of the expense for the private road.
- 2 Common Charges - Based upon 12 lots and the assessment to the owner of the Adjacent North Parce.
- 3 During the first year of operation of the Association (June 1, 1996 to May 31, 1997), it is anticipated that ___ lots will close and thus there will be ___ Association members in addition to the Sponsor.
- 4 Water - There will be no watering of the Common Area.
- 5 Electric - There will be Common Area lighting and thus electric charges to the Association. There will be street lights and the cost of the lighting will paid by the Association and thus is included in this budget. This estimate is provided by the Rochester Gas & Electric Corporation, 89 East Avenue, Rochester, New York 14649.
- 6 Management - While the sponsor is in control of the Association there shall be no management agreement. As needed, Management services will be provided by the Sponsor at no charge to the Association.
- 7 Repairs - Three Hundred and Fifty Dollars (\$350.00) has been set aside as an estimate for annual maintenance of the private road, such as patching potholes, etc., based upon an estimate provided by Re-Surface, Inc., 754 Brooks Avenue, Rochester, New York 14619.
- 8 Lawn Maintenance and Service to the Common Area - Estimate is based upon a proposed maintenance contract for total lawn maintenance received from Crystal Landscaping and Lawn Maintenance, New York a Rochester based lawn maintenance company. The proposed contract will provide for lawn mowing per season, edging and trimming, spring and fall clean-ups, fertilizing and mulching of beds, tree and shrub pruning and aeration, for an estimated cost of \$2,520.00 per year.
- 9 Supplies - Copies, postage, office supplies and miscellaneous supplies used on site, as estimated by the Sponsor.

10 Snow Removal - Estimate is based upon a quote received from Clarke Landscape, 468 Maplewood Avenue, Rochester, New York 14612, a local plowing contractor. Cost will be \$2,736.00 per season for the private road and driveways. This estimate does not include sidewalk plowing.

11 Refuse Removal - Refuse removal will be billed directly to the individual homeowner.

12 Insurance - Estimate based upon a quotation received from the Paris-Kirwan Associates, Inc., 1040 University Avenue, Rochester, New York 14507 for building and liability coverage.

<u>Coverages:</u>	Building Values (Replacement)	\$1,380,000.00
Deductible		\$---.---
Liability		\$1,000,000.00
Directors and Officers		
Liability		\$1,000,000.00

The \$1,380,000.00 (\$115,000.00 per unit) coverage limit is based upon an agreed replacement cost of the 6 buildings comprising the project. This coverage is inclusive of all 12 homes which are located in the 6 buildings. In order to safeguard the investment of the homeowners in the event of a substantial or total destruction of the buildings, the Board of Managers should periodically review the amount of casualty insurance for the buildings to insure that the amount of coverage equals their replacement cost. The annual premium per building is \$688.00, and thus the total annual premium is \$4,128.00.

Recently, premiums for insurance (especially fire and liability insurance) have increased greatly. It is not possible to predict whether and to what extent future insurance premiums will increase.

The liability coverage is for claims against the Association for loss or accidents that occur to persons or property in the Common Area and not on a homeowner's lot.

This coverage does not include claims for personal injury or property damage resulting from accidents or occurrences on a homeowner's lot nor does it include coverages for the furniture or personal property of a homeowner. Each homeowner should obtain his own policy of liability and contents insurance covering their personal property and lot.

There will be liability insurance coverage on the Directors and Officers of the Association in the amount of \$1,000,000.00.

13 Accounting - Based upon an estimate for services from the accounting firm of Joseph W. LaManna, CPA, 144 Exchange Boulevard Rochester, New York 14614. This cost includes the preparation of a certified financial statement and the filing of appropriate tax returns.

14 Legal - A contingency fund of \$500 has been allocated for legal services in collection of delinquent accounts or for assistance in other minor legal matters, as quoted by Harter, Secrest & Emery, 700 Midtown Tower, Rochester, New York 14604.

15 Taxes

A. Real Estate - Based upon an estimate provided by the Assessor for the Town of Greece, real estate taxes for the first year will be approximately \$725.00.

B. Franchise and Corporate - Tax counsel for the Sponsor estimate that the Association will be subject to New York State franchise tax in the amount of \$325.

16 Contingency - set aside for miscellaneous operating items not included in previous line items.

17 Reserves

VIN-GATE VILLAS HOMEOWNERS ASSOCIATION, INC. RESERVES

I. ROAD RESERVE

RESERVE AMOUNT
PER YEAR

A. SEALING

Based upon an estimate from Resurface, Inc., 754 Brooks Avenue, Rochester, New York 14619, after three (3) years the road should be sealed at an estimated cost of \$900.00.

\$ 300.00

B. RESURFACING

After fifteen (15) years, based upon an estimate from Resurface, Inc., the private road will need to be resurfaced with one inch (1") of wearing course at an estimated cost of \$7,500.00.

\$ 500.00

TOTAL ROAD RESERVE PER YEAR

\$ 800.00

II. ROOF RESERVE

A. ROOF RESERVE

Based upon an estimate by Hal Brewster, General Contractors, 659 Jay Street, Rochester, New York 14611, it will be necessary to re-roof the buildings every 20 years at an approximate cost of \$28,200.00 per roofing which includes roofing all six (6) buildings (roof per building is \$4,700.00).

