

OFFERING PLAN

For Sale of Condominium Units

Known As

TOBEY WOODS CONDOMINIUM

Premises : #99 Tobey Road (Southwest Side)  
Pittsford, New York 14534  
Monroe County

Amount Of Offering: \$2,716,200

Number of Units : Thirty-two (32)

Sponsor and  
Selling Agent : Ryan Homes, Inc.  
26 State Street  
Pittsford, New York 14534

IF THIS PLAN IS NOT CONSUMMATED FOR ANY REASON, YOU MAY LOSE ALL OR PART OF YOUR INVESTMENT.

THE APPROXIMATE DATE OF THE FIRST OFFERING TO THE PUBLIC IS JULY 29, 1974.

THE OFFERING PLAN MAY NOT BE USED AFTER FEBRUARY 28, 1975.

DURING THE INITIAL EFFECTIVE PERIOD OF THIS OFFERING PLAN, THE PRICES FOR THESE CONDOMINIUM INTERESTS MAY NOT BE INCREASED EXCEPT BY A DULY FILED AMENDMENT. PURCHASERS MAY PAY DIFFERENT PRICES FOR SIMILAR INTERESTS. THE EFFECT OF THIS IS SET FORTH ON PAGE 11.

THE ATTORNEY GENERAL OF THE STATE OF NEW YORK  
DOES NOT PASS ON THE MERITS OF THIS OFFERING

FIRST AMENDMENT TO OFFERING PLAN  
DATED JULY 29, 1974, OF  
RYAN HOMES, INC. FOR  
TOBEY WOODS CONDOMINIUM

The Offering Plan dated July 29, 1974, is amended as follows:

1. The Declaration, Bylaws and other required data were recorded in the Monroe County Clerk's Office on November 1, 1974, in Liber 4749 of Deeds, at Page 84.

2. As of the date of this Amendment, title to two units has been conveyed; four units are under contract for conveyance, and twenty-six units are unsold and are not under contract to sell.

3. For Units 17 through 32, the heating and air conditioning specifications as set forth on page C-12 of the Offering Plan are amended to read as follows:

Heating contractor will mark out job in accordance with Heating Plan. Heating outlet locations as shown on plan are approximate. Locations of thermostat, heat pump indoor and outdoor sections are up to the judgment of the heating contractor. Return air intakes may be placed on upper portion of inside walls for maximum efficiency.

Equipment shall be General Electric Weathertron Heat Pump Series (or equal) sized as per Rochester Gas and Electric specifications. Suffice to say that heat pump (heating/cooling) system is designed to provide 75°F indoor temperature regardless of season.

Thermostat shall be General Electric or equal.  
Power Humidifier shall be Aprilaire or equal.

Vent opening is to be provided for dryer in laundry area. Installation of owner's washer and dryer is not included.

Pittsford School	\$47.50	per \$1,000
State, Town and County	14.22	" "
Pittsford Fire	1.07	" "
S. Pittsford Water #1	.95	" "
Jefferson Heights Sewer	40.00	" unit
Pure Waters	31.00	" "

4. The price for the individual units as set forth at pages C-1 and C-2 of the Offering Plan, as amended by the First Amendment to the Offering Plan, are further increased as shown in Schedule A attached hereto.

5. There are no other material changes in fact affecting the Offering Plan or the Amendments thereto.

Dated: August 13, 1976

RYAN HOMES, INC.

By John H. Ryan  
John H. Ryan,  
President

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SCHEDULES

- A. Map of Surrounding Area and Facilities
- B. Site Plan with Unit Numbers
- C. Unit Numbers, Price, Percentage of  
Common Interest, Estimated  
Monthly Carrying Charges,  
Construction Data
- D. Description of Units and Facilities
- E. Estimated Expenses -- Condominium Services
- F. Insurance Coverage and Expenses  
None to be submitted
- G. Three Dimensional View of Typical Unit
- H. Floor Plan of Units
- I. Purchase Agreement
- J. Unit Deed
- K. Power of Attorney
- L. Mortgage -) None to be submitted because no
- M. Mortgage -) permanent mortgage commitment available
- N. Declaration
- O. By-Laws - Rules and Regulations
- P. Management Agreement
- Q. Opinions of Counsel

TOBEY WOODS CONDOMINIUM  
PLAN OF CONDOMINIUM OWNERSHIP

I. INTRODUCTION

A. Ryan Homes, Inc. (the "Sponsor"), a New York corporation, with this Offering Plan is offering for sale the thirty-two (32) residential one story townhouses (the "Units") being constructed in eight buildings on property as part of a condominium to be known as Tobey Woods Condominium. This Offering Plan and the accompanying documentation should be carefully studied by prospective purchasers and their attorneys prior to the purchase of a Unit.

B. If this Offering Plan is declared effective, the Sponsor will submit to Article 9-B of the Real Property Law of the State of New York (Condominium Act) the thirty-two residential units being constructed in eight buildings on the property known as Tobey Woods Condominium. The land and all improvements erected thereon are hereinafter referred to as the "Condominium."

C. The present owner of the property is Ryan Homes, Inc. There are no encumbrances on the property, except for public utility easements.

II. FEATURES OF CONDOMINIUM OWNERSHIP

As in the ownership of a private one-family home, the purchaser of a Unit (the "Unit Owner") owns his Unit in fee simple absolute. All Unit Owners will own in common all exterior walls, walls separating the Units and the courtyards from one another, roofs, land and improvements located outside of the Units and the land under the Units (sometimes referred to as common elements).

Title to all units also gives the Unit Owner irrevocably

exclusive use of the driveway immediately in front of each garage and any patio, porch, terrace, or atrium to which there is direct access from the interior of his unit. See Irrevocably Restricted Areas, Schedule N, Article II.

The Units can be purchased for all cash. If the Unit Owner desires to finance the purchase of the Unit by obtaining a mortgage loan, such mortgage loan must be obtained only from a bank, life insurance company or federal or state savings and loan association. The Unit Owner is free to negotiate his own financing with one of the foregoing institutions of his choice, inasmuch as Sponsor has not applied for a commitment for permanent mortgages on the individual Units. Should a purchaser have a doubt as to his ability to obtain a conventional bank mortgage, his purchase offer should contain such a contingency. (See page 18) The Unit Owner may mortgage his Unit at any time after he acquires the Unit in whatever amount and under whatever terms he can obtain, provided that the mortgage loan can only be taken from a bank, life insurance company, federal or state savings and loan association. Any Unit Owner may, however, upon the resale of his Unit, grant a purchase money mortgage to a purchaser of his Unit. No Unit is subject to the lien of a mortgage on any other Unit.

Each Unit will be taxed separately for real estate tax purposes and, therefore, no Unit Owner is liable for the payment of real estate taxes on any other Unit. In the opinion of counsel, a Unit Owner is presently entitled to deductions for income tax purposes for his payments for real estate taxes and interest on the mortgage of his Unit. Each Unit Owner can sell his Unit to whomever he desires subject to first refusal by the Board of Managers as set forth in the Declaration. A Unit Owner is required to pay his proportionate share of the maintenance and operation of the common elements as assessed by the Board of Managers.

Fire and liability insurance covering the common elements are included with other items as part of common charges, but fire and liability insurance for the purchaser's personal effects and the interior of the Unit should be carried by the individual purchaser. Common charges are levied in proportion to the interest in the "common elements" appurtenant to each Unit. For possible increases in common charges upon default in payment by a Unit Owner see Lien for the Payment of Common Charges, page 28.

Construction of the Units commenced in December, 1973, and closings to the Units are expected to commence in August, 1974.

### III. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

#### A. Location, Acreage and Zoning

The property is situated in the Town of Pittsford, Monroe County, New York, fronting on the southwesterly side of Tobey Road. The Condominium will consist of approximately ten (10) acres of land, with improvements thereon as described herein.

Located approximately one-half mile east of Clover Street, the property is within fifteen (15) minutes commuting time to Rochester by private transportation. There is no bus service within walking distance from the Condominium. The area in which the Condominium is located consists primarily of single family residences and undeveloped land, some of which is used for farming. The area was zoned "A" residential (Single Family Detached Housing) until June 12, 1973, when the zoning was changed to that of Planned Unit Development by the Pittsford Town Board. The resolution of the Town Board specifically permits the construction of Town Houses on this parcel.

#### B. Topographical Features

The Condominium property and surrounding area is fairly level with slight undulation and a creek along the western boundary, but no hills, valleys or other unusual



topographical features.

C. Improvements-General Description

The Condominium will consist of eight multi-family one-story buildings with basements. Each such building will contain four individual dwelling units with basement, two car attached garage and an enclosed yard area in the manner set forth in the Plot Plan attached hereto, which Plan was drawn by Sear-Brown Associates, P. C., Licensed Civil Engineers. The buildings will be of frame construction with concrete block common walls separating the Units in each building from one another. A more detailed description of the Unit and the common elements is contained in the Declaration attached hereto as Schedule N.

A three dimensional view of a typical Unit is attached hereto as Schedule G.

1. For a more detailed legal description of the Units, reference should be had to the Declaration attached hereto. (Article IV, ¶A and ¶B)

2. For a more detailed legal description of the common elements, reference should be had to the Declaration attached hereto. (Article I, ¶B)

3. The Units, the Buildings containing them, and all other improvements will comply with all applicable rules, regulations and laws and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction, and the Sponsor and all other persons engaged by the Sponsor in connection with this Plan have complied and will comply with all applicable laws, rules, regulations and other governmental requirements pertaining thereto. Before the closing of title to a Unit, a temporary or permanent Certificate of Occupancy will be issued for such Unit. At the time of closing of title to the first Unit, the construction

of all Units will not have been started. It is the intention of Sponsor to file the Declaration of Condominium and declare the Condominium effective after four Units have been sold. At this time, all four Units in the first building will have been substantially completed and ready for occupancy, with the possible exception of interior decorating which may be left to the discretion of the particular purchaser. At this same time, a second building will have reached the "shell" stage of construction, with complete basement, foundation, roof and exterior walls completed. These Units will be completed to the specifications of a particular purchaser, as purchase offers are executed. As a particular Unit is sold in the first building, it is Sponsor's intention to complete the corresponding Unit in the second building. As the Units in the various completed buildings are sold, Sponsor will commence the construction of additional buildings. It is Sponsor's intention to always have at least four Units in a substantially completed condition with only interior modifications and decorating to be completed. Sponsor does not intend to commence construction of a particular building or buildings so long as there are four or more Units which have been substantially completed but title to which has not been transferred. A similar staging of construction was utilized by Sponsor in the development of 3000 East Avenue Condominium which consists of three buildings, each containing three condominium units at 3000 East Avenue in the Town of Brighton, Monroe County, New York. Exterior painting and landscaping--in the area of each building--will be completed before the time of closing title to the last Unit in that building or within one (1) year of the completion of the exterior (but not interior) construction of said building, whichever is sooner, but in no event later than one(1) year from the completion of construction. A two car garage will be available for each Unit Owner at no

extra cost and will be part of the Unit. There is an open area of 4320 square feet containing approximately twenty-four outdoor parking spaces in the swimming pool area in addition to the garages. The surface of the parking area is blacktop.

A summary of the materials to be used and other construction data for a typical Unit is annexed hereto as Schedule C.

4. Recreational Facilities

The Condominium will contain an in-ground gunite swimming pool approximately six hundred (600) square feet in size with a surrounding patio area of approximately two thousand eight hundred (2800) square feet. There will be male and female dressing cabanas with toilet in a pool administration building and an outside shower facility.

5. Easements

All pipes, sewers, water mains, wires, conduits and public utility lines located within each Unit shall be owned by such Unit Owner. Any portion of such pipes, sewers, water mains, wires, conduits and public utility lines located in the common elements will be owned in common by the Unit Owners. Every Unit Owner shall have an easement in common with the owners of the other Units to maintain and use all pipes, sewers, water mains, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, sewers, water mains, wires, conduits and public utility lines servicing such other Units, and located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, sewers, water mains, wires, conduits and public utility lines located in any Unit and servicing any other Unit. The cost of such repairs shall

be a common expense. The Board of Managers shall have a right of access to all common elements for maintenance, repair or improvement whether such common elements are restricted or not.

6. Allocation of Percentages of Common Interest

Each Unit Owner shall have an undivided interest in the common elements which shall serve as the basis of the apportionment of the common charges as follows:

<u>Unit</u>	<u>Interest</u>	<u>Unit</u>	<u>Interest</u>	<u>Unit</u>	<u>Interest</u>
#1	3.12%	#12	3.27%	#23	2.72%
#2	3.39%	#13	3.12%	#24	3.27%
#3	2.72%	#14	3.39%	#25	3.12%
#4	3.27%	#15	2.72%	#26	3.39%
#5	3.12%	#16	3.27%	#27	2.72%
#6	3.39%	#17	3.12%	#28	3.27%
#7	2.72%	#18	3.39%	#29	3.12%
#8	3.27%	#19	2.72%	#30	3.39%
#9	3.12%	#20	3.27%	#31	2.72%
#10	3.39%	#21	3.12%	#32	3.27%
#11	2.72%	#22	3.39%		

The percentage of interest of each Unit in the common elements has been determined on the approximate proportion that the floor area of the Unit at the date of the Declaration bears to the then aggregate floor area of all the Units.

IV. SURROUNDING AREA AND FACILITIES

A. Zoning

The Condominium is located in an area that was zoned "A" residential (Single Family Detached Housing) until June 12, 1973, when the zoning was changed to that of Planned Unit Development by the Pittsford Town Board. The resolution

of the Town Board specifically permits the construction of Town Houses on this parcel. The neighborhood surrounding the Condominium property consists predominantly of single family dwellings and undeveloped farm land.

The zoning of the remaining property owned by Sponsor in the vicinity of the intersection of Tobey Road, Clover Street and Jefferson Road within the Planned Unit Development permits the construction of office and professional buildings, a small convenience service center with restaurant and shops, low rise apartment and senior citizen housing, all in addition to attached and detached single family housing. Sponsor has the intention to build, but does not represent that it will build, any of the aforementioned other structures, but in any event, Sponsor will apply to the Town of Pittsford for an appropriate building permit before commencing the construction of such other structures. No representation is made as to any future development by persons other than the Sponsor.

B. Municipal Services

The Condominium property is served by the Monroe County Sheriff's Office and Pittsford Volunteer Fire Department and ambulance service, both of which provide twenty-four hour protection.

The closest local bus system (Regional Transit System) is approximately 1.3 miles from the Condominium property. The Condominium property is approximately seven miles from downtown Rochester.

C. Shopping Centers

Pittsford Plaza, Wegman's Monroe Shopping Center, and Pittsford Village Shopping area are located with a distance of approximately 1 1/2 to 2 miles from the Condominium property.

D. Medical, Educational and Religious Facilities

A Pittsford elementary school (Barker Road School for grades K-6 and Barker Road Junior High School for grades 7-9) is located within approximately two miles of the Condominium property. A Pittsford public high school (Mendon Road Senior High School) is approximately two miles from the Condominium property. School bus service is presently provided for students at all schools. No representation is made by the Sponsor that the children of any Unit Owners will be entitled to attend any particular school. There are houses of worship for all major religious denominations within the Town of Pittsford and the nearby City of Rochester. There are several hospitals in the City of Rochester, the closest to the Condominium property being Strong Memorial Hospital, approximately seven miles away.

E. Sponsor's Future Development

The Sponsor presently intends, but is not obligated, to construct additional homes on certain property abutting the Condominium to the west. Such homes, if constructed, may be sold individually or as part of one or more condominiums or may, alternatively, be rented by the Sponsor. In the event all or part of such homes are actually constructed by Sponsor, its successor in interest or transferee, such owners will have sewer, water, electric, telephone and other utility easements through the Condominium.

V. SPONSOR'S OBLIGATION

A. Change in Price, Layout and Substitution of Materials

The Sponsor reserves the right, so long as a purchase agreement has not been executed for an unsold Unit, to change the size, layout, appliances, interior material or decoration for such Unit and as to the Condominium generally

the Sponsor reserves the right to change the size, number and location of the buildings and other improvements, provided such changes do not substantially change the common interest of any Unit to which title has been conveyed or for which a purchase agreement has been executed and is in effect. The common interest of a Unit is determined by the relationship that the approximate square footage of each Unit bears to all Units and, therefore, a material change in square footage would affect the common interest of the Units. A change in the common interest of any Unit shall be deemed substantial only if it would increase the estimated monthly maintenance charge of such Unit by more than \$5.00 over that set forth in Schedule C and then only as to any Unit, title to which has already been conveyed to a purchaser or for which a purchase agreement has been executed and is in effect.

The prices for these condominium interests may be changed so that purchasers may pay different prices for similar interests. During the initial effective period of this Offering Plan, prices for these Condominium Units may not be changed without the filing of an amendment to the Offering Plan.

Sponsor reserves the right to change the price of the Units at any time prior to the acceptance of a purchase offer.

Although the Sponsor intends to use the materials, fixtures, appliances and equipment described herein and in the building plans, the Sponsor reserves the right to substitute materials, fixtures, appliances and equipment of substantially equal quality for any of those set forth.

Each Unit Owner's share of the common elements will consist of an undivided interest therein as set forth in Article III, ¶C. 6. hereof, regardless of the purchase price

of his particular Unit.

B. Effective Date of the Condominium

The Condominium shall come into existence upon the recording of the "Declaration" and Exhibits and the filing of the "Plans", which shall occur when a purchase agreement has been entered into for the sale of four (4) Units. If on or before September 1, 1975, purchase agreements have not been entered into for four (4) Units, the Sponsor may declare the Plan abandoned and return all moneys. It is the intention of the Sponsor to build and sell the individual Units in accordance with the demand therefor. Construction of the first building commenced in December of 1973, and is expected to be completed by the end of June, 1974. The four Units in the first building will be completely finished, with the possible exception of interior decorating and will serve as models. At this time, the construction of the second building will have progressed to the point where the exterior and roof have been completed and it is Sponsor's intention to complete the interior of the Units in the second building as purchase offers are executed as spelled out hereinbefore in Article III, ¶C-3. Sponsor does not intend to commence the construction of any further buildings so long as there remain four substantially completed Units for which it has not received an unconditional executed purchase offer. Sponsor, however, represents that it will complete the construction of the 32 Units offered hereby.

C. Recordation, Inspection and Delivery of Documents.

A Declaration and By-Laws submitting the property to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") together with the floor plans and engineer's and tax authority certification required by Section 339-p of the Condominium Act will be recorded in the County Clerk's Office in Monroe County prior to closing of title to the first Unit. The Declaration and By-Laws



will not be amended so as to adversely affect the purchaser, so long as the power to amend rests with the Sponsor. The Condominium and all buildings and Units will comply with all the statutes and regulations applicable to Condominiums in the State of New York and the laws and regulations of all applicable governmental authorities, including but not limited to the Building Code of the Town of Pittsford.

At least seventy-two hours prior to the execution of any purchase agreement, Sponsor will deliver to the prospective purchaser copies of this Offering Plan, Declaration and Exhibits thereto, and the Purchase Agreement.

D. Expenses of Construction, Creation and Sale of the Condominium

All expenses in connection with the construction, creation and sale of the Condominium will be the obligation of the Sponsor, with the exception of closing adjustments referred to in Article VI, ¶D. and ¶E. and in the Purchase Agreement.

(Schedule I)

E. Obligations of the Sponsor

No bond or other security has been furnished to secure performance of the following obligations. All obligations pertaining to the common elements shall be enforceable only by the Board of Managers on behalf of the Unit Owners and not by the individual Unit Owners. During the time the Sponsor controls the Board, it is within its sole power to enforce the obligations of the Sponsor pertaining to the common elements and it may elect not to do so during such period. Upon the conveyance of title to the first Unit, Sponsor will deliver an undertaking to the Board of Managers, obligating the Sponsor to perform the following obligations:

1. After the recording of the Declaration and before the closing of title to the first Unit, any existing

mortgage affecting a Unit to be transferred will be satisfied, or released or extended and consolidated with individual permanent mortgages which will be placed on the Unit of those purchasers obtaining a purchase money mortgage. In addition, before the closing of title to the first Unit, all liens affecting the Condominium shall be paid and satisfied or the Unit being conveyed and its appurtenant common interest shall be released therefrom by partial release duly recorded.

2. The Sponsor will pay such common charge as may be assessed by the Board of Managers from time to time on all Units, title to which has not passed, until such Units are sold to bona fide purchasers. (See Article VI, ¶E)

3. The Sponsor will obtain a temporary or permanent Certificate of Occupancy for the Unit before the closing of title and will, at its own cost, perform any work and supply any materials necessary to obtain the Certificate, or to obtain any other permit or certificate required by law.

4. The Sponsor will pay all contractors, subcontractors and materialmen and all others involved in the construction of the Condominium for work performed and fixtures, material and equipment supplied or installed in the construction of the Condominium and will cause all mechanic's liens arising out of the construction of the Condominium or the furnishing or installation of fixtures or equipment, to be discharged promptly after the liens are filed.

5. Sponsor will diligently, expeditiously and at its own cost, complete construction of the Condominium substantially in accordance with the plans and specifications described herein and in accordance with the staging progress schedule set forth in Article III, ¶C. 3., and will diligently perform all of its obligations set forth in this Offering Plan.

6. The Sponsor will deliver to each Unit Owner

at the time he takes title to his respective Unit, contractors' roofing, plumbing and heating and air-conditioning warranties. The Sponsor will make periodic visits to the Condominium at reasonable intervals to correct any defects in the construction of a Unit or the common elements, or in the installation or operation of any mechanical equipment therein, due to improper workmanship or material substantially at variance with the Offering Plan provided and on condition that it is notified in writing of such defect(s) within one year from (a) the date of issuance of a temporary or permanent Certificate of Occupancy covering such Unit; provided, however, that if any such defect of a Unit can be detected only by occupancy of the Home, the Sponsor will correct such defect if notified in writing within one year from the closing of title to, or leasing of, such Unit; or (b) the date of substantial completion of the defective portion(s) of the common elements or the date of filing of the Declaration of Condominium, whichever is later, as the case may be. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications. The Sponsor makes no warranties as to appliances except that it will deliver to each purchaser the manufacturer's warranties thereon as set forth above. In no event will the Sponsor be responsible for the partial or total death of any trees, lawn, shrubs, bushes or other landscape improvements, nail pops, lumber shrinkage, normal settlement or any consequential damage resulting therefrom, normal plumbing and heating noises or carpet stretching. Subsequent to the conveyance of title to a Unit, the Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or countertops. The Sponsor has no obligation to make any repairs to the Units or the common elements except as expressly set forth in the Offering Plan.

7. The Sponsor will pay all expenses incurred

prior to the establishment of the Condominium in connection with the operation of the Condominium and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred or in connection with the sale of all the Units held or owned by the Sponsor and will pay all selling expenses including, but not limited to, advertising and printing costs, architect's fees, attorneys' fees, organization costs, engineers, appraisal, surveying fees and costs of filing this Offering Plan and amendments thereto.

8. The Sponsor has no obligation to defend any suits arising out of anything occurring prior to the recording of the Declaration, except claims arising out of the acts, omissions or representations of the Sponsor.

9. Within thirty days after the closing of title to the first Unit, the Sponsor will deliver a complete set of as built building plans to the Board of Managers.

10. Sponsor will deliver to Purchaser prior to closing, a certification by a licensed engineer or architect that construction is in accordance with the approved "as built" plans and specifications.

F. Unsold Units--Rights of Sponsor to Lease

Sponsor reserves the right to enter into leases with third parties for any unsold units in the Condominium. If a purchaser purchases a Unit which has previously been under Lease, he will be purchasing a Unit which has been previously occupied.

G. Control by Sponsor

The Sponsor, as owner of unsold Units, will have voting control of the Board of Managers until the transfer of title to seventeen Units, but in no event after three years from the date of the recording of the Declaration. The Sponsor, during this indeterminate period, thus will have control of

maintenance, facilities and services to be provided and will determine the common charges to be paid by all Unit Owners, including the Sponsor, and the enforcement of the Sponsor's obligations.

The detailed provisions for the management of the Condominium are set forth in the By-Laws. (Schedule O) The By-Laws contain provisions, among others, dealing with the election of the Board of Managers and Condominium Officers, powers of the Board of Managers, voting rights of Unit Owners, assessment of common charges, foreclosure of liens for non-payment of common charges, management of the Condominium and the use of the Units. The By-Laws provide that the Condominium shall be governed by the Board of Managers, but that the Board of Managers shall have the right to designate Committees or a Managing Agent to carry out such function.

H. Financing Procured by Sponsor

The Sponsor at present has no commitment from any institutional lender for construction or permanent financing as of the date of presentation of this Plan. In the event Sponsor obtains construction financing from any lender, any lien arising out of such financing will be satisfied and discharged of record prior to or simultaneously with the closing of title to any Unit affected thereby. Purchasers should obtain their own permanent mortgage financing, if required, before signing a purchase agreement. No representation is made by the Sponsor as to the terms, conditions or availability of any permanent mortgage financing.

VI. SALE OF UNITS

A. Purchase Agreement and Payments

The sales prices at which the Units are being offered varies from \$71,400.00 to \$94,600.00 in accordance with

the size, style and location of the Units. These prices are shown in detail in Schedule C. The Sponsor reserves the right to change the sales prices. However, no price will be increased during the initial offering period, except by a duly filed amendment to this Offering Plan. Any such change will not affect the common interest of the Unit. However, some purchasers may pay less or more for the same model Unit. Any person may accept such offer of sale by entering into a purchase agreement with the Sponsor. The agreement provides that the purchaser will purchase from the Sponsor a designated Unit in Tobey Woods Condominium described in the Declaration creating such Condominium. Upon signing the purchase agreement, the purchaser shall make a down payment of 10% of the total price of his Unit, or more depending upon the stage of construction, as follows: 20% when basement wall has been completed; 45% when roof is on; 70% when drywall stage has been completed; and the balance by certified or bank cashier's check on closing of title. The stage of construction shall be certified by a licensed architect.

B. Trust Funds

The Sponsor will hold all monies received directly or through its agents or employees in trust until actually employed in connection with the consummation of the transaction herein described. Such funds will be held as trust funds pursuant to Section 352-h of the General Business Law, in a special account in the Marine Midland Bank-Rochester, One Marine Midland Plaza, Rochester, New York. Upon receipt of such funds, or after credit approval of the purchaser by any lending institution, if the purchase agreement is conditioned upon purchaser obtaining a purchase money mortgage, such funds may be applied by the Sponsor, in its sole discretion before closing of title, solely towards the construction costs of the Condominium and the costs of the establishment of the Condominium and sale thereof, which costs shall not

include repayment of any loans or obligations due to the Sponsor or any affiliated person or entities. The signature of E. Garrett Cleary, Esq., 19 West Main Street, Rochester, New York, as attorney for the Sponsor, shall be required to withdraw any of such funds. The balance of such funds, if any, remaining in the trust account will be payable to the Sponsor after the closing of title to the Unit covered by the purchase agreement. In the event of default by the purchaser under such purchase agreement, which default continues for ten days after notice of such default from the Sponsor to the purchaser, the down payment may be released to the Sponsor from the account as liquidated damages and thereafter neither party shall have any rights or obligations against or to the other. IF THIS OFFERING IS NOT CONSUMMATED FOR ANY REASON, YOU MAY LOSE ALL OR PART OF YOUR INVESTMENT.

C. Closing of Title to Units

Upon full payment of the purchase price, in cash, the purchaser will receive a warranty deed containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law, which will convey good and marketable title to him of fee ownership in the Unit and such percentage of the common interest in the common elements as is set forth in Schedule C-1 free and clear of all liens and encumbrances other than:

1. The state of facts of the property as shown on a survey made by Sear-Brown Associates, P.C., Licensed Civil Engineers and Surveyors, dated November 29, 1973, and any additional state of facts which a subsequent survey would show provided such additional state of facts would not render title unmarketable, and any state of facts which an accurate survey of the Unit would show, provided such state of facts would not render title unmarketable;

2. All of the terms, covenants and conditions of the Declaration, the By-Laws and the building plans as they are

subsequently filed or recorded and the Offering Plan;

3. Current real estate taxes not yet due and payable;

4. Franchise taxes of the Sponsor or of any corporation in the chain of title provided that a title company licensed to do business in the State of New York is willing to insure that such taxes will not be collected out of the Unit or the common elements;

5. Zoning regulations and ordinances and any amendments thereto now or hereafter adopted. The Sponsor has been advised by its counsel that in counsel's opinion neither the Units nor their proposed uses violate any of such zoning regulations and ordinances;

6. Public utility easements of record.

- a. Easement to Town of Pittsford by instrument dated December 18, 1973, and recorded in Monroe County Clerk's Office January 9, 1974, in Liber 4584 of Deeds, page 216.
- b. Easement to Rochester Gas and Electric Corporation and Rochester Telephone Corporation by instrument dated January 29, 1974, and recorded January 30, 1974, in Monroe County Clerk's Office in Liber 4594 of Deeds, page 9.
- c. Easement to Rochester Gas and Electric Corporation and Rochester Telephone Corporation by instrument dated January 29, 1974, and recorded January 30, 1974, in Monroe County Clerk's Office in Liber 4594 of Deeds, page 12.

7. All easements set forth in the By-Laws and Declaration and in the Offering Plan and purchase agreement including:

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

b. Easements in favor of the Board of Managers



to have a right of access to the Units and to the common elements to inspect, maintain, or repair or to make repairs to the Unit to prevent damage to the common elements or any other Units;

c. Easements in favor of those Units having restricted use to portions of the common elements;

d. Easements for the continuance of encroachments on the Unit and on the common elements by other Units or portions of the common elements, now existing by reason of the construction of the Units, or hereafter occurring by reason of the settling or shifting of the Units, or by reason of the repair and/or restoration by the Board of Managers of the Units or such other Units or such common elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the common elements made by the Board of Managers, so that any such encroachments may remain as long as the Units stand.

8. Easements in favor of the Sponsor and any subsequent owner of the area adjoining the Condominium which is now owned by Sponsor, to have a right of access to such area and to permit the installation, maintenance and repair of utilities.

The Sponsor has been advised by its Counsel that in Counsel's opinion, none of the exceptions to title hereinbefore set forth are of a serious nature or should discourage a willing purchaser from purchasing any Unit or should affect the saleability of any Unit. However, the underlying documents concerning the exceptions will be available to purchaser's attorneys at the office of the Sponsor prior to the execution of the purchase agreement.

An owner's title policy from Title Guarantee Company insuring the interest of the purchaser shall be made available to and may be purchased at closing and delivery of

the deed at the purchaser's expense. (The rates of Title Guarantee Company are \$4.80 per \$1,000.00).

A date for the closing of title will be set by the Sponsor in accordance with the purchase agreement. The closing of title to the first Unit is expected to occur in 1974. Such closing, however, will only take place after or simultaneously with the happening of the following events:

1. The issuance of a permanent or temporary Certificate of Occupancy.
2. The purchaser shall execute an instrument in the form annexed to the purchase agreement designating the Board of Managers as his attorneys in fact, coupled with an interest for the purpose of managing, selling, mortgaging, leasing, voting or otherwise dealing with any Units acquired by the Board of Managers in accordance with any of the provisions of the By-Laws.
3. The Unit and its undivided interest in the common elements shall not be subject to the lien of any mortgage at the time of closing except any mortgage requested by the purchaser at the time of closing representing a purchase money mortgage or mortgages taken by the purchaser.
4. If so requested by the purchaser, Title Guarantee Company will agree to insure that such purchaser has good and marketable fee title in the Unit, free and clear of all liens and encumbrances except those set forth on pages 20 to 22 of this Offering Plan, and subject to the provisions of the Declaration and By-Laws and any mortgage executed by the purchaser and that the Condominium was validly formed pursuant to Article 9-B of the Real Property Law.
5. Purchaser shall receive sub-contractors' warranty certificates for heating, plumbing, air-conditioning and roofing.

D. Closing Costs and Adjustments

The estimated closing costs and expenses to be borne by each purchaser are as follows:

1. Fee title insurance charges, if ordered, in accordance with the schedule of rates set by Title Guarantee Company, or in the alternative where a mortgage title policy is simultaneously issued the reduced rates set by the title company (assuming a fee title of \$88,500, the premium for a fee policy will be \$334.50 net; if a mortgagee policy of \$50,000 is issued simultaneously, the additional premium would be \$43.35 net)

2. Recording fee for recording the deed of \$7.00.

All real estate taxes, charges made by Monroe County Water Authority, Monroe County Pure Waters Authority or water pollution control charges shall be adjusted as of the closing date. In addition, purchaser shall pay at closing his prorated share of the common expenses assessment as provided for in Article XI, paragraph D. of the Declaration and in the Offering Plan under Article VI, paragraph E. hereof.