TOTAL ROOF RESERVE	\$1,410.00
TOTAL RESERVE FOR FIRST YEAR	\$2,210.00





STATE OF NEW YORK
DEPARTMENT OF LAW

(212) 416-8162

DENNIS C. VACCO
Attorney General

JOHN H. CARLEY
Deputy Attorney General

January 23, 1996

William La Forte, Esq.
Harter, Secrest & Emery
700 Midtown Tower
Rochester, N.Y. 14604

Re: Vin-Gate Villas HOA
File No.: NA96-013

Dear Mr. La Forte:

The Department of Law has received and reviewed your application dated January 29, 1996 for a "no-action letter" concerning a transaction involving the above premises.

On the basis of the facts and circumstances stated in your letter and supporting documentation, the Department has determined that it will not take any enforcement action because the described transaction occurs without filing or registration pursuant to Section 352-e and Section 359-e of the General Business Law. We understand that it is your opinion as counsel that the transaction is not subject to those registration and filing requirements.

This position is based solely upon the limited information supplied and representations made in your letter and supporting documentation. Any different set of facts or circumstances might result in the Department's taking a different position. In addition, this letter only expresses the Department's position on enforcement action which could arise from the transaction's occurring without filing or registration and does not purport to express any legal conclusion on this or any subsequent transaction or offering.

The issuance of this letter shall not be construed to be a waiver of or limitation on the Attorney General's authority to take enforcement action for violations of Article 23-A of the General Business Law and other applicable provisions of law.

Very truly yours,

MARISSA PIESMAN
Assistant Attorney General

MP:sg

AMENDMENTS

By the power granted to the Board of Directors in the By-Laws, Article XIV, AMENDMENTS, the By-Laws were amended at a meeting held on July 13, 2000 as follows:

Article I, NAME AND LOCATION, Page 1. Was amended to read: "The principal office of the Association shall be located at the home of the current treasurer."

Article IV, MEETINGS OF MEMBERS, Section 1, Page 2. Amend by removing the words "on the second Tuesday of March" and replacing them with "in July, the date and time to be announced one month in advance to the members of the Association."

Article VI, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section 2h, Page 6. Was amended to read: "cause a financial statement for the Association to be prepared, and certified by the Association's independent public accountant if deemed necessary by the Board of Directors or by a simple majority of the Class A members, following the end of each fiscal year."

BY-LAWS
OF

VIN-GATE VILLAS HOMEOWNERS ASSOCIATION, INC.
(Amendments Attached)

ARTICLE 1

NAME AND LOCATION

The name of the corporation is Vin Gate Villas Homeowners Association, Inc. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at the home of the current treasurer, but meetings of Members and Directors may be held at such other places within the State of New York as may be designated by the Board.

ARTICLE 11

DEFINITIONS

Section 1. "Association" means Vin Gate Villas Homeowners Association, Inc. and its successors and assigns.

Section 2. "Board" means the Board of Directors of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the Common use and enjoyment of the Owners.

Section 4. "Declarant" means Cottrone Development Co., Inc., a New York corporation, and its successors and assigns if it acquires more than one undeveloped Lot for the purposes of development.

Section 5. "Declaration" means the Declaration of Covenants, Conditions, Easements and Restrictions applicable to the Property as recorded in the office of the Clerk of the County of Monroe.

Section 6. "Director" means a member of the Board of Directors of the Association.

Section 7. "Lot," means any plot of land shown upon any recorded subdivision map or resubdivision map of the Property (as defined below).

Section 8. "Member" means those persons who become members of the Association as provided in the Declaration.

Section 9. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Property" means that certain interest in real property as described in the Declaration and such additions thereto as may thereafter be brought within the jurisdiction of the Association.

ARTICLE III

MEMBERSHIP AND VOTING

Members of the Association shall be divided into two classes for purposes of voting. Class A Members shall be all Owners, with the exception of the Declarant. Class A Members shall be entitled to one vote for each membership. When more than one person holds an interest in any Lot, all such persons shall be Class A Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one membership. The Class B Member shall be the Declarant, which shall be entitled to one vote. Class B membership shall cease on July 1, 1998 or when Ten (10) of the Lots have been transferred, whichever is earlier. Until then, Class A Members shall not be entitled to vote for the election of members to the Board. The first meeting of Class A Members for the purpose of electing Directors shall be held within thirty (30) days from the transfer by the Declarant of the Lot which, when added to the lots which have closed, constitute ten (10) of the Lots as originally shown on the subdivision map or within thirty (30) days from July 1, 1998, whichever is earlier.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meeting. After the first meeting of Class A Members, an annual meeting of all the Members shall be held each year on the second Tuesday of March at the office of the Association or at such other place as specified in the notice of meeting.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President of the Association or by the Board, or upon written request of the Members who are entitled to vote fifty percent (50%) of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed 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 place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Waiver of Notice. Notice of meeting need not be given to any Member who submits a signed waiver of notice thereof whether before, during or after a meeting, nor to any Member who attends the meeting without protesting prior to the conclusion thereof the lack of notice to him.