In addition, should the purchaser elect to obtain a purchase money mortgage he may be required by the lending institution to deposit monthly with the lending institution commencing with the closing date a deposit towards the payment of real estate taxes, which amount is a multiple of one month's real estate taxes, and will vary with the closing date.

Each purchaser shall be responsible for the payment of fees of his own attorney.

The Sponsor anticipates that the only items which will be apportioned at the closing of title to Units will be real estate taxes and common charges if they have been declared by the Board of Managers. In addition to the closing costs set forth above, at the time of closing of title to the Unit the purchaser shall contribute \$150.00 to the Condominium as initial working

capital. In the event there are any other items which are to be apportioned at closing, the Sponsor will advise the purchaser of such items at least ten days before the closing. The closing date will be the date set forth in the purchase agreement or such other date as may be mutually agreed upon by the parties, but in no event more than five days after the issuance of a temporary or permanent certificate of occupancy.

E. Common Charges and First Year's Operational Expenses

The Board of Managers shall from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and any supplement thereof to each Unit Owner. Based upon such budget and any modifications thereof approved by the Board of Managers, the Unit Owners will be assessed for the cost of the operation of the Condominium in accordance with their interest in the common elements. The charges assessed by the Board of Managers (common charges), in addition to the actual and estimated cost of maintenance, management, operation, repair and replacement of the common elements, utility services for the common elements, casualty and liability insurance premiums, and other normal operational costs, may include, in the discretion of the Board of Managers, reserves, working capital, and other sums necessary to carry on the administration affairs of the Condominium. Such assessments (both regular and special) shall be due and payable on the first day of the month following their adoption by the Board of Managers.

The Condominium will not have working capital upon its organization except \$150.00 contribution required from each purchaser upon the closing of title to his Unit. The Board of Managers will commence the collection of common charges upon the closing of title to the first Unit in an amount no greater than

as set forth herein and only in such amount as will be necessary to carry out the duties of the Board of Managers as set forth in this Offering Plan, and such common charges shall be paid by the Unit Owners and the Sponsor as owner of the unsold units in accordance with the common interest set forth herein. Such common charges shall include an apportioned share of the real property taxes for the Condominium property until the Units are separately assessed and taxed by the taxing authorities. It is not anticipated that any common charges will be made for contingencies during this period, and as a result, it is not expected that there will be any build-up in the Condominium account.

The Sponsor, as to all unsold Units, and each purchaser as to his own Unit, will pay such common charges at the time the same become due in accordance with the Bylaws as from time to time are declared by the Board of Managers, but such common charges will be declared at least once annually. Such common charges will represent the estimate of the Board of Managers as to the actual cash requirements for the maintenance and operation of the Condominium and may vary from time to time so as to be more or less than the estimates given in this Offering Plan for full occupancy, depending upon the state of the economy and the number of occupied Units in the Condominium.

The estimates of real estate taxes and Condominium expenditures in Schedules C and E were made by John H. Ryan, President of the Sponsor, who is a licensed real estate broker and who is engaged in similar development in the past in the area. In the preparation of such estimate of real estate taxes, he has consulted with the Town Assessor of the Town of Pittsford. Although the Sponsor is of the opinion that such estimates are accurate and reasonable, they are not intended and cannot be construed as an assurance of the actual expenses and are merely based upon information available at this time.

It is presently anticipated that the common charges are to be used primarily to pay for fire and other casualty insurance, public liability, and property damage insurance on the Units and the common elements and for maintenance costs (including plumbing stoppages and electrical defects), refuse removal, electric charges, water charges, snow removal, grass cutting, landscaping, repair, painting and maintenance insofar as all of the foregoing pertain to the common elements (including the exterior walls of the Units and their roofs and all walls separating the Units from one another), and a reserve for future contingencies and operation of the Condominium. The common charges do not include maintenance, repairs, or decoration to any or all of the Units or portions thereof including the courtyards, payments required pursuant to the terms of the Unit Owner's mortgages and real estate taxes covering the individual Units, but do include water charges for the individual Units.

Where a Unit is damaged by casualty and in the event the proceeds of insurance are not sufficient to cover the repair of the damage, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Unit will be a common charge to all Unit Owners. The Board of Managers determines the amount of blanket casualty insurance covering all Units (the cost of such insurance is part of the common charges) and reviews the amount of such coverage annually.

The estimated common charges and other costs of maintenance of the Units are set forth on Schedules C and E. These charges and costs will be due and payable on the first day of the month following their adoption by the Board of Managers and shall be collected by the Board of Managers. However, additional services which the Unit Owners may desire or other factors can increase these charges.

The common charges will be placed in an account in the name of the Board of Managers in the Marine Midland Bank-Rochester, Rochester, New York.

VII. OBLIGATIONS OF UNIT OWNERS

A. Common Charges - Assessment and Collection

Each Unit Owner shall be liable for a share of the common charges, based upon his percentage of common interest. The Declaration provides for the assessment and collection of these charges and a description of the obligation of the Unit Owner in reference to these charges is set forth in Article VI, ¶E. (Schedules C and E)

B. Liens for Non-Payment of Common Charges

Under the Real Property Law of the State of New York, the Board of Managers on behalf of the Unit Owners shall have a lien against each Unit for its unpaid common charges and legal interest thereon prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. The Board of Managers may foreclose the lien in the same manner as a mortgage on real property and in doing so shall be entitled to recover all costs incurred including reasonable attorney's fees. A Unit Owner may not exempt himself from liability for his common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his Unit. Upon a resale, the purchaser of a Unit shall be liable for the payment of unpaid common charges assessed against such Unit prior to the acquisition of such Unit by the purchaser. In the event of a foreclosure by the Board of Managers of its lien on any Unit for unpaid common charges where the proceeds of the foreclosure sale are not sufficient for the payment of such unpaid common charges, the unpaid balance shall be charged to all Unit Owners as a common expense.

See Par 11 B  
of our contract  
to purchaser  
which says  
seller must  
advise that  
all bills are  
paid

C. Sale or Lease of Units

The sale, voluntary transfer, conveyance, lease or mortgage of Units is restricted as follows: No Unit Owner may dispose of a Unit or any interest therein by sale, voluntary transfer, conveyance or lease without first giving to the Board of Managers of the Condominium an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered by the proposed purchaser or lessee. The Board of Managers shall have the right to purchase or lease on behalf of remaining Unit Owners or may present a substitute purchaser or lessee.

For a complete detailed examination of the procedure applicable in the event a Unit Owner desires to sell, transfer, convey, lease or mortgage his Unit, reference should be made to Article VI of the Declaration.

D. Mortgage of Units by Unit Owners

The Declaration does provide that a Unit Owner may obtain a first mortgage on his Unit from a bank, life insurance company or federal or state savings and loan association but not otherwise without the approval of the Board of Managers. The Declaration also provides that an owner of a Unit may take back a purchase money mortgage upon a resale of a Unit and that the Sponsor may take back a purchase money mortgage upon the initial sale of a Unit.

E. Repairs, Alterations and Improvements to Units

The responsibility of the Unit Owner shall be to maintain, repair and replace at his expense, all portions of the Unit, including, but not limited to foundation, floors, walls, ceilings, conduits, ducts, plumbing, water service inside Unit area, wiring, exterior steps, garage, landscaping and all other required maintenance work on the entire Unit area apart from the interests in, and portions designated as, common elements.



F. Real Estate Taxes

In accordance with the New York State Condominium Act, there will be a real estate tax applicable to each individual Unit collectible from each individual Unit Owner. The estimated monthly costs and charges to be incurred by the owner of each Unit in the first year in which the property will be fully subject to real estate taxes together with estimated insurance costs for the fire and liability insurance on each Unit and the monthly mortgage and other carrying costs are set forth in Schedules C, E and F. Estimated assessed valuation is based upon similar residential communities located in the Town of Pittsford, Monroe County.

Current tax rates for 1974 (school fiscal year 1973-74) are approximately as follows: Pittsford School - \$38.28 per \$1000; State, Town & County - \$15.05 per \$1000; Pittsford Fire - \$1.15 per \$1000; S. Pittsford Water # 1 - \$1.12 per \$1000; Jefferson Heights Sewer - \$35 per Unit; Pure Waters - \$31 per Unit.

This estimate of projected taxes has been prepared by the Sponsor with the assistance of the Pittsford Tax Assessor and cannot be construed as an assurance of the final tax costs, but is merely an estimate based upon information available at this time.

G. Income Tax Opinions

The Sponsor has been advised by its Counsel that each Unit Owner will be entitled under present law to a deduction for Federal and New York State income tax purposes for the real estate taxes paid by him covering the Unit and for the interest paid by him on any mortgage covering the Unit. Similarly, the Sponsor has been advised by Counsel that certain Unit Owners who are veterans of the United States Armed Forces may be entitled to exemptions covering part of the real estate tax

assessments applicable to their respective Units. The Sponsor has been advised by its Counsel that any taxable gain or income realized by the Board of Managers will be taxable to the Unit Owners or the Condominium. If the Board of Managers is required to pay taxes, the amount thereof will be levied as an additional common charge. The amount of estimated tax deductions for the first year as set forth on Schedule C has been computed by the Sponsor with the assistance of the Pittsford Tax Assessor and has not been passed upon by Sponsor's counsel. No warranty or representation is or can be made by Sponsor or any other person that the United States Treasury Department or the New York State Department of Taxation and Finance will allow the aforementioned deductions and neither the Sponsor nor its Counsel shall be liable if for any reason it shall be held that Unit Owners are not entitled to such deductions or the veterans exemptions aforementioned. (See Schedule Q)

H. Other Liens

Section 339-1 of the Real Property Law provides that labor performed on or materials furnished to a particular Unit shall not be the basis for the filing of a lien pursuant to Article TWO of the Lien Law against the Unit of any Unit Owner not expressly consenting to or requesting the same, except in the case of emergency repairs.

I. Compliance with Terms of Declaration, By-Laws and Rules and Regulations of Condominium

Each Unit Owner shall be governed and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations adopted thereunder as they may be amended from time to time. (By-Laws and Rules and Regulations are Exhibit B to the Declaration)

VIII. MANAGEMENT AND OPERATION OF CONDOMINIUM

A. Board of Managers

The Condominium shall be governed by a Board of Managers consisting of not less than three nor more than thirty-two persons elected in the manner prescribed in the By-Laws. (Article II, ¶A)

B. Management and Other Contracts

Prior to the recording of the Declaration, the Board of Managers will enter into a management contract with John H. Ryan, Broker. Mr. Ryan is the President and principal stockholder of the Sponsor. The contract will run for a period of three years commencing with the closing of title to the first Unit and provide for an annual payment of \$3,100.00 during the first year; an annual payment of \$4,650.00 during the second year; and an annual payment of \$6,200.00 during the third year. (There are no suggested rates for condominium management by the local real estate board) See Schedule P for a copy of the management contract which the Board of Managers will execute on behalf of the Condominium. As managing agent of the Board of Managers, Mr. Ryan will bill and collect common charges, hire and fire employees, supervise alterations and repairs, maintain the Condominium books and records, advise the Board of Managers regarding its proposed annual budget, engage independent public accountants to prepare an annual balance sheet and profit and loss statement for the Condominium, purchase supplies for the Condominium, and generally perform the duties of a managing agent for residential property. Performing these duties, the managing agent may engage contractors on behalf of the Board of Managers for the purpose of carrying out the maintenance and repair of the common elements. At the present time, no contracts have been entered into with contractors for these purposes, but the estimate of income and expenses for the first year of operation makes reasonable provision for such contracts.

C.       Repairs, Alterations and Improvements to  
Common Elements

The actual cost of all maintenance, management, operation, repair and replacement of the common elements shall be a common expense, including but not limited to, the cost of maintenance and repair of exterior walls of the Units and their roofs, including any courtyard or atrium walls or fencing. The Board of Managers may establish a reserve for contingencies to cover unforeseen repairs and create the same out of common charges.

The Board of Managers has a right of access to each Unit for maintenance, repair or improvements of the pipes, sewers, water mains, wires, conduits and public utility lines located in any Unit and servicing any other Unit. All irrevocably restricted common elements shall be maintained and repaired by the Unit Owner to whom such common element is restricted in use. However, the Board of Managers shall repair and replace any pipes, wires, conduits and public utility lines located underground or overhead of any irrevocably restricted common element except where such repair or replacement is necessitated because of the negligence, misuse or neglect of the Unit Owner to which the common element is restricted in use, in which event such Unit Owner shall make such repairs or replacements at his own expense.

D.       Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, insurance coverage insuring the structures and all other insurable improvements upon the land, including common elements and all individual units, and improvements and betterments, and all personal property as may be owned by the Condominium in an amount equal to the maximum insurable replacement value thereof as determined annually by

the insurance company affording such coverage, but at the inception of the Condominium in an amount of not less than \$280,000.00. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Condominium structures, including but not limited to, vandalism, malicious mischief, windstorm and additional perils.

Insurance covering public liability and property damage shall be provided in such amounts and in such forms as shall be required by the Board of Managers, but in no event less than \$500,000.00 for bodily injury to one person per occurrence; \$1,000,000.00 for aggregate bodily injury to all persons per one occurrence and \$250,000.00 property damage per occurrence; including, but not limited to, hired automobile, non-owned automobile and off-premises employee coverage (if there are any employees).

In the event workmens compensation insurance is required by law for the Condominium, a workmens compensation policy meeting those requirements shall be procured.

All liability insurance will contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

With the exception of the insurance furnished by the Sponsor during construction, all insurance policies upon the Condominium (with the exception of the policies purchased by Unit Owners themselves as outlined in the following paragraph) shall be purchased by the Board of Managers for the benefit of the Unit Owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of the certificates of insurance with mortgagee endorsements to the

holders of first mortgages on the Units or any of them, and shall provide that the insurer waives its right of subrogation as to any claims against Unit Owners, the Board of Managers and their respective employees, agents and guests. Such policy will also contain waivers of invalidity on account of acts of the insured, and ten days notice prior to any cancellation of any such policy. Each Unit Owner shall have delegated to the Board of Managers his right to adjust with insurance companies all losses under policies purchased by the Board of Managers of the Condominium except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of the Unit Owners. The policy obtained by the Board of Managers shall contain an endorsement providing that there shall be no pro-rata reduction of recovery on account of insurance obtained by Unit Owners.

Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability and additional insurance required by law, if any, but all such insurance shall contain the same waiver of subrogation as that to which reference is made above, and may be obtained from the insurance company from which the Board of Managers obtains coverage against the same risk, liability or peril, if the Board of Managers has such coverage. To the extent that a Unit Owner obtains coverage for any risk related to his Unit or Condominium property from an insurer other than the Condominium's insurer, he shall provide current certificates of coverage and deliver them to the Board of Managers.

Premiums upon insurance policies purchased by the Board of Managers shall be paid by the Board of Managers and charged as common expenses, provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others.

The Board of Managers will arrange for repair of the Units in the event of casualty loss, unless at a meeting of

the Board of Managers the Condominium Declaration is terminated. In the event the insurance proceeds are not sufficient to defray the cost of reconstruction and repair to the Units, the balance of the cost of such reconstruction and repair or the estimate thereof will be assessed against all Unit Owners. In the event of a casualty loss, the Unit Owner will continue to pay the common charges on his Unit.

E. Units Acquired by Board of Managers

All Units which are acquired by the Board of Managers, or its designee, shall be held by it on behalf of all Unit Owners, whose respective interests shall be in proportion to the common interests of such Unit Owners and the votes appurtenant to such Units shall be cast by the Board of Managers or its designee at all meetings of the Unit Owners, except that the Board will not vote such interests in any election of members of the Board.

F. Liability of Board of Managers and Unit Owners

In order to limit the liability of the Unit Owners, any contract, agreement or commitment made by the Board of Managers shall state that it is made by the Board of Managers as agent for the Unit Owners as a group only and that no member of the Board of Managers nor individual Unit Owner shall be liable for such contract, agreement or commitment except that every Unit Owner shall be liable to the extent that his proportionate interest in the common elements bears to the total liability under such commitment. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for willful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the Board of Managers in accordance with their duties as such member except for acts of willful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however,

be limited to the extent that his proportionate interest in the common elements bears to the total liability of the member of the Board of Managers.

G. Termination of Condominium

The Condominium shall be terminated, voluntarily or involuntarily, only in accordance with the Declaration and in accordance with the Condominium Act. The Declaration provides for voluntary termination upon the affirmative agreement of twenty-five (25) of the Unit Owners and, if the Unit is mortgaged, the agreement of the first mortgagee.

H. Reports to Unit Owners

All Unit Owners will receive annually, copies of an annual report of the Condominium including a balance sheet and profit and loss statement certified by an independent public accountant, a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of an annual Unit Owners Meeting.

IX. GENERAL INFORMATION

A. Sponsor

The Sponsor is a New York corporation whose stock is owned by an individual engaged in the development and construction business. The present stockholders are John H. Ryan and his immediate family (wife and minor children.) Mr. Ryan is president of the company. The entire project will be constructed by the Sponsor. Mr. Ryan has been active in the construction of luxury residential real estate, and in other areas of the developing, building, and real estate industries in the Rochester area since 1952. Among his more recent projects are the majority of homes on Countryside Road, Perinton, Monroe County, New York; the development and construction of South Pittsford Hill; development and construction of Tobey Estates, both in the



Town of Pittsford, Monroe County, New York; and the development of 3000 East Avenue Condominium, Town of Brighton, Monroe County, New York. 3000 East Avenue Condominium was developed in 1973, and consisted of three buildings containing nine separate units in the \$70,000 to \$125,000 range. Eight of these nine units have been sold prior to the commencement of construction of this Condominium.

B. Pending Litigation

At the date of this Offering Plan, there is no litigation pending against the Condominium or the Sponsor or any other party which would affect their ability to perform their obligations relating to this Offering, or which would in any way affect this Offering.

C. Profit

Although it is impossible to estimate the profits of the Sponsor in the construction of this Condominium because of many contingent factors, it is anticipated that the Sponsor will make a substantial profit in the construction and sale of the Units.

D. Non-Discrimination

The Sponsor will construct the Condominium units and offer them for sale without discrimination on the basis of race, color, creed or national origin.

E. Plan as Fair Summary

This Plan contains a fair summary of the pertinent provisions of the various documents referred to herein and does not knowingly omit any material fact or contain any untrue statement of a material fact relating to the Offering. Any information or representation made, not contained in this Offering Plan must not be relied upon.

The purchase agreement may be modified with the consent of the Purchaser and the Sponsor, but only in writing.

The Sponsor reserves the right, as long as a purchase agreement has not been executed for an unsold Unit, to change the size, layout, appliances or interior material or decoration for such Unit where so requested by a prospective purchaser.

In accordance with Section 352 e. 9. of the General Business Law, copies of this Plan and all documents referred to herein shall be kept on file at the office of the Sponsor, 26 State Street, Pittsford, New York 14534, and made available to all persons who have purchased any security offered by this Plan or have participated in the offering of such securities for a period of six years.

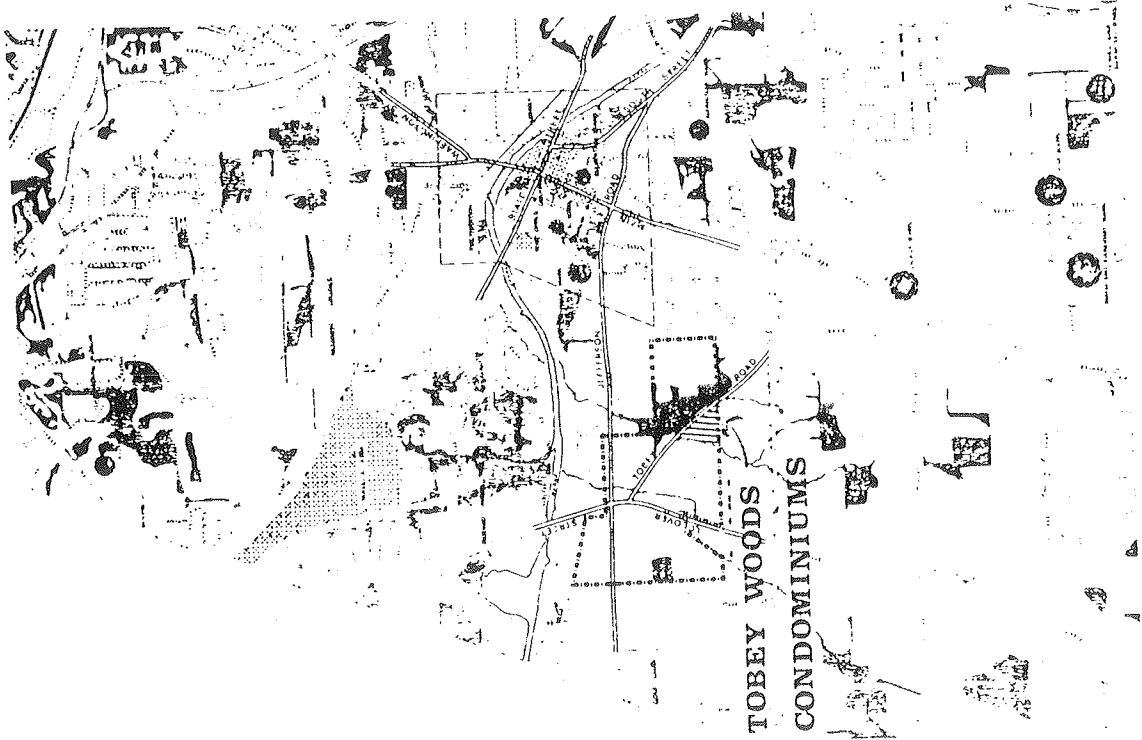
This Plan may not be modified orally.

Dated: July 29, 1974

RYAN HOMES, INC.

By John H. Ryan  
John H. Ryan  
President

SCHEDULE A

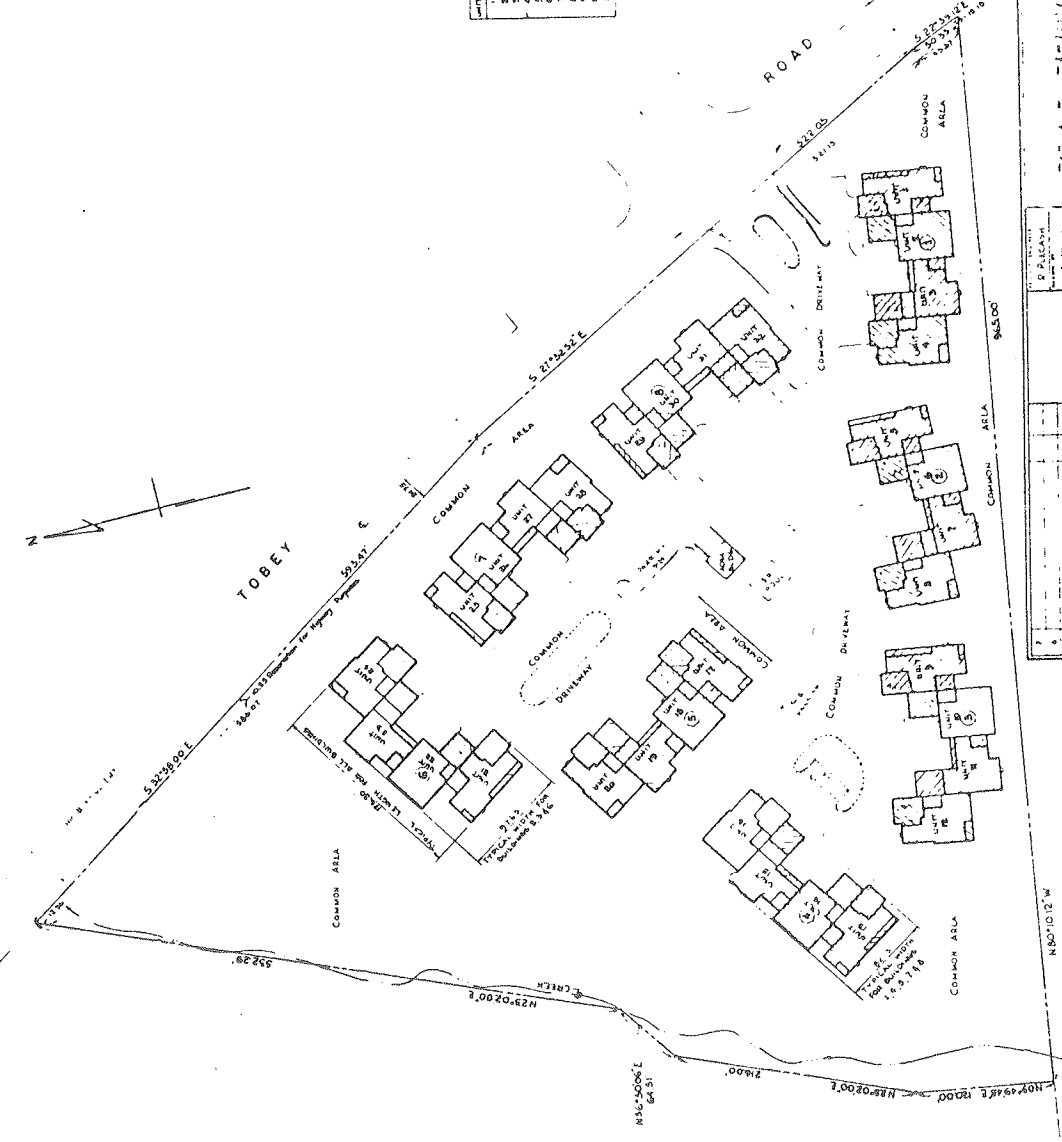


"A"

SCHEDULE B

UNIT NO.	TENANT ACCOUNT NO.	TOTAL ACCOUNT NO.	TOTAL ACCOUNT NO.
1	101	101	101
2	102	102	102
3	103	103	103
4	104	104	104
5	105	105	105
6	106	106	106
7	107	107	107
8	108	108	108
9	109	109	109
10	110	110	110
11	111	111	111
12	112	112	112
13	113	113	113
14	114	114	114
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Unit numbers and floor approval for address  
 1. Common area and land for use  
 2. Indicate building  
 3. Shaded areas indicate unshaded areas



TOBEY WOODS CONDOMINIUM  
 PLOT PLAN  
 TOWN OF PITTSFORD, MONROE CO. N.Y.  
 1789.01-10  
 24 STATE ST.  
 PITTSFORD, N.Y.

D. P. KILPATRICK  
 J. M. KILPATRICK  
 PRESIDENTS  
 17.50  
 24.00

May 20, 1974

Tobey Woods Condominium

Schedule Showing Unit Number, Price, Size, and Percent of Common Interest

Unit No.	Price	Sq. Feet	Percent	Unit No.	Price	Sq. Feet	Percent
1	\$81,400	1,744	3.12	17	\$84,000	1,744	3.12
2	87,800	1,889	3.39	18	88,700	1,889	3.39
3	75,300	1,517	2.72	19	75,400	1,517	2.72
4	87,000	1,823	3.27	20	92,300	1,823	3.27
5	87,400	1,744	3.12	21	87,400	1,744	3.12
6	92,300	1,889	3.39	22	89,700	1,889	3.39
7	77,400	1,517	2.72	23	72,800	1,517	2.72
8	90,500	1,823	3.27	24	84,400	1,823	3.27
9	87,400	1,744	3.12	25	84,000	1,744	3.12
10	93,500	1,889	3.39	26	80,000	1,889	3.39
11	78,400	1,517	2.72	27	72,400	1,517	2.72
12	93,300	1,823	3.27	28	80,500	1,823	3.27
13	90,400	1,744	3.12	29	85,400	1,744	3.12
14	94,600	1,889	3.39	30	85,400	1,889	3.39
15	78,900	1,517	2.72	31	71,400	1,517	2.72
16	91,400	1,823	3.27	32	85,400	1,823	3.27

Estimated Individual Expenses  
for the First Full Year at  
Tobey Woods Condominium

Unit & (1) House Number	Price (2)	Down Payment (3) On Execution of Purchase Agreement	% of (4) Common Interest	Estimated (5) Monthly Common Charges	Estimated (6) Monthly Real Estate Taxes (Deductible)	Total (7) Estimated Monthly Carrying Charges
1	\$81,400	8,140	3.12	96.20	\$ 192.25	\$288.45
2	87,000	8,700	3.39	104.52	203.83	308.35
3	75,500	7,550	2.72	83.87	171.83	255.70
4	87,000	8,700	3.27	100.82	202.42	303.24
5	87,400	8,740	3.12	96.20	196.83	293.03
6	92,300	9,230	3.39	104.52	208.92	313.44
7	77,400	7,740	2.72	83.87	175.58	259.45
8	90,500	9,050	3.27	100.82	207.50	308.32
9	87,400	8,740	3.12	96.20	196.83	293.03
10	93,500	9,350	3.39	104.52	208.92	313.44
11	78,400	7,840	2.72	83.87	175.58	259.45
12	93,300	9,330	3.27	100.82	207.50	308.32
13	90,400	9,040	3.12	96.20	196.83	293.03
14	94,800	9,480	3.39	104.52	208.92	313.44
15	78,900	7,890	2.72	83.87	175.58	259.45
16	91,400	9,140	3.27	100.82	207.50	308.32
17	84,000	8,400	3.12	96.20	196.83	293.03
18	88,700	8,870	3.39	104.52	208.92	313.44
19	75,400	7,540	2.72	83.87	175.58	259.45
20	92,300	9,230	3.27	100.82	207.50	308.32
21	87,400	8,740	3.12	96.20	192.25	288.45
22	89,700	8,970	3.39	104.52	203.83	308.35
23	72,000	7,200	2.72	83.87	171.83	255.70
24	84,400	8,440	3.27	100.82	202.42	303.24
25	84,000	8,400	3.12	96.20	192.25	288.45
26	86,000	8,600	3.39	104.52	203.83	308.35
27	72,400	7,240	2.72	83.87	171.83	255.70
28	86,500	8,650	3.27	100.82	202.42	303.24
29	83,400	8,340	3.12	96.20	192.25	288.45
30	85,400	8,540	3.39	104.52	203.83	308.35
31	71,400	7,140	2.72	83.87	171.83	255.70
32	85,400	8,540	3.27	100.82	202.42	303.24

Note (1) Unit Numbers and House Numbers are one and the same.

Note (2) See Offering Plan, Section V, Paragraph 1A, concerning possibility of change in prices.

Note (3) 10% downpayment as per Purchase Agreement, prior to construction.

Note (4) Percent of Common Interest estimate made by Sponsor. See Offering Plan, Section III, "C", 6.

Note (5) Estimate made by Sponsor. See Budget in Offering Plan. No personal fire or liability insurance, interior maintenance or repairs, nor porch, atrium, patio maintenance included.

Note (6) See attached letter from Pittsford Assessor, page C-16.

Note (7) Estimate made by Sponsor. Figures do not include electricity or gas utility charges which will be billed directly to each Unit by the Utility Company. Sponsor's estimate of these monthly charges is \$20 for gas and \$18 for electricity. Estimate does not include any finance (mortgage) charges. Should Owner elect to finance the purchase of his Unit, monthly charges will be determined by the amount and terms of the mortgage secured.

(Note 7-continued)

The above estimate of the cost of gas, electricity or oil is made on the basis of the average use of such fuel as provided by Rochester Gas and Electric Corporation multiplied by the rate projected at the time of occupancy. It must be expected that this rate may increase with the passage of time.

In view of the fact that this average may include the use of energy by persons of varying need, occupying dissimilar types of dwelling units, constructed of different materials at different times, with different standards of comfort, with families of different sizes or who may be absent, on vacation or elsewhere during a portion of the year, the amount of energy used by the purchaser may vary substantially from the average estimates herein provided. In addition, the effect of inflation, fuel shortages and other factors may raise the cost of fuel substantially higher than the current or projected rate.

Although the sponsor is under the obligation to provide accurate information to prospective purchasers, factors beyond his control may substantially effect the cost of heating and cooling after the purchase of a unit or in subsequent years. Sponsor represents however that he has followed the plans and specifications provided by the manufacturer of the heating, air conditioning, hot water units, etc. together with the recommendation of the utility company and other experts to enable these items of equipment to operate at optimum efficiency at the lowest cost. Further that he has not been induced to select the heating and cooling system described herein on the basis of any financial inducement other than the price of the system made to him by the manufacturer or distributor of the system or by the supplier of energy to be used in connection therewith or by any of their agents or employees.