Section 5. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast at least fifty percent (50%) of the total number of votes entitled to be cast thereof by each class of membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat 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 represented.

Section 6. Proxies. At all meeting of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 7. Required Vote. Directors shall be elected by a plurality of the votes cast at a meeting of Members by the Members entitled to vote in the election. Any other corporate action to be taken by vote of the Members shall, except as otherwise required by law or the Certificate of Incorporation of the Association, be authorized by a majority of the votes cast at a meeting of Members by the Members entitled to vote thereon.

Section 8. Action Without Meeting. Whenever Members are required or permitted to take any action by vote, such action may be taken without a meeting by written consent setting forth the action so taken and signed by all of the Members entitled to vote thereon.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors, all of whom shall be Members of the Association. The initial Directors of the Association named in the Certificate of Incorporation shall serve until their successors are elected at the first meeting of the Class A Members and shall have qualified.

Section 2. Term. Directors shall be divided into two classes as nearly equal in number as possible, for purposes of staggering their terms of office. At the first meeting of Members, which shall be held not later than six (6) months from the transfer of the first Lot, the Members shall elect either two (2) or three (3) Directors for a term of one (1) year and

either one (1) or two (2) Directors for a term of two (2) years. Thereafter, the Members shall elect either two (2) or three (3) Directors in even numbered years for two (2) year terms and either one (1) or two (2) Directors in odd numbered years for two (2) year terms.

Section 3. Meetings. Regular meetings of the Board shall be held at such times as the Directors may from time to time determine. Special meetings of the Board shall be held at any time, upon call from the President of the Association or of any two of the Directors.

Section 4. Place of Meetings. Regular and special meetings of the Board shall be held at the principal office of the Association, or at such other place, within or without the State of New York, as may from time to time be determined by the Board or the person or persons authorized to call the meeting.

Section 5. Notice of Meetings. No notice need be given of a regular meeting of the Board. Notice of the place, day and hour of every special meeting shall be given to each Director by delivering the same to him personally or sending the same to him by telegraph or leaving the same at his residence or usual place of business, at least one (1) day before the meeting, or shall be mailed to each Director, postage prepaid and addressed to him at his last known address according to the records of the Association, at least three (3) days before the meeting. No notice of any adjourned meeting of the Board need be given other than by announcement at such meeting.

Section 6. Waiver of Notice. Notice of a meeting need not be given to any Director who submits a signed written waiver thereof whether before, during or after the meeting nor to any Director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

Section 7. Quorum. Two-thirds (2/3) of the entire Board shall be necessary to constitute a quorum for the transaction of business at each meeting of the Board. However, if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time without notice other than by announcement at the meeting, until a quorum shall attend.

Section 8. Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof at a duly held meeting may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. Such resolution and the written consents thereto by the members of the Board or committee shall be filed with the minutes of the proceedings of the Board or the committee.

Section 9. Personal Attendance by Conference Communication Equipment. Any one or more members of the Board or any committee thereof may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Section 10. Compensation. Directors as such shall not receive any compensation for their services.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board, on behalf of the Association, shall have the power to:

- (a) adopt and publish rules and regulations governing the use and maintenance of the Common Area, the personal conduct of the Members and their tenants, and invitees thereon, and to establish penalties for the infraction thereof;
- (b) suspend the right to the use of the Common Area except for ingress and egress over the Member's Lot, during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after a notice and hearing for a period not to exceed sixty (60) days for an infraction of published rules and regulation;
- (c) exercise all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Certificate of Incorporation of the Association or the Declaration;
- (d) declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board;
- (e) procure and maintain adequate liability and hazard insurance on the Property. The Board shall, on an annual basis, review the amount of insurance coverage in order to assure that the Association and the Owners are fully protected;
- (f) acquire, encumber and dispose of property as provided for in the Declaration;
- (g) employ a manager, an independent contractor and such other employees as it deems necessary and to prescribe their duties;
- (h) establish a capital reserve fund for repair and replacement of those deteriorating assets for which the Association is responsible; and
- (i) approve the annual budget as prepared by the Treasurer.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any

special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A 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) establish the amount and starting day of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner 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 and maintain adequate liability and hazard insurance on property where the Association has a legal interest;

(f) cause all officers, agents or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the common area to be maintained; and

(h) cause a financial statement for the Association to be prepared and certified by the Association's independent public accountant following the end of each fiscal year.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President, a Vice President, 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, and subsequently at each annual meeting of the Board which shall be immediately following the adjournment of each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until such officer's successor has been elected or appointed and qualifies unless he or she shall sooner resign, be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect by majority vote 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. 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 late 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 he or she replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds and other written contractual instruments.

(b) **Vice President.** The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her 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 by the Board.

(d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; shall keep proper books of accounting; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and have delivered a copy of each to the Members.