CONSTRUCTION DATA

General Description of Project and Buildings

The condominium contains 32 one story townhouses, arranged in eight clusters, with the units generally forming a "U" shaped structure. A pool, pool terrace and pool house are provided for the exclusive use of the unit owners. Twenty-four (24) guest parking spaces will be available.

All units have full basements, attached two car garages, separate dining rooms, dropped living rooms with fireplaces and tray ceilings, and restricted porches and/or patios and/or atriums.

Construction is wood frame, except for common walls, which are 8" extra thick (2 hour fire rating) concrete blox. Common walls designed to exceed a 55 S+C rating. All ceiling heights are approximately 8'-0" except for living rooms which approximate 10'-10", and kitchen work areas which approximate 7'-0". Basements are 12 courses, i.e., 8'-0"<sup>±</sup>.

Each unit is equipped with combination heating-cooling-humidifying unit, hot water heater, double self-cleaning oven, cook-top, dishwasher, disposal, automatic garage door operator, ~~and automatic door opener~~. No refrigerators, washers or driers, or finished floors (except bath and foyer floors are included).

The following professionals and/or firms were retained in the designing of this project:

Land Planner .....Robert Hayes, San Francisco, California  
Engineers .....Sear, Brown Associates, P.C., Rochester, N.Y.  
Architect .....Howard L. Stone, A.I.A., Rochester, N.Y.  
Consulting Architect .....Frank Grosso, A.I.A., Rochester, N.Y.  
Landscape Architect .....Heinrich W. Fischer, L.A., Rochester, N.Y.  
Exterior Lighting Consultant .....Rochester Gas & Electric Corp., Rochester, N.Y.

The streets are privately owned and maintained by the Condominium. The pavement will be an inverted crown pavement with catch basins for storm sewer purposes which are connected to the Town of Pittsford Storm Sewer System.



DESCRIPTION OF UNITS

Units 1, 5, 9, 13, 17, 21, 25 and 29 (Plan "A") are one story units, each containing approximately 1744 square feet\* of living area, as described in the Plans attached hereto. Unit area is comprised of a dropped living room (17' 3" x 14' 4")\* with fireplace and tray ceiling, dining room (12' 0" x 12' 2"), kitchen and eating area (16' 0" x 12' 2"), owner's bedroom (16' 10" x 13' 10") with walk-in closet (5' 0" x 8' 3") and private bath (8' 6" x 10' 0"), second bedroom (14' 1" x 11' 1"), second bath (8' 2" x 5' 0"), den (12' 0" x 10' 0") with wet bar, all plus foyer, halls, closets, and first floor laundry area. These units have direct access to the following restricted areas: garage, porch off dining room, porch off foyer, and patio off kitchen and second bedroom; all said restricted areas having access to the common area.

Units 2, 6, 10, 14, 18, 22, 26 and 30 (Plan "B") are one story units, each containing approximately 1889 square feet\* of living area, as described in the Plans attached hereto. Unit area is comprised of a dropped living room (18' 10" x 13' 6")\* with fireplace and tray ceiling, dining room (15' 0" x 12' 4"), kitchen and eating area (16' 0" x 11' 0"), owner's bedroom (16' 3" x 13' 5") with walk-in closet (6' 5" x 6' 3"), and private compartment bath (12' 0" x 6' 0"), second bedroom (13' 6" x 11' 10"), second bath (9' 6" x 5' 0"), den (12' 4" x 10' 2") with wet bar, all plus foyer, halls, closets, and first floor laundry area. These units have direct access to the following restricted areas: garage, patio off kitchen, and atrium off dining room and den. Main entrance, patio and

garage have access to the common area.

Units 3, 7, 11, 15, 19, 23, 27 and 31 (Plan "C") are one story units, each containing approximately 1517 square feet\* of living area, as described in the Plans attached hereto. Unit area is comprised of a dropped living room (20' 1" x 13' 10")\* with fireplace and tray ceiling, dining room (14' 0" x 11' 0"), kitchen and eating area (20' 4" x 11' 1"), owner's bedroom (16' 1" x 13' 2") with dressing/closet area (7' 2" x 5' 10") and private bath (6' 0" x 7' 0"), den (12' 1" x 9' 10") with wet bar, powder room (4' 8" x 4' 11"), all plus foyer, halls, closets, and first floor laundry area. These units have direct access to the following restricted areas: garage, porch off foyer, atrium off den and rear hall, and patio off kitchen and dining room; all said restricted areas having access to the common area.

Units 4, 8, 12, 16, 20, 24, 28 and 32 (Plan "D") are one story units, each containing approximately 1823 square feet\* of living area, as described in the Plans attached hereto. Unit area is comprised of a partially dropped living room (22' 0" x 14' 0")\* with fireplace and tray ceiling, dining room (14' 0" x 12' 1"), kitchen and eating area (16' 2" x 12' 1"), owner's bedroom (19' 1" x 12' 3") with walk-in closet (9' 0" x 6' 5") and private compartment bath (11' 6" x 6' 0"), second bedroom (12' 3" x 10' 10"), second compartment bath (8' 0" x 5' 0"), den (12' 0" x 9' 11") with wet bar, all plus foyer, halls, closets, and first floor laundry area. These units have direct access to the following restricted areas: garage, porch off kitchen, and atrium off den and second bedroom. The entrance, porch, and garage have access to the common areas.

\* All dimensions and square foot totals are approximate. Square foot totals are arrived at by measuring to outside of stud walls and only includes habitable living area (no basements, porches, terraces or atriums included in square foot totals). The room dimensions are measured from the inside of the drywall to the inside of the opposite drywall.

## CONDOMINIUM CONSTRUCTION SPECIFICATIONS

General Labor and Material Specifications and Information for the erection and completion of Condominium Units to be constructed at Tobey Woods Condominium, Pittsford, New York, for prospective purchasers, who hereinafter shall be known as the OWNER; and to be constructed by RYAN homes, inc., who hereinafter shall be known as the BUILDER. These Specifications to be in accordance with submitted building plans and purchase agreement, both of which are made a part hereof.

### GENERAL CONDITIONS

All materials and workmanship shall be as specified herein or as shown on the drawings. Items not mentioned or shown shall in all cases comply with the "Maximum Property Requirements" Bulletin as issued by the F.H.A. and/or the New York State Building Code. All workmanship shall be consistent with standards of good building practice and shall be performed by men competent in their trade. All materials shall be new. Brand names will be adhered to when available.

Measurements of the scale drawings to be followed closely. Where scale differs from figure dimensions, the latter are to rule. Anything shown or written on the drawings is to be as binding as if mentioned herein. Parts not shown on the drawings to be in general conformity to corresponding parts that are shown. In case of discrepancies between plans and specifications, judgement of the BUILDER is permitted and accepted.

Building permit and common water meter will be secured by the BUILDER.

Builder to provide the necessary "physical damage" and public liability insurance during the course of construction.

Changes are the biggest problem in building a new home. Proper evaluation of the plans and specifications - before signing the contract - will hold these changes to a minimum. The OWNER shall have the right and privilege at any time during the progress of said building to make any INTERIOR alterations, deviations, additions or omissions in the work or materials hereby contracted for, without making void this contract, but the true value of such alterations, deviations, additions or omissions shall be added or deducted from the amount specified in this contract to be paid by OWNER as the case may be, and the value thereof shall be agreed upon in writing before such changes are made. However, should any of these changes be of a nature to necessitate stopping the job until special materials are ordered and finally received, the BUILDER has the option of not making the change, and the OWNER - in this instance - forfeits his right and privilege above to make any alterations, deviations, additions or omissions.

It is the OWNER'S responsibility to meet with the various subcontractors to select colors, patterns, etc., and we suggest that the OWNER carry the drawings and these specifications to these meetings. Should OWNER fail to make his selections according to "selection date" letter he will receive upon signing of contract, then BUILDER has the right to make such selection and will make same. It is important to realize that the contract price arrived at is based on the plans and these specifications. Should you order something that is not included in the plans nor described in these specifications, or should you exceed your various allowances, you will be billed extra, as per the foregoing paragraph.

## SITE WORK

### PLOTTING OF HOME

BUILDER has the sole responsibility of placing buildings on parcel, both as to location and grade, all as per engineer's plans as filed in the Monroe County Clerk's office.

### SOIL CONDITIONS

Bearing capacity of soil is 2000 pounds per square foot. No excessive moisture and no underground water encountered. Existing soil conditions are: 0-18" top soil, 18"-10" clay subsoil.

### EXCAVATION

This contractor shall dig basements, making excavations wider in each dimension than actual basement sizes, to allow mason ample room to waterproof basement walls. He shall also dig water and sewer trenches.

### BACKFILL AND ROUGH GRADING

This contractor shall backfill the foundations, keep the site graded and accessible during construction, all with dirt from excavation.

### FINISH GRADING

Entire parcel to be power graded. Building grades as shown on drawings are approximate and will be adjusted by BUILDER as particular unit design and site demand. No retaining walls are included.

### LANDSCAPING

Entire parcel to be shrubbed, treed, and seeded as per landscape architect's drawings attached. Atrium, terrace, and patio landscaping is OWNER'S responsibility and not a part of this contract.

### DRIVEWAYS

Hardsurface driveways of location and size as per attached plot plan. Base is 6" crush-of-run (Dolomite Stone). Topping is 2" compacted asphalt OR oiled stone dust with crushed gravel applied, BUILDER'S option.

### SIDEWALKS

Walks to be Pennsylvania Flagstone set in sand, or poured concrete - BUILDER'S option - located as per plan.

### PARKING

Parking for 24 cars is provided as shown on site plan. These are unassigned spaces and are intended for the use of the residents' guests. These 24 spaces are in addition to the two enclosed garage spaces provided each unit, and the two guest spaces provided directly in front of each unit's garage.

### EXTERIOR LIGHTING

Each individual unit will have an electrical fixture at each exterior entrance, and each building will have one post light in front. In addition, there will be two lamps at the entry gate to the Condominium property from Tobey Road.

## MASON WORK

### FOOTINGS

All footings will be 2000# concrete with #1 and 2 stone.

Footings to be of size as shown on plan and have two continuous rebar rods.

### BLOX

All foundation blox to be light weight sand and gravel blox and as size shown on plan.  
Top course of blox to receive  $\frac{1}{2}$ " anchor bolts - to which frame of house will be anchored.  
Basement wall will be waterproofed on the exterior - below grade level - by applying one coat of cement plaster and one coat of asphalt (brushed on).

Basement windows to be wood and include screens only - no storm panel.

Any common walls to be 8" extra heavy concrete block, 4 hour fire rating.

### FIREPLACE, VENEER, AND COURTYARD WALLS

Chimneys to be built as shown on plan. Fireplace surround and hearth to be masonry.  
Customer should be aware that width of fireplace will be slightly less than damper size indicated on plan. Dampers to be poker type, Bennett or equal quality.

Veneer and courtyard walls to be laid with mortar in running bond and weather joint, all as per plan.

Fireplace chimneys are 12" x 12" Terra Cotta flues, enclosed in brick and masonry chimneys.

### FLAT WORK

All concrete to be 3000# AE with #1 stone. (AE means "air entrained" which is done for the purpose of resisting salt corrosion and spawling)

Basement floor to be constructed as follows:

1. Basement to be cleaned and leveled.
2. Approximately 4" of washed stone installed and leveled with footing.
3. 4" drain pipe to be installed around inside perimeter of wall, sloping to sump pit.
4. .006 mil polyethelene vapor barrier laid over stone and tile.
5. Approximately 4" concrete poured, single pour method, pitched to gutter (expansion joint) around wall perimeter.

Garage floor to be constructed as follows:

1. Area to be cleaned and leveled. If fill is needed, gravel or blow sand will be used.
2. Pour approximately 4" concrete - imbedded with 6:6 x 10:10 mesh. Slope to drain.  
Asphaltic expansion joint on perimeter.

All other exterior concrete work to be constructed as follows:

1. Area to be cleaned and leveled. If fill is needed, gravel or blow sand will be used.
2. Wooden forms will be built to hold concrete.
3. Pour approximately 4" concrete - imbedded with 6:6 x 10:10 mesh.

## ROUGHING

### FRAMING

Framing lumber to be #1 Hemlock-Fir (25% #2) and shall be kiln dried or as thoroughly seasoned as the market affords. Typical spacing to be 16" o.c., except in the case of garages and trusses, where 24" o.c. is permitted.

### SHEATHING

All Subfloors to be sheathed with 5/8" T & G - DFPA quality - exterior plywood sheathing. All exterior stud walls and all roof areas to be sheathed with 3/8" DFPA quality exterior glue plywood sheathing (1/2" asphalt impregnated sheathing may be used as an alternate on sidewalls, BUILDERS option). Where siding material is 5/8" sheets, sheathing may be eliminated.

### FRAMES

Exterior door frames as per plan, with aluminum thresholds - except garage service doors which may have concrete or aluminum sills, BUILDERS option. Sliding glass doors will be wood frame and glazed with insulating glass.

Window sizes and type (double hung and/or casement) as per plan. Andersen Brand. All house sash to be glazed with insulating glass (no storm windows required). Screens are available - but not included in price - as all units are air conditioned.

### EXTERIOR TRIM

Material to be pine, redwood, or cedar, located as per plan.

### SIDING

All exterior walls to be cedar, either board and batten, vertical groved plywood, single coursed shingles, or combinations thereof.

## ROOFING

Material to be Grade "A" asphalt Sealdown shingle having a weight of approximately 240 pounds per square. Size to be 3 in 1 and laid with a 5" exposure. Color to be Black Blend. Manufacturers rated life expectancy is a minimum of 15 years.

Roof drainage consists of run-off to gravel bed around periphery of foundation. Sponsor has elected not to use gutters or leaders because of problems caused by ice formation occurring during winter months.

## GARAGE

Walls and ceiling of garage to be insulated and drywalled.

Garage door to be Overhead type, equipped with automatic door operator, with two transmitters supplied.

Size: 16' x 7'

Design: #48

Glaze: None

## INSULATION & DRYWALL

### INSULATION

All insulation to be a glass fiber/aluminum foil vapor barrier type of material.

All exposed house ceilings will be insulated with 6" (nominal) batts (R-19).

All exposed house walls - including common walls - will be insulated with 3 1/2" (nominal) rolls (R-11).

### DRYWALL

Entire house - walls and ceilings - to receive 1/2" drywall, all installed as per USG or equal standards.

PLUMBING

WATER SUPPLY SYSTEM

From the private 8" main serving the Condominium, 2" "K" type copper services will be run to 1½" meters serving each building. Meters will be located on basement wall and will be read by exterior remote dial. From the meter locations, services will be reduced ¼" to each unit so that the fourth unit in each building will be served by a ¾" line. A ¾" "L" type copper riser from these various size services will feed each individual system to the hot water heater location, branching off to ½" lines (copper) to supply fixtures and bibs. All lavatories and closets to have shut-off valves under fixtures. All hose bibs to be frost proof type, where framing permits. Each unit to have its own pressure reducer.

SANITARY SEWER SYSTEM

All vent stacks to be PolyVinyl Chloride, properly sized and located, according to code. When possible, stacks will protrude through roof - rear of ridge line.  
 All unburied waste line to be PolyVinyl Chloride, properly sized and located according to code.  
 All buried waste lines to be cast iron pipe, properly sized and located according to code.  
 Lateral from house to main to be sized, cleanouts located, and material specified, all as per code.

STORM SEWER SYSTEM

Garage floor drains, atrium drains, and sump pumps (where grade prevents no gravity drains) will drain into this system. Cleanout location, pipe size and material, all as per code.

FIXTURE SCHEDULE

LOCATION	NO.	FIXTURE	BRAND	MODEL	BRASS	SPECIAL EQUIPMENT
Kitchen	1	33 x 22 Sink	Elkay	PSMR - 3322 L/Hole	Moen #7310	2 Compartment Disposal Well
	1	Tub	Kohler	Dynametric Safeguard	Moen #2435	Moen Head #2166
Owners	1	Shower	-		Moen #2225	Moen Head #2166
Bath	1	Lavatory	Kohler	K-2905	Kohler 7436FL	Clear White or Charcoal Handles
	1	Toilet	Kohler	K3512-EBA	-	Olsonite #44 Seat
Bath	1	Tub	Kohler	Dynametric Safeguard	Moen #2435	Moen #2166 Showerhead
#2	1	Lavatory	Kohler	K-2905	Kohler 7436FL	Clear White or Charcoal Handles
	1	Toilet	Kohler	K3512-EBA	-	Olsonite #44 Seat
Powder	1	Lavatory	Kohler	K-2905	Kohler 7436FL	Clear White or Charcoal Handles
Room	1	Toilet	Kohler	K3512-EBA	-	Olsonite #44 Seat
Bar	1	Sink	Elkay	BCR 150	Elkay Goose-neck Faucet	
Laundry	1	Sink	Kohler	GlenFalls #6957	Gerber/Spray	Deep Well
Basement	1	Waterheater	Rheem	50 Gal.	-	Glass Lined with 5 Year guarantee
Basement	1	Sump Pump	Teel	Submersible	-	
Basement	1	Pressure Reduc	Wolverine	-	-	



### SERVICE

Gas service to each unit to be routed and installed by Rochester Gas & Electric Corporation as per their "R" specifications. Meter will be located on rear basement wall and will be read by exterior remote dial.