ARTICLE VIII

COMMITTEES

The Board may appoint a Nominating Committee. The Board may also appoint an Architectural and Property Review Committee of no less than three (3) nor more than five (5) Directors and may grant authority to them to approve, approve with conditions, or disapprove any application received, or to make recommendations to the Board, as provided in the Declaration. In addition, the Board shall appoint such other committees as deemed appropriate in carrying out its purposes.

ARTICLE IX

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 Certificate 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 costs.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property 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 such date at the legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. In addition, the Association has the right to levy a late charge on delinquent accounts five (5) days after the assessment is due.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Vin-Gate Villas Homeowners Association, Inc.

ARTICLE XII

TENANTS

Any lease of a building within the subdivision shall provide for full compliance by the tenant with the Declaration, these By-Laws, and the rules and regulation of the Association. Should a tenant be in violation thereof at any time, the Association may send the Owner of the building which said tenant occupies written notice of such violation by certified or registered mail, return receipt requested, at his or her address as set forth in the books and records of the Association. If the violation is not cured or eviction proceedings commenced against the tenant by the Owner at the Owner's expense within ten (10) days after the Owner has received notice of such violation, the Association may pursue any remedies which it may have.

ARTICLE XIII

INDEMNIFICATION

Section 1. Each person who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "Proceeding"), by reason of the fact that he or his testator or intestate (a) is or was a Director or officer of the Association or (b) is or was a Director or officer of the Association who serves or served, in any capacity, any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise at the request of the Association (hereinafter an "indemnatee"), shall be indemnified and held harmless by the Association against all expense, liability and loss, including ERISA excise taxes or penalties, judgments, fines, penalties, amounts paid in settlement (provided the Board of Directors shall have given its prior consent to such settlement, which consent shall not be unreasonably withheld by it) and reasonable expenses, including attorneys' fees, suffered or incurred by such indemnatee in connection therewith and such indemnification shall continue as to an indemnatee who has ceased to be a Director or officer and shall inure to the benefit of the indemnatee's heirs and fiduciaries; provided, however, that no indemnification may be made to or on behalf of any Director or officer if his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or otherwise disposed of, or he personally gained in fact a financial profit or other advantage to which he was not legally entitled. Notwithstanding the foregoing, except as contemplated by Section 3 of this Article, the Association shall indemnify any such indemnatee in connection with a proceeding (or part thereof) initiated by such indemnatee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Association.

Section 2. All expenses reasonably incurred by an indemnatee in connection with a threatened or actual proceeding with respect to which such indemnatee is or may be entitled to indemnification under this Article shall be advanced to him or promptly reimbursed by the Association in advance of the final disposition of such proceeding, upon receipt of an

undertaking by him or on his behalf to repay the amount of such advances, if any, as to which he is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent such advances exceed the indemnification to which he is entitled. Such person shall cooperate in good faith with any request by the Association that common counsel be used by the parties to an action or proceeding who are similarly situated unless to do so would be inappropriate due to an actual or potential conflict of interest.

Section 3.

(a) Not later than thirty (30) days following final disposition of a proceeding with respect to which the Association has received written request by an indemnitee for indemnification pursuant to this Article or with respect to which there has been an advancement of expenses pursuant to Section 12 of this Article, if such indemnification has not been ordered by a court, the Board of Directors shall meet and find whether the indemnitee met the standard of conduct set forth in Section 1 of this Article, and, if it finds that he did, or to the extent it so finds, shall authorize such indemnification.

(b) Such standard shall be found to have been met unless (i) a judgment or other final adjudication adverse to the indemnitee established that the standard of conduct set forth in Section 1 of this Article was not met, or (ii) if the proceeding was disposed of other than by judgment or other final adjudication, the Board of Directors finds in good faith that, if it had been disposed of by judgment or other final adjudication, such judgment or other final adjudication would have been adverse to the indemnitee and would have established that the standard of conduct set forth in Section 1 of this Article was not met.

(c) If the Board of Directors fails or is unable to make the determination called for by paragraph (a) of this Section 3, or if indemnification is denied, in whole or part, because of an adverse finding by the Board of Directors, or because the Board of Directors believes the expenses are unreasonable for which indemnification is requested, such action, inaction or inability of the Board of Directors shall in no way affect the right of the indemnitee to make application therefor in any court having jurisdiction thereof. In such action or proceeding, or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the issue shall be whether the indemnitee met the standard of conduct set forth in Section 1 of this Article, or whether the expenses were reasonable, as the case may be (not whether the finding of the Board of Directors with respect thereto was correct). If the judgment or other final adjudication in such action or proceeding establishes that the indemnitee met the standard set forth in Section 1 of this Article, or that the disallowed expenses were reasonable, or to the extent that it does, the Board of Directors shall then find such standard to have been met or the expenses to be reasonable, and shall grant such indemnification, and shall also grant to the indemnitee indemnification of the expenses incurred by him in connection with the action or proceeding resulting in the judgment or other final adjudication that such standard of conduct was met, or if pursuant to such court determination such person is entitled to less than the full amount of indemnification denied by the Association, the portion of such expenses proportionate to the amount of such indemnification so awarded. Neither the failure of the Board of Directors to have made timely a determination prior to the commencement of such suit that

indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in Section 1 of this Article, nor an actual determination by the Board of Directors that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct. In any suit brought by the indemnitee to enforce a right to indemnification or by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to indemnification, under this Article or otherwise, shall be on the Association.