### HEATING AND AIR CONDITIONING

Heating contractor will mark out job in accordance with heating plan. Heating location as shown on plan is approximate. Locations of heating unit, condenser and thermostat are up to the judgement of the heating contractor. Return air intakes may be placed on upper portion of walls for maximum efficiency.

Equipment is General Electric Ambassador Model or equal forced warm air furnace with matching evaporator coil and outdoor air cooled condensing unit sized as per Rochester Gas & Electric specifications. Suffice it to say that heating/cooling system is designed to provide 75° indoor temperature, regardless of season.

Thermostat is Minneapolis-Honeywell or equal. Power humidifier is April Aire or equal. Vent opening to be provided for dryer in laundry area. Installation of Owner's washer and drier not included. (See also page C-2a)

### HEATING FLUES

Heating flues will be Terra Cotta masonry type when vented through chimneys; or type "B" metal flue - as approved by Rochester Gas & Electric Corporation - where vented separately.

## ELECTRICAL WORK

### SERVICE

Electrical service to each unit to be routed and installed - underground - by Rochester Gas & Electric Corporation as per their "R" specifications. Panel and meter will be located on rear basement wall and will be read by exterior remote dial. Size of service to be 150 amp capacity. Panel to be "Square D" Brand or equal, breaker type, 28 Single Pole Circuit size.

### WIRING

Outlets located as per Rochester Gas & Electric Corporation's suggested layout plan and installed as per New York State Underwriters specifications. Electrical Contractor will rough house, using #14 wire for all lighting and convenience outlets; and #12 wire for all small appliance circuits. Most circuits will be split - i.e., larger rooms will be serviced by two circuits. Outlets controlled by switches will be split- i.e., half of outlet will be controlled by switch, the other half of plug will be continually "hot". Plugs and switches to be white "bakelite" (dark brown in panelled rooms); plates to be white Ivory "X" metal (chrome in baths, kitchen and laundries; dark brown in panelled rooms). All switches to be silent type. Dining room fixture to be on Rheostat. All interior bathrooms to be vented by power exhaust fans, ducted and ventilated to attic spaces.

### FIXTURES

BUILDER will supply and install all exterior and recessed light fixtures and exhaust fans per electrical plan.

OWNER'S allowance for interior decorative fixtures and door bells is \$150.00. Fixtures will be billed at wholesale price plus electrician's installation charge (\$6.00 per fixture for assembled fixtures). The \$150.00 allowance will then be deducted from this total. It is the OWNER'S responsibility to select his electric fixtures at supplier's showrooms. We strongly recommend that fixtures be selected immediately upon completion of electrical roughing, to insure delivery of fixtures by transfer date.

### APPLIANCES

Electrical Contractor will make electrical connections to the following appliances only: Oven, Cook top, Dishwasher, Disposal, and Kitchen and/or Bath Exhaust Fans. He will supply properly sized plugs only for: Refrigerator, Washer and Drier - no installation included.

ALL SERVICE AND WIRING AS PER NATIONAL CODE AND IN ACCORDANCE WITH FIRE UNDERWRITERS BUREAU.

### INTERIOR TRIM

All interior trim, including trim in panelled rooms, to be clear pine, BUILDER'S custom molded base and custom molded casings.

All interior doors to be 1-3/8 molded six panel. Laundry doors to be Pella type folding doors.

All exterior doors to be metal clad type and of design as shown on plan.

Paneling, wherever indicated on plan, to have retail allowance of 50¢ per square foot.

Fireplace mantels as per Morgan Millwork Selection.

Dining room walls to receive chair rail with applied moldings below.

Dining room to receive ceiling molding.

Shoe molding installed only in rooms receiving finished wood flooring or vinyl floor cover.

### STAIRWAYS

Basement stairs to have fir treads, pine strings, rises, and railing. Exposed sides to be enclosed with knotty pine. Attic access via disappearing stairway.

### VANITIES & KITCHEN CABINETS

Bath vanities to be wood, manufactured by Rutt-Williams, Williamsburg Design.

Laundry cabinets to be pre-built wood fiber.

Kitchen cabinets to be wood, manufactured by Coppes Nappanee Company, Inc.

Allowances are for standard design and standard finishes. Premium designs and finishes, as well as specialty items are extra. Layout as per plan.

### HARDWARE

#### ALL EXTERIOR DOORS

1. To be hung on three 4" x 4" prime coat Stanley or equal butts. Weatherstripping by door manufacturer.
2. To receive Schlage #A-51PD, "Clairemont" Design Locksets.
3. Front door only to receive Schlage "Sussex" Design handle set.
4. Will be keyed alike (except overhead garage door and sliding glass doors).

#### ALL INTERIOR DOORS

1. To be hung on three 3½" x 3½" prime coat Stanley or equal butts.
  2. To receive Schlage #A-10S, "Clairemont" Design passage sets.
  3. Baths only to receive Schlage #A-40S "Clairemont" Design privacy sets.
- Bath Vanity hardware as per Rutt-Williams selection board.  
Kitchen cabinet hardware as per Coppes selection board.

### PAINTING

#### EXTERIOR

All exterior trim to receive two coats paint. All exterior siding to receive one coat stain.

#### INTERIOR

All interior finished house surfaces to receive two coats paint, off white color.

Living room ceiling to have "textured" drywall finish.

All interior finished garage surfaces to receive one coat paint, off white color.

NO STAINING INCLUDED IN CONTRACT - except trim and doors of panelled rooms.

NO PAPERING - LABOR OR MATERIAL - INCLUDED IN CONTRACT.

NO BASEMENT PAINTING INCLUDED IN CONTRACT.

### MIRRORS & MEDICINE CABINETS

Medicine cabinets with decorator mirrors will be installed over all interior wall vanities.

Wall hung decorator mirrors with separate louvered door medicine cabinets located on side wall - will be hung over all exterior wall vanities.

All mirrors and medicine cabinets as per Rutt-Williams catalog.

CERAMIC TILE

LOCATION	FLOORS	WALLS	FIXTURES	GLASS TUB & SHOWER ENCLOSURE
Owners Bath	Yes	over tub & shower	4 piece set	Yes
Bath #2	Yes	over tub	4 piece set	Yes
Powder Room	Yes	none	2 piece set	none
Foyer	Yes	Material:	Vermont Cut Slate	or equal

Allowance is for  $4\frac{1}{4}$ " x  $4\frac{1}{4}$ " size, regular glaze tile.

Area over tubs is tiled to dropped ceiling.

Shower stalls are fully tiled, including ceilings.

Soap and grab fixtures are ceramic; paper holders and towel bars are Period Brass.

FLOOR COVERINGS

Kitchens to receive BUILDER'S sheet goods or carpeting. Installed allowance is \$12 per yard, retail.

Dens to receive BUILDER'S prefinished hardwood flooring. Installed allowance is \$1 per foot, retail.

Foyer and bath floors as above.

Balance of floors in house to be covered with  $\frac{1}{4}$ " plywood underlay to receive OWNER'S carpet.

COUNTER TOPS

LOCATION	COUNTER TOPS	BACKSPLASH HEIGHT
Kitchen	Yes	to wall cabinets
Laundry	Yes	none
Baths Powder Room	Yes	none

Kitchen and laundry counter tops to be Formica, self edged. Full panel backs in kitchen and have stainless steel trim.

Bath counters to be cultured marble or Corian with molded sink.

APPLIANCES

The following specified appliances ONLY are included in the contract:

APPLIANCE	BRAND	MODEL	SPECIAL EQUIPMENT
Disposal	General Electric	FC 851	
Dishwasher	Kitchen Aid	KDI -17	Matching cabinet front
Cook Top	Thermador	TMH-34	Thin line
Double Oven	General Electric	JK-29	Double self-cleaning
Hood & Fan	Broan	24000 Series	230 CFM ducted fan

SPECIAL CONDITIONS & ITEMS

1. Water supplied by Monroe County Water Authority.
2. Sanitary sewer connected to Jefferson Heights Sewer District, Town of Pittsford.
3. Gas and electric service provided by Rochester Gas & Electric Corporation.
4. Telephone service provided by Rochester Telephone Corporation.
5. Refuse storage to be in OWNER'S containers in OWNER'S garage. Collection by private collector, included in monthly maintenance charge.
6. Grounds inside atriums and <sup>patios</sup>~~porches~~ to be raked clean and left for landscaping by individual OWNER'S. Porches to be concrete flat-work as specified on page C-9 under "Exterior Concrete Work."
7. There are no television reception facilities.

We have read the enclosed nine (9) pages of specifications and understand that the contract price has been based on these specifications as they are written. Any changes from above will necessitate a change order being executed. Such order may or may not involve extra monies.

OWNER: \_\_\_\_\_

\_\_\_\_\_

BUILDER: RYAN homes, inc.

By: \_\_\_\_\_

Organized 1789

# Town of Pittsford

MONROE COUNTY

11 SOUTH MAIN STREET, PITTSFORD, N.Y. 14534

ASSESSORS OFFICE  
PHONE 586-9026

December 14, 1973

Ryan Homes, Inc.  
26 State Street  
Pittsford, New York 14534

Re: Tobey Woods Condominium

Dear John:

Enclosed please find information requested on above in regard to  
Tax Account Numbers, House Numbers, and Estimated Assessments.

<u>Unit #</u>	<u>House #</u>	<u>Tax Account #</u>	<u>Estimated Full Assessment</u>
1	1	5374-901	40,300
2	2	5374-902	42,800
3	3	5374-903	35,900
4	4	5374-904	42,500
5	5	5374-905	41,300
6	6	5374-906	43,900
7	7	5374-907	36,700
8	8	5374-908	43,600
9	9	5374-909	41,300
10	10	5374-910	43,900
11	11	5374-911	36,700
12	12	5374-912	43,600
13	13	5374-913	41,300
14	14	5374-914	43,900
15	15	5374-915	36,700
16	16	5374-916	43,600
17	17	5314-917	41,300
18	18	5314-918	43,900
19	19	5314-919	36,700
20	20	5314-920	43,600
21	21	5374-921	40,300
22	22	5374-922	42,800
23	23	5374-923	35,900
24	24	5374-924	42,500
25	25	5374-925	40,300
26	26	5374-926	42,800
27	27	5374-927	35,900
28	28	5374-928	42,500
29	29	5374-929	40,300
30	30	5374-930	42,800
31	31	5374-931	35,900
32	32	5374-932	42,500

Estimated assessments are based on preliminary plans on file in this office. Final assessments will be based on field measurements and interior inspections, with computations made after these findings.

Our tax rates for 1974 are approximately as follows:

Pittsford School	38.28 per \$ 1,000
State, Town & County	15.05 per \$ 1,000
Pittsford Fire	1.15 per \$ 1,000
S. Pittsford Water # 1	1.12 per \$1,000
Jefferson Hqts. Sewer	35.00 per Unit
Pure Waters	31.00 per Unit

Sincerely yours,

*Charles H. Silco*

Charles H. Silco, Assessor  
Town of Pittsford

CHS:mlb

SCHEDULE D

DESCRIPTION OF UNITS AND FACILITIES

See Schedule C

SCHEDULE E

ESTIMATED BUDGET

for

Tobey Woods Condominium Common Expenses

Income From Common Charges	\$37,000.00
<hr/>	
<u>Item</u>	<u>Annual Cost</u>
Fidelity Bond <sup>1</sup>	\$ 159.00
Insurance ( <del>Building and Common Areas</del> ) <sup>1</sup>	3,057.00
Water Service <sup>2</sup>	7,662.00
Entrance and Street Lighting <sup>3</sup>	480.00
Snow Removal from Private Road and Drives (no handwork) <sup>4</sup>	3,750.00
Landscape Maintenance <sup>4</sup>	5,100.00
Trash Removal <sup>5</sup>	1,728.00
Pool Maintenance <sup>6</sup>	1,835.00
Management Fees <sup>7</sup>	6,200.00
Stationery and Postage	100.00
Legal and Accounting	500.00
Maintenance and Repair	3,200.00
Contingency	3,229.00
	<u>\$ 37,000.00</u>

Items 1 through 9 inclusive are based on estimates provided by that particular contractor. Items 10 through 13 are based on Sponsors experience.

1. See attached letter dated December 20, 1973, from Frank E. Luellen Agency, Inc. (E3)
2. See attached letter dated January 16, 1974, from Monroe County Water Authority (E4)
3. See attached letter dated December 11, 1973, from Rochester Gas and Electric Corporation. (E5)
4. See attached letter dated November 26, 1973, from Heinrich W. Fischer. (E6)
5. See attached letter dated January 7, 1974, from Clean-Way Disposal Service, Inc. (E7)
6. See attached letter dated January 15, 1974, from J. D. Whiting, Inc. (E8)
7. See Offering Plan, page 32.

Note: Sewer service is not included in the budget because it is included in real estate taxes on the individual Units.



LETTER OF ADEQUACY

In our opinion, this schedule of estimated income and expenses of Tobey Woods Condominium is reasonable and adequate, under existing circumstances, and the estimated receipts shown thereon will be sufficient to meet the normal anticipated operating expenses of the first year of operation.

Because of the possibility of unforeseeable changes in the economy, or increases or decreases in expenses of operation, our estimates are not intended to be taken as representations, guarantees or warranties of any kind whatsoever, or as any assurance that the actual expenses or income of the Condominium for any period of operation may not vary from the amounts shown, or that the Condominium may not incur additional expenses or that the Board of Managers of the Condominium may not provide for reserves not reflected in such schedules or that the annual maintenance charges for any period may not vary from the amount shown thereon. Based on current trends, it may be expected that such items as fuel, maintenance, repairs, labor and other related expenses will increase in future years.

Our estimate is based upon the operation of projects of similar size and type located in the Rochester area. The President of the Sponsor is familiar with the operating costs of comparable projects, having been active in real estate management and development in and around the City of Rochester for over ten years.

RYAN HOMES, INC.  
Sponsor

FRANK E. WELLEN AGENCY INC.

December 20, 1973

TOBEY WOODS CONDOMINIUM

Tobey Road  
Pittsford, New York

---

\$2,240,000. Blanket Fire, Extended Coverage, "All-risk" on 8 frame dwellings each containing 4 condominium units.

\$1,000,000. Bodily Injury

250,000. Property Damage

Premises Liability on Common Areas including one Swimming Pool

Premium: \$3,057.

\$ 40,000. Blanket Fidelity Bond covering Trustees

Premium: \$ 159.

Total Premium: \$3,216.



**MONROE COUNTY WATER AUTHORITY**  
P.O. Box 4058 · 475 Norris Drive · Rochester, N. Y. 14610 · (716) 442-2000

MEMBERS  
WILLIAM D. DENISE, Chairman  
GEORGE F. WEDEMER, Vice-Chairman  
ROBERT L. HOLBY, Treasurer  
CLARENCE A. GRUSCHOW, Member  
SAMUEL S. KENT, Member  
ALBERT E. WOODHEAD, Jr., Executive Director

January 16, 1974

Mr. John H. Ryan, President  
Homes by Ryan  
26 State Street  
Pittsford, New York 14534

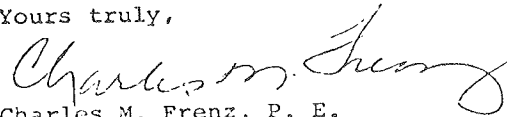
Reference: Tobey Woods Condominium Project

Dear John:

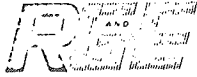
In accordance with the request contained in your letter dated December 3, 1973, concerning a budget figure for annual cost of water to subject project, we have prepared the following estimate which we believe to be reasonably accurate. We estimate that on the average each building which contains four units will use 340,000 gallons per quarter. This will produce an annual water bill of \$7,662.00 according to the rate structure which is presently in effect.

Please advise if you have any questions pertaining to the above figures.

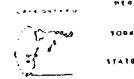
Yours truly,

  
Charles M. Frenz, P. E.  
Director of Production  
and Distribution

CMF/mh



ROCHESTER GAS AND ELECTRIC CORPORATION • 89 EAST AVENUE, ROCHESTER, N.Y. 14649



TELEPHONE  
AREA CODE 716 546-2700

December 11, 1973

Homes by Ryan  
Mr. John Ryan, Builder  
26 State Street  
Pittsford, New York 14534

Re: Tobey Woods Condominium Estimated Monthly  
Gas Heating Costs and Post Lighting Costs.

Dear John:

Please be advised that there are many variables which must be taken in consideration to give you an accurate estimate of gas heating costs. Some of the variables are proper installation of the insulation and that all individuals feel comfortable at various thermostat settings. Some people are frugal with their thermostat settings and are comfortable at low thermostat settings. Other people want it warm and don't care how much it costs to be comfortable.

Taking an average; whereby the insulation is installed properly, thermostat are set at normal and not changed periodically; the following estimates could be accurate:

1500 sq. ft. to 1900 sq.ft. of living area - annual heating costs should range from \$190 to \$240 a year - at our present rate structure.

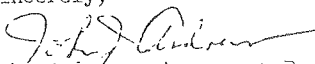
Gas Domestic use - (hot water heating) approximately \$2.00/person/month.

Domestic Electric use - unable to estimate for this is based on family size, mode of living and individual's use.

16 (75 watt) post lights on electric house meter would cost in the range of approximately \$40.00/month at our present rate structure.

Please bear in mind that these are strictly estimates and heating costs are directly reflected upon the individual's comfort level. Costs could fluctuate based on individual's living habits. If I can be of any further assistance, please feel free to contact me.

Sincerely,

  
John Andrews, Apartment Representative  
Residential Department - Marketing Division

HEINRICH W. FISCHER      landscape architect

9 HARA CRESCENT  
FAIRPORT, NEW YORK 14450  
AREA 716/377-0298

November 26, 1973

Mr. John H. Ryan  
Homes by Ryan  
26 State Street  
Pittsford, New York 14534

Re: Annual Landscape Maintenance and Snow Removal Budget

Dear John,

As per your request I have compiled the following budgetary figures for the landscape maintenance and snow removal work required at Tobey Woods. The figures are an average based on estimates from two reliable local maintenance contractors and my own calculations. Due to local yearly weather conditions the figures could fluctuate according to the severity of the winter and/or summer.

Landscape Maintenance - inclusive of a complete plant and turf management program (analyzation, fertilization, insecticide application, mowing, trimming and disease control).  
Not inclusive of watering.

1974 Annual Budget      \$5,100.00

Snow Plowing - on site dispoal, based on a 15 trip average per year, plow at 3" depth, at \$250.00 per trip.

1974 Annual Budget      \$3,750.00

Very truly yours,



Heinrich W. Fischer

HWF/af

**CLEAN-WAY DISPOSAL SERVICE, INC.**  
153 VINEDALE AVENUE  
ROCHESTER, N. Y. 14622  
PHONE: 467-0391

January 7, 1974

Dear Mr. Ryan,

In regard to our telephone conversation of January 6, 1974, I would agree to collect all refuse from your 32 unit Housing Complex on Tobey Road. This would be at the rate of \$4.50 per month per unit.

Hoping this will be satisfactory to you.

Sincerely yours,

*August J. Antonelli*  
Clean-Way Disposal Service Inc.

*4.50/mo x 12 mos = 54/mo x 32 units = 1,728/mo*



# j.d. whiting, inc.

DESIGNERS AND BUILDERS OF CUSTOM GUNITE POOLS  
7244 PALMYRA ROAD, (RT. 31), FAIRPORT, NEW YORK 14450, (716) 586-4133

January 15, 1974

EUGENE L. BEDNARCYK  
PRESIDENT

Mr. John Ryan  
Ryan Homes, Inc.  
26 State Street  
Pittsford, New York 14534

Re: Maintenance for custom Aquatech pool for Tobeywood Townhouses, Tobey Rd., Pittsford, New York for swim season 1974

Complete maintenance for eighteen (18) week season starting the middle of May to the middle of September, consisting of pool care and chemicals twice a week . . . . . \$800.00

Approximate maintenance cost for eighteen (18) week swim season:

Chemicals . . . . .	\$250.00
Gas . . . . .	300.00
Electric . . . . .	150.00
Water - fill pool & additional water for bathhouse . . . . .	100.00
Pool opening & closing . . . . .	200.00
Trash pick up & office supplies . . . . .	35.00
Liability insurance <i>incl in new bid</i>	
Property tax <i>incl in + optional at cost of bid</i>	

13,250.00  
1,500.00

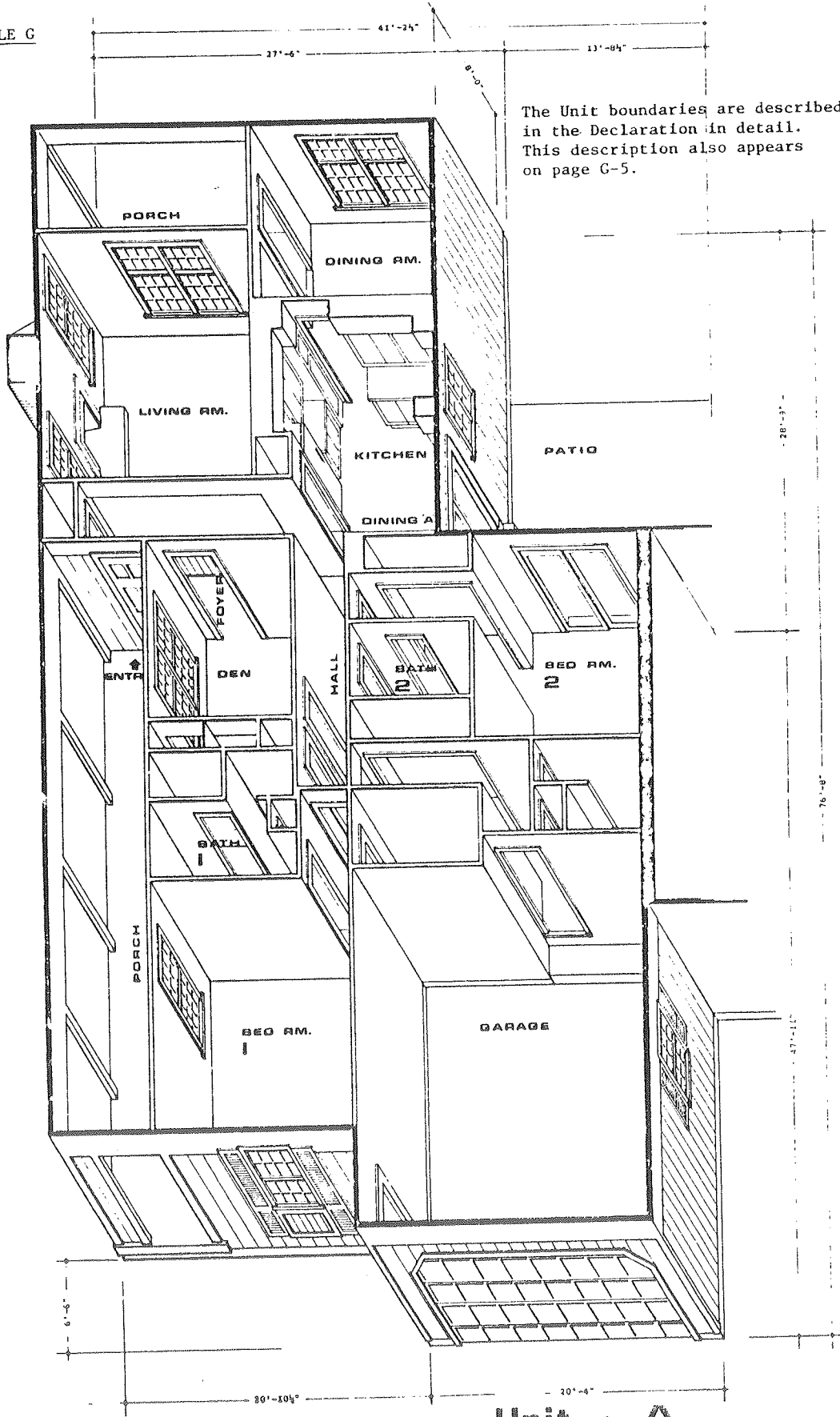
Respectfully submitted,

j. d. whiting, inc.

Jess Janes, Sales Mgr.

JJed

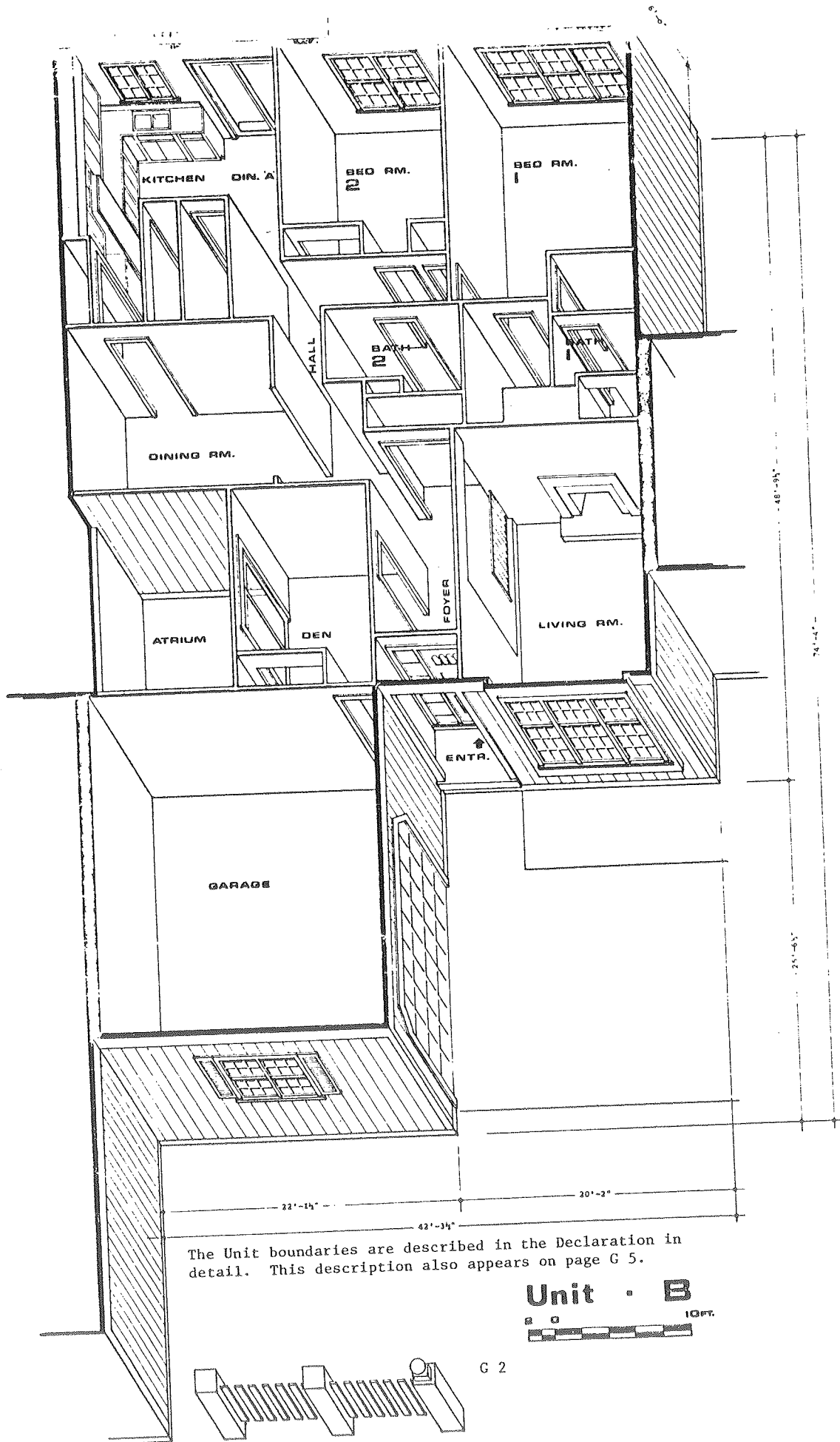
SCHEDULE G



The Unit boundaries are described in the Declaration in detail. This description also appears on page G-5.

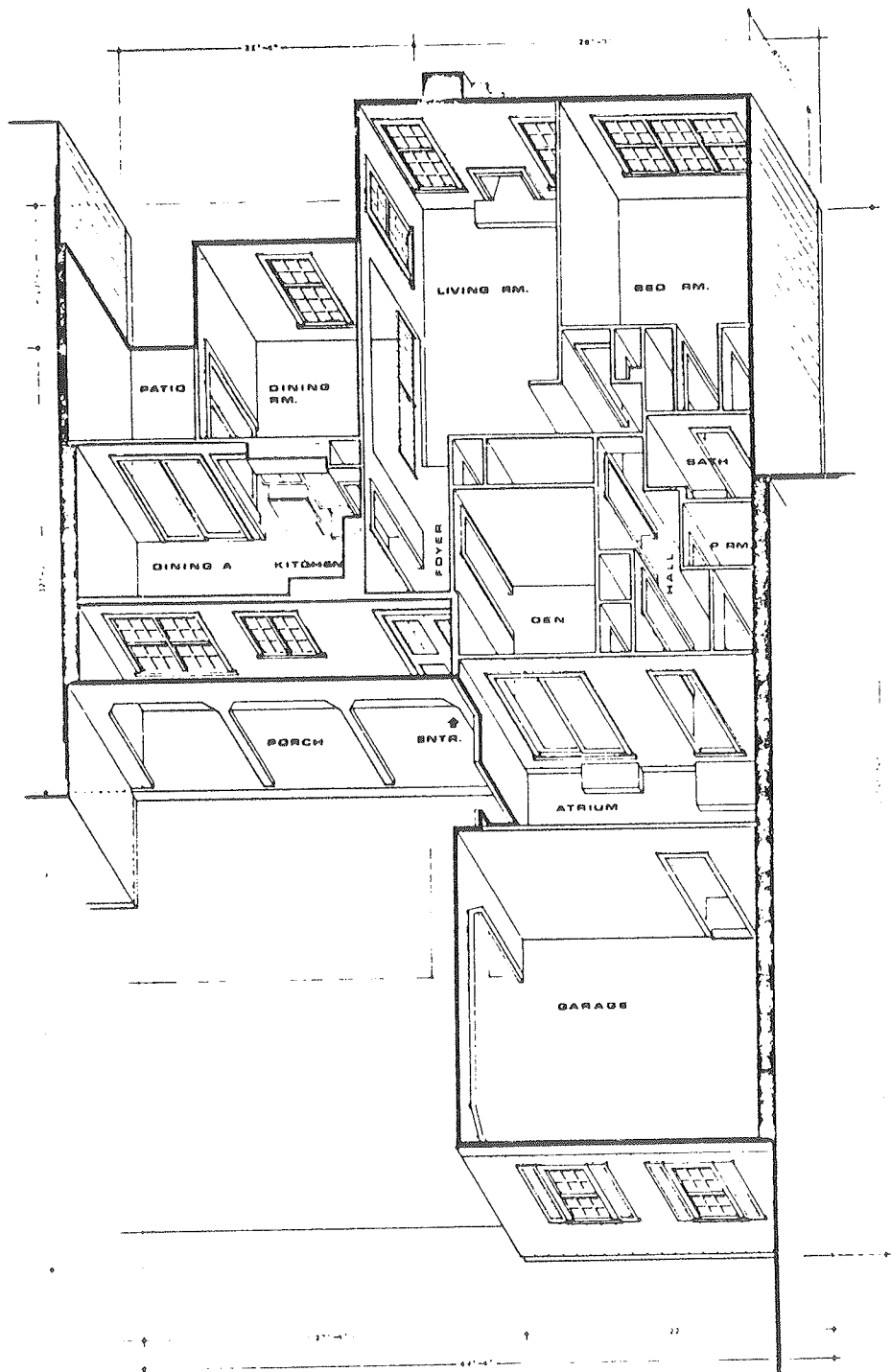
Unit A  
 10 FT.