(d) A finding by the Board of Directors pursuant to this Section 3 that the standard of conduct set forth in Section 1 of this Article has been met shall mean a finding (i) by the Board of Directors acting by a quorum consisting of Directors who are not parties to such proceeding or (ii) if such a quorum is not obtainable, or if obtainable, such a quorum so directs, by the Board of Directors upon the written opinion of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct has been met, or by the members upon a finding that such standard of conduct has been met.

Section 4. Contractual Article. The rights conferred by this Article are contract rights which shall not be abrogated by any amendment or repeal of this Article with respect to events occurring prior to such amendment or repeal and shall, to the fullest extent permitted by law, be retroactive to events occurring prior to the adoption of this Article. No amendment of the Not-for-Profit Corporation Law, insofar as it reduces the permissible extent of the right of indemnification of an indemnitee under this Article, shall be effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to the effective date of such amendment irrespective of the date of any claim or legal action in respect thereto. This Article shall be binding on any successor to the Association, including any corporation or other entity which acquires all or substantially all of the Association's assets.

Section 5. Non-exclusivity. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person covered hereby may be entitled other than pursuant to this Article. The Association is authorized to enter into agreements with any such person provided rights to indemnification or advancement of expenses in addition to the provisions therefor in this Article, and the Association's members and its Board of Directors are authorized to adopt, in their discretion, resolutions providing any such person with any such rights.

Section 6. Insurance. The Association may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Association or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under this Article or applicable law.

Section 7. Indemnification of Employees and Agents of the Association. The Association may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and the advancement of expenses to any employee or agent of the

Association with the same scope and effect as provided in this Article to Directors and Officers of the Association.

ARTICLE XIV

AMENDMENTS

The Board shall have the power to adopt, amend or repeal the By-Laws of the Association by a two-thirds (2/3) vote of the entire Board at any meeting of the Board.

ARTICLE XV

CONSTRUCTION AND INTERPRETATION

Section 1. The Association shall have the right to construe and interpret the provisions of these By-Laws and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof.

Section 2. Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable Rules and Regulations regarding the administration, interpretation, and enforcement of the provisions of the Declaration and these By-Laws. In so adopting and promulgating such Rules and Regulations, and in making any finding, determination, ruling, or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules, or regulations, the Association shall take into consideration the best interests of the Owners and residents of the Property to the end that the Property shall be preserved and maintained as a high quality community.

Section 3. In the case of any conflict between the Certificate of Incorporation of the Association and these By-Laws, the Certificate of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 10. Compensation. Directors as such shall not receive any compensation for their services.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board, on behalf of the Association, shall have the power to:

- (a) adopt and publish rules and regulations governing the use and maintenance of the Common Area, the personal conduct of the Members and their tenants, and invitees thereon, and to establish penalties for the infraction thereof;
- (b) suspend the right to the use of the Common Area except for ingress and egress over the Member's Lot, during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after a notice and hearing for a period not to exceed sixty (60) days for an infraction of published rules and regulation;
- (c) exercise all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Certificate of Incorporation of the Association or the Declaration;
- (d) declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board;
- (e) procure and maintain adequate liability and hazard insurance on the Property. The Board shall, on an annual basis, review the amount of insurance coverage in order to assure that the Association and the Owners are fully protected;
- (f) acquire, encumber and dispose of property as provided for in the Declaration;
- (g) employ a manager, an independent contractor and such other employees as it deems necessary and to prescribe their duties;
- (h) establish a capital reserve fund for repair and replacement of those deteriorating assets for which the Association is responsible; and
- (i) approve the annual budget as prepared by the Treasurer.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any

special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A 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) establish the amount and starting day of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner 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 and maintain adequate liability and hazard insurance on property where the Association has a legal interest;

(f) cause all officers, agents or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the common area to be maintained; and

(h) cause a financial statement for the Association to be prepared and certified by the Association's independent public accountant following the end of each fiscal year.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President, a Vice President, 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, and subsequently at each annual meeting of the Board which shall be immediately following the adjournment of each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until such officer's successor has been elected or appointed and qualifies unless he or she shall sooner resign, be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect by majority vote 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. 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 late 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 he or she replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds and other written contractual instruments.

(b) **Vice President.** The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her 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 by the Board.

(d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; shall keep proper books of accounting; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and have delivered a copy of each to the Members.

ARTICLE VIII

COMMITTEES

The Board may appoint a Nominating Committee. The Board may also appoint an Architectural and Property Review Committee of no less than three (3) nor more than five (5) Directors and may grant authority to them to approve, approve with conditions, or disapprove any application received, or to make recommendations to the Board, as provided in the Declaration. In addition, the Board shall appoint such other committees as deemed appropriate in carrying out its purposes.

ARTICLE IX

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 Certificate 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 costs.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property 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 such date at the legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. In addition, the Association has the right to levy a late charge on delinquent accounts five (5) days after the assessment is due.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Vin-Gate Villas Homeowners Association, Inc.

ARTICLE XII

TENANTS

Any lease of a building within the subdivision shall provide for full compliance by the tenant with the Declaration, these By-Laws, and the rules and regulation of the Association. Should a tenant be in violation thereof at any time, the Association may send the Owner of the building which said tenant occupies written notice of such violation by certified or registered mail, return receipt requested, at his or her address as set forth in the books and records of the Association. If the violation is not cured or eviction proceedings commenced against the tenant by the Owner at the Owner's expense within ten (10) days after the Owner has received notice of such violation, the Association may pursue any remedies which it may have.

ARTICLE XIII

INDEMNIFICATION

Section 1. Each person who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "Proceeding"), by reason of the fact that he or his testator or intestate (a) is or was a Director or officer of the Association or (b) is or was a Director or officer of the Association who serves or served, in any capacity, any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise at the request of the Association (hereinafter an "indemnatee"), shall be indemnified and held harmless by the Association against all expense, liability and loss, including ERISA excise taxes or penalties, judgments, fines, penalties, amounts paid in settlement (provided the Board of Directors shall have given its prior consent to such settlement, which consent shall not be unreasonably withheld by it) and reasonable expenses, including attorneys' fees, suffered or incurred by such indemnatee in connection therewith and such indemnification shall continue as to an indemnatee who has ceased to be a Director or officer and shall inure to the benefit of the indemnatee's heirs and fiduciaries; provided, however, that no indemnification may be made to or on behalf of any Director or officer if his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or otherwise disposed of, or he personally gained in fact a financial profit or other advantage to which he was not legally entitled. Notwithstanding the foregoing, except as contemplated by Section 3 of this Article, the Association shall indemnify any such indemnatee in connection with a proceeding (or part thereof) initiated by such indemnatee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Association.

Section 2. All expenses reasonably incurred by an indemnatee in connection with a threatened or actual proceeding with respect to which such indemnatee is or may be entitled to indemnification under this Article shall be advanced to him or promptly reimbursed by the Association in advance of the final disposition of such proceeding, upon receipt of an

undertaking by him or on his behalf to repay the amount of such advances, if any, as to which he is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent such advances exceed the indemnification to which he is entitled. Such person shall cooperate in good faith with any request by the Association that common counsel be used by the parties to an action or proceeding who are similarly situated unless to do so would be inappropriate due to an actual or potential conflict of interest.

Section 3.

(a) Not later than thirty (30) days following final disposition of a proceeding with respect to which the Association has received written request by an indemnitee for indemnification pursuant to this Article or with respect to which there has been an advancement of expenses pursuant to Section 12 of this Article, if such indemnification has not been ordered by a court, the Board of Directors shall meet and find whether the indemnitee met the standard of conduct set forth in Section 1 of this Article, and, if it finds that he did, or to the extent it so finds, shall authorize such indemnification.

(b) Such standard shall be found to have been met unless (i) a judgment or other final adjudication adverse to the indemnitee established that the standard of conduct set forth in Section 1 of this Article was not met, or (ii) if the proceeding was disposed of other than by judgment or other final adjudication, the Board of Directors finds in good faith that, if it had been disposed of by judgment or other final adjudication, such judgment or other final adjudication would have been adverse to the indemnitee and would have established that the standard of conduct set forth in Section 1 of this Article was not met.

(c) If the Board of Directors fails or is unable to make the determination called for by paragraph (a) of this Section 3, or if indemnification is denied, in whole or part, because of an adverse finding by the Board of Directors, or because the Board of Directors believes the expenses are unreasonable for which indemnification is requested, such action, inaction or inability of the Board of Directors shall in no way affect the right of the indemnitee to make application therefor in any court having jurisdiction thereof. In such action or proceeding, or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the issue shall be whether the indemnitee met the standard of conduct set forth in Section 1 of this Article, or whether the expenses were reasonable, as the case may be (not whether the finding of the Board of Directors with respect thereto was correct). If the judgment or other final adjudication in such action or proceeding establishes that the indemnitee met the standard set forth in Section 1 of this Article, or that the disallowed expenses were reasonable, or to the extent that it does, the Board of Directors shall then find such standard to have been met or the expenses to be reasonable, and shall grant such indemnification, and shall also grant to the indemnitee indemnification of the expenses incurred by him in connection with the action or proceeding resulting in the judgment or other final adjudication that such standard of conduct was met, or if pursuant to such court determination such person is entitled to less than the full amount of indemnification denied by the Association, the portion of such expenses proportionate to the amount of such indemnification so awarded. Neither the failure of the Board of Directors to have made timely a determination prior to the commencement of such suit that

indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in Section 1 of this Article, nor an actual determination by the Board of Directors that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct. In any suit brought by the indemnitee to enforce a right to indemnification or by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to indemnification, under this Article or otherwise, shall be on the Association.

(d) A finding by the Board of Directors pursuant to this Section 3 that the standard of conduct set forth in Section 1 of this Article has been met shall mean a finding (i) by the Board of Directors acting by a quorum consisting of Directors who are not parties to such proceeding or (ii) if such a quorum is not obtainable, or if obtainable, such a quorum so directs, by the Board of Directors upon the written opinion of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct has been met, or by the members upon a finding that such standard of conduct has been met.

Section 4. Contractual Article. The rights conferred by this Article are contract rights which shall not be abrogated by any amendment or repeal of this Article with respect to events occurring prior to such amendment or repeal and shall, to the fullest extent permitted by law, be retroactive to events occurring prior to the adoption of this Article. No amendment of the Not-for-Profit Corporation Law, insofar as it reduces the permissible extent of the right of indemnification of an indemnitee under this Article, shall be effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to the effective date of such amendment irrespective of the date of any claim or legal action in respect thereto. This Article shall be binding on any successor to the Association, including any corporation or other entity which acquires all or substantially all of the Association's assets.

Section 5. Non-exclusivity. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person covered hereby may be entitled other than pursuant to this Article. The Association is authorized to enter into agreements with any such person provided rights to indemnification or advancement of expenses in addition to the provisions therefor in this Article, and the Association's members and its Board of Directors are authorized to adopt, in their discretion, resolutions providing any such person with any such rights.

Section 6. Insurance. The Association may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Association or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under this Article or applicable law.

Section 7. Indemnification of Employees and Agents of the Association. The Association may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and the advancement of expenses to any employee or agent of the

Association with the same scope and effect as provided in this Article to Directors and Officers of the Association.

ARTICLE XIV

AMENDMENTS

The Board shall have the power to adopt, amend or repeal the By-Laws of the Association by a two-thirds (2/3) vote of the entire Board at any meeting of the Board.

ARTICLE XV

CONSTRUCTION AND INTERPRETATION

Section 1. The Association shall have the right to construe and interpret the provisions of these By-Laws and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof.

Section 2. Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable Rules and Regulations regarding the administration, interpretation, and enforcement of the provisions of the Declaration and these By-Laws. In so adopting and promulgating such Rules and Regulations, and in making any finding, determination, ruling, or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules, or regulations, the Association shall take into consideration the best interests of the Owners and residents of the Property to the end that the Property shall be preserved and maintained as a high quality community.

Section 3. In the case of any conflict between the Certificate of Incorporation of the Association and these By-Laws, the Certificate of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.



1361 Alps Road, Wayne, NJ 07470

09/13/07

Vin Gate Villas Homeowners Assoc.
124 Vin Gate Dr
Rochester NY 14616

RE: 121-127;124-130;131-135;136-140 Vin Gate Dr
Rochester NY 14616

Subject: Your GAF Materials Corporation Smart Choice® System Plus Ltd. Warranty # 297370

Congratulations...

Installation Date: 09/05/07

And thank you for choosing the GAF Weather Stopper® Integrated Roofing System™! If you didn't know, your Weather Stopper® roofing system has earned the prestigious Good Housekeeping Seal, which means that Good Housekeeping stands behind the products in this exceptional roofing system. You can be certain that you've made the best and safest choice to protect your valuable property for years to come.

Your Warranty...

Savage & Son LLC, your GAF Authorized™ Installer, has registered your GAF Smart Choice® System Plus Ltd. Warranty with GAF's World Headquarters. As you know your System Plus Ltd. Warranty more than doubles your up-front coverage versus typical shingle warranties. Please keep this document as you will need it in the unlikely event that you need to make a claim, or if you should sell your property.

According to the warranty application form submitted to us by Savage & Son LLC, the following GAF components were installed on your property:

Timberline 30
Weather Watch
Deck-Armor
Cobra Exhaust Vent
Other GAF Exhaust Ventilation : box vents
*Other : Royal Sovereign

Installed: Steep Slope 200 Squares

Except as noted, all of the products in this system are covered under the Smart Choice® System Plus Ltd. Warranty.

Questions?

Please feel free to call us if you have any questions. And again, thanks for choosing GAF, your best and safest choice in roofing!

Cordially,
Warranty Service Department
(800) 458-1860

SAVAGE & SON INSTALLATIONS, LLC

~~5 YEAR~~ LABOR GUARANTEE

12 YEAR

COVERAGE

Savage & Son Installations LLC will install all materials using approved workmanlike methods. Savage & Son Installations LLC provides you with this guarantee subject to the terms and conditions set forth below. This labor guarantee does not preclude or extend, but is in conjunction with the Manufacturers Material Warranty.

LIMITATIONS AND EXCLUSIONS ON OUR COVERAGE

Savage & Son Installations LLC has no control over the following conditions &/or situations and, therefore, cannot be held accountable for any damages that may result from these situations &/or conditions:

- 1) Wind velocities or gusts in excess of 50 MPH as verified by the National Weather Bureau.
- 2) Damage caused by other acts of God: lightning, gales, hurricanes, tornadoes, hailstorms, ice storms, or any other unusually violent and severe weather.
- 3) DAMAGE CAUSED BY ICE BACK-UP
- 4) Fire damage or heat &/or water damage as a result of fire.
- 5) Settlement, distortion, failure or cracking of the roof support beams, walls or foundation of the building.
- 6) Equipment installation, structural changes or any alteration to the roof after application (i.e. skylights, additions, basketball nets, antennas, solar panels, dormers, satellite dishes, etc.)
- 7) Any existing skylights, roof windows, bubbles, etc.
- 8) Traffic on or over the roof surface or impact of foreign objects (tree limbs, birdhouses, etc.)
- 9) Defects originating in portions of the building unrelated to the workmanship or materials of the roof (i.e. deteriorated siding, soffit or facial boards; defective windows, deteriorated chimneys, vent pipes, etc.)
- 10) Improper ventilation. Roof, soffit, ridge, or peak vents covered or partially blocked in any way by insulation or other material that prevents the full flow of air.
- 11) Cosmetic or structural imperfections that exist prior to installation of new roof materials. New shingles will conform to the surface of the existing roof. Shading, waves, dips, curling, bumps, etc. that are inherent to the roofline, will NOT disappear solely as a result of re-roofing.
- 12) Neglect of routine maintenance (see below). The absence of any routine maintenance or the use of improper materials or methods during the performance of routine maintenance will VOID this labor guarantee.

ROUTINE MAINTENANCE REQUIRED

Weather conditions such as heat, cold and moisture will effect the physical properties of caulking and plastic roof cement materials. Normal expansion and contraction can result in shrinkage and/or separation. As a routine preventative measure, all roof protrusions should be inspected on an annual basis and re-caulked or re-cemented as needed (chimneys, vents, pipes, skylights, second story walls, etc.)

Savage & Son Installations LLC offers a Routine Maintenance Service call for a nominal fee.

EFFECTIVE DATE AND LIFE OF GUARANTEE

This guarantee is in effect for 5 years; commencing on the date of completion, in conjunction with the Manufacturers Warranty as stated, and in accordance with all terms and conditions listed.

VITAL INFORMATION

ADDRESS OF HOME/BUILDING:

VINGATE VILLAS / VINTAGE DR.

MATERIALS INSTALLED:

200 sq LAF 30
CCOAR

DATE OF COMPLETION:

9/10/07

A Great Roofing System Deserves A Great Warranty

Compare the Smart Choice® System Plus Ltd. Warranty to a "typical" shingle warranty:

**"TYPICAL"
Competitor's Shingle
Warranty**



Material Defect Coverage*

- **100% Coverage Period** Only **5** yrs. **12** yrs. or **50** yrs.
- **Covers Roofing System?** No, just shingles Yes, integrated system
- **Installation Labor Included?** Only **5** yrs. **25** yrs. to **Lifetime** (i.e., same length as shingle warranty)

Peace Of Mind*

- **Installer Certified?** NO YES
- **Tear-off included (when necessary)?** NO YES
- **Warranty Transferable?** MAYBE (GAF yes) YES
- **Free Transfer?** NO (GAF yes) FREE
- **Good Housekeeping Protection?** NO (GAF yes) YES



Up To 50 Years Of Non-Prorated Protection!*

PLEASE NOTE:
Check Ltd. warranty (on back page) for complete coverage and restrictions.
"100% Coverage Period" refers to all parts of the Weather Stopper® system, except HeavenScape® Skylights and Master Flow® products (see Ltd. warranty on back page for coverage details for these products) and low slope roofing (see separate System Plus Ltd. Warranty Addendum For Low Slope Roofs).
15-year coverage period for material defects applies only to single family detached residences; for all other structures, coverage period is 15 years.
Availability of the System Plus Ltd. warranty is limited to one installer certification is related only to installations covered by GAF system warranties.

**IF YOU INSTALL THIS SHINGLE...
THE 100% COVERAGE PERIOD FOR MANUFACTURING DEFECTS IN YOUR WEATHER STOPPER® SYSTEM IS...
...AND THE PRORATED MATERIAL AND LABOR PROTECTION PERIOD IS...**

	Traditional	Architectural	Premium Designer
ROYAL SOVEREIGN®	FIRST 12 YEARS	YEARS 13-25	
MARQUIS® WEATHERMAX®	FIRST 12 YEARS	YEARS 13-30	
TIMBERLINE® 30	FIRST 12 YEARS	YEARS 13-30	
TIMBERLINE® SELECT 40™	FIRST 12 YEARS	YEARS 13-40	
TIMBERLINE® ULTRA®	FIRST 50 YEARS	YEARS 51-LIFETIME	
GRAND TIMBERLINE™	FIRST 50 YEARS	YEARS 51-LIFETIME	
SLATELINE®	FIRST 50 YEARS	YEARS 51-LIFETIME	
GRAND SEQUOIA®	FIRST 50 YEARS	YEARS 51-LIFETIME	
GRAND CANYON™	FIRST 50 YEARS	YEARS 51-LIFETIME	
COUNTRY MANSION®	FIRST 50 YEARS	YEARS 51-LIFETIME	
GRAND SLATE™	FIRST 50 YEARS	YEARS 51-LIFETIME	
CAMELOT™	FIRST 50 YEARS	YEARS 51-LIFETIME	