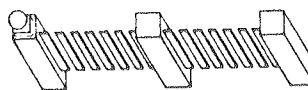
The Unit boundaries are described in the Declaration in detail. This description also appears on page G 5.

**Unit - B**  
 0 10ft.

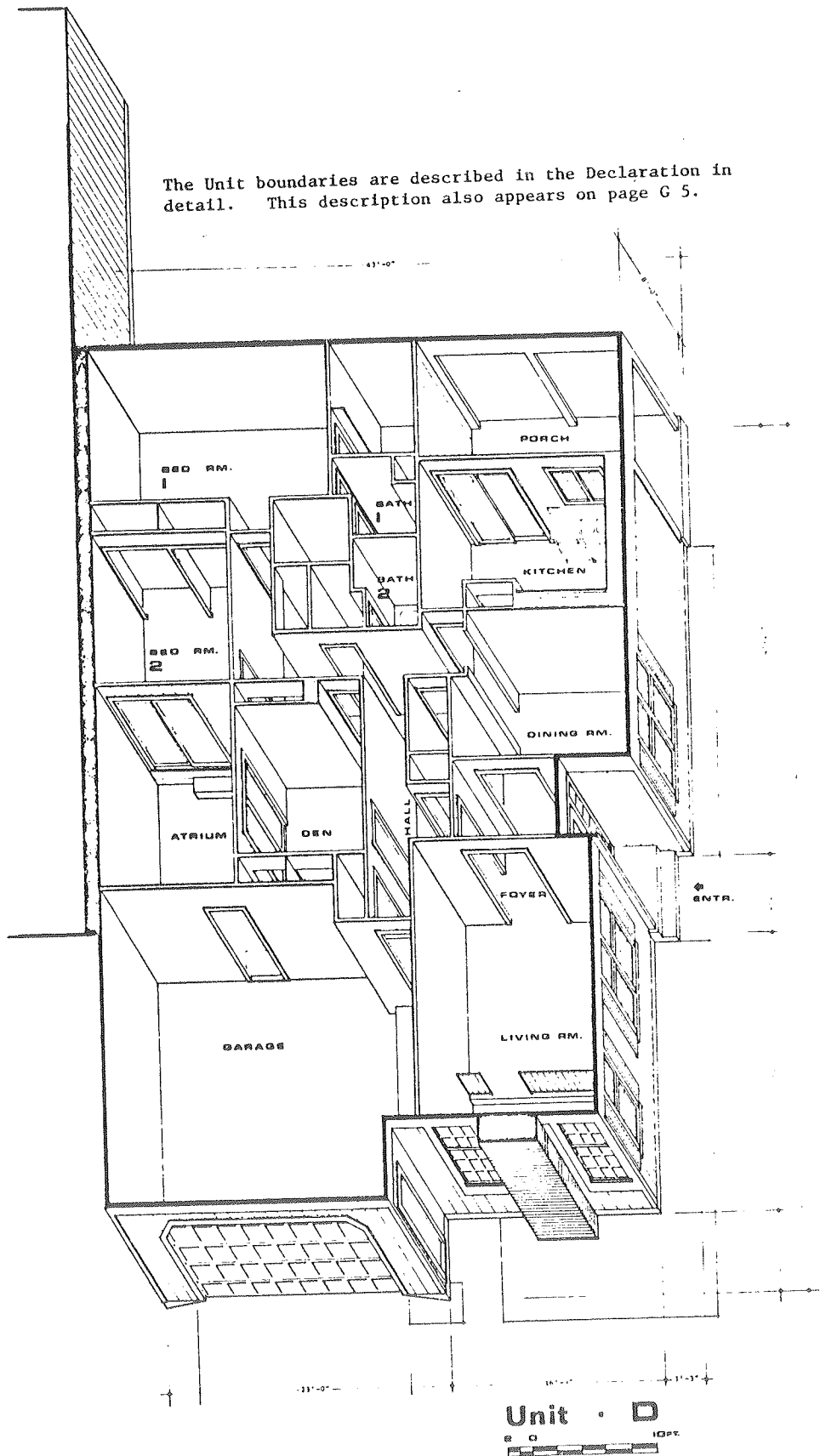


The Unit boundaries are described in the Declaration in detail. This description also appears on page G 5.

Unit - C  
 0 10 FT



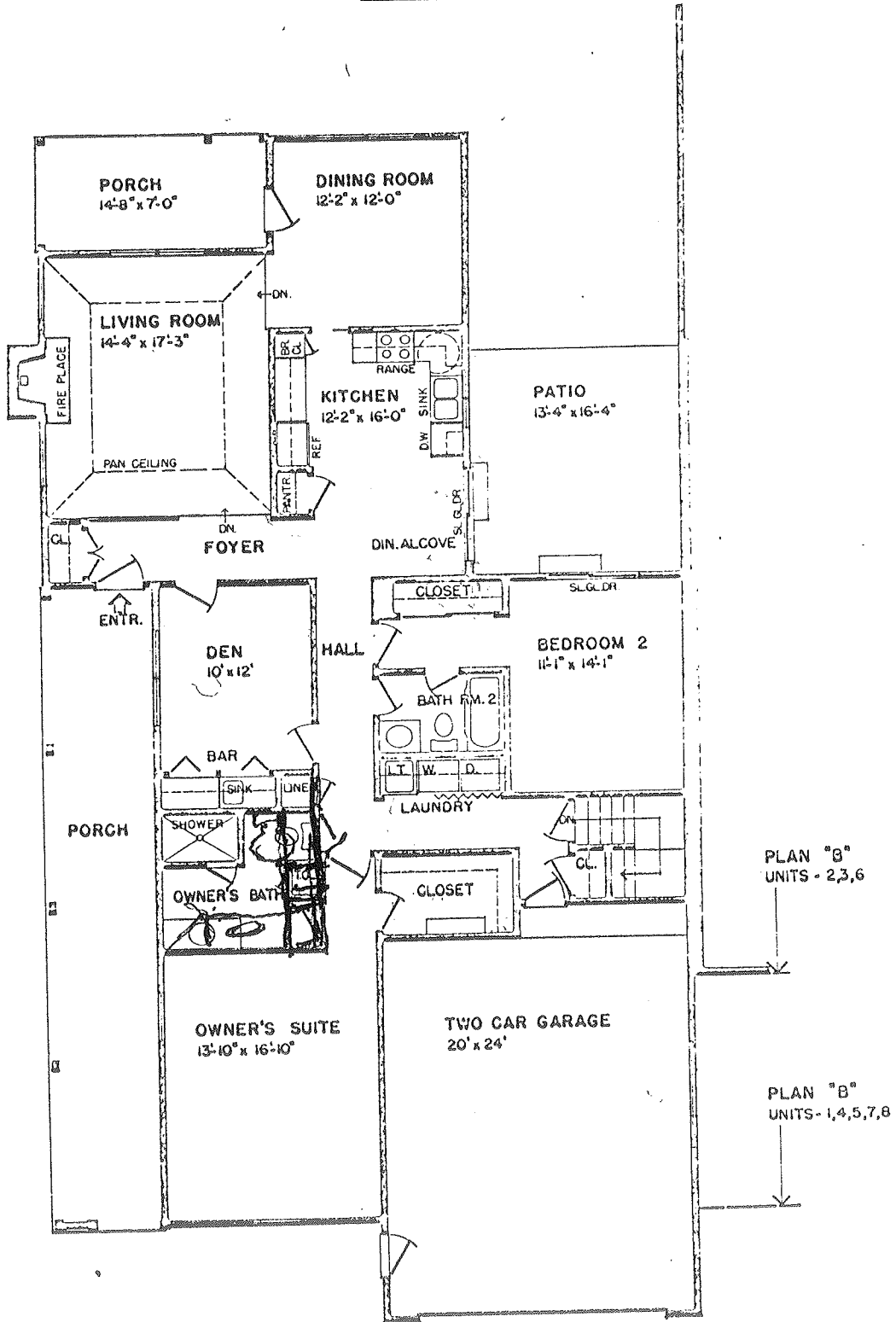
The Unit boundaries are described in the Declaration in detail. This description also appears on page G 5.



Boundaries. Each unit shall be bounded as shown on the Plans, subject to such encroachments as may be created by construction, settlement or movement of the structure of which the unit is a part.

Each unit is measured horizontally from the interior surfaces (but not including such surfaces) of the masonry block, brick, finished siding or other exterior finished material of all walls to the interior surface (but not including such surface) of the masonry block, brick, finished siding or other exterior finished material of all opposite walls. Vertically, each unit is measured from the lower surface of the concrete floor forming the basement or garage of the unit up to the lower surface (but not including the surface) of the roof rafters and roof structural members. Doors, windows, stairs and their platforms which open from or abut a unit, as well as the space within any brick walled yard, porch, patio or atrium are a part of the unit.

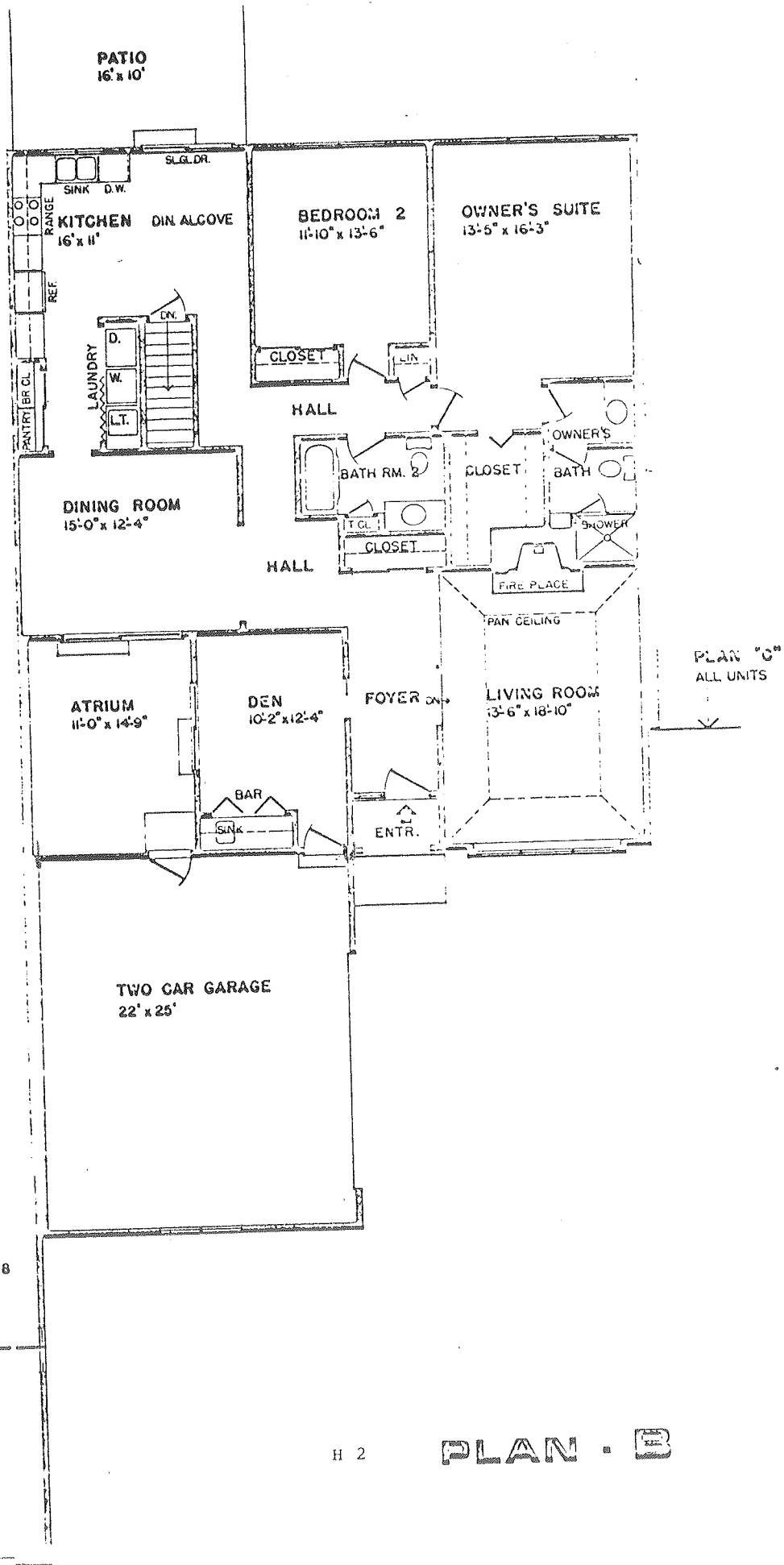
SCHEDULE H



H 1

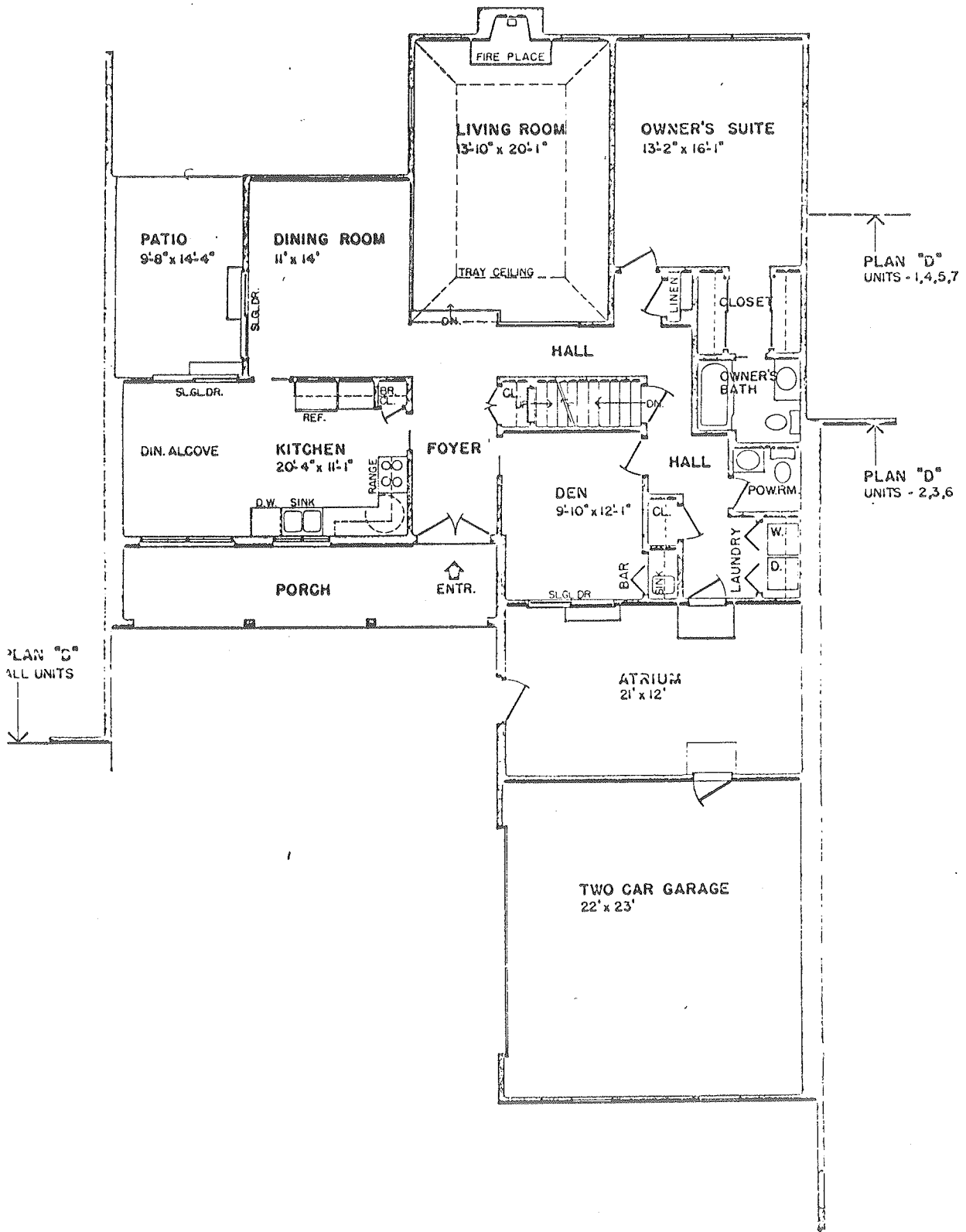
PLAN - A

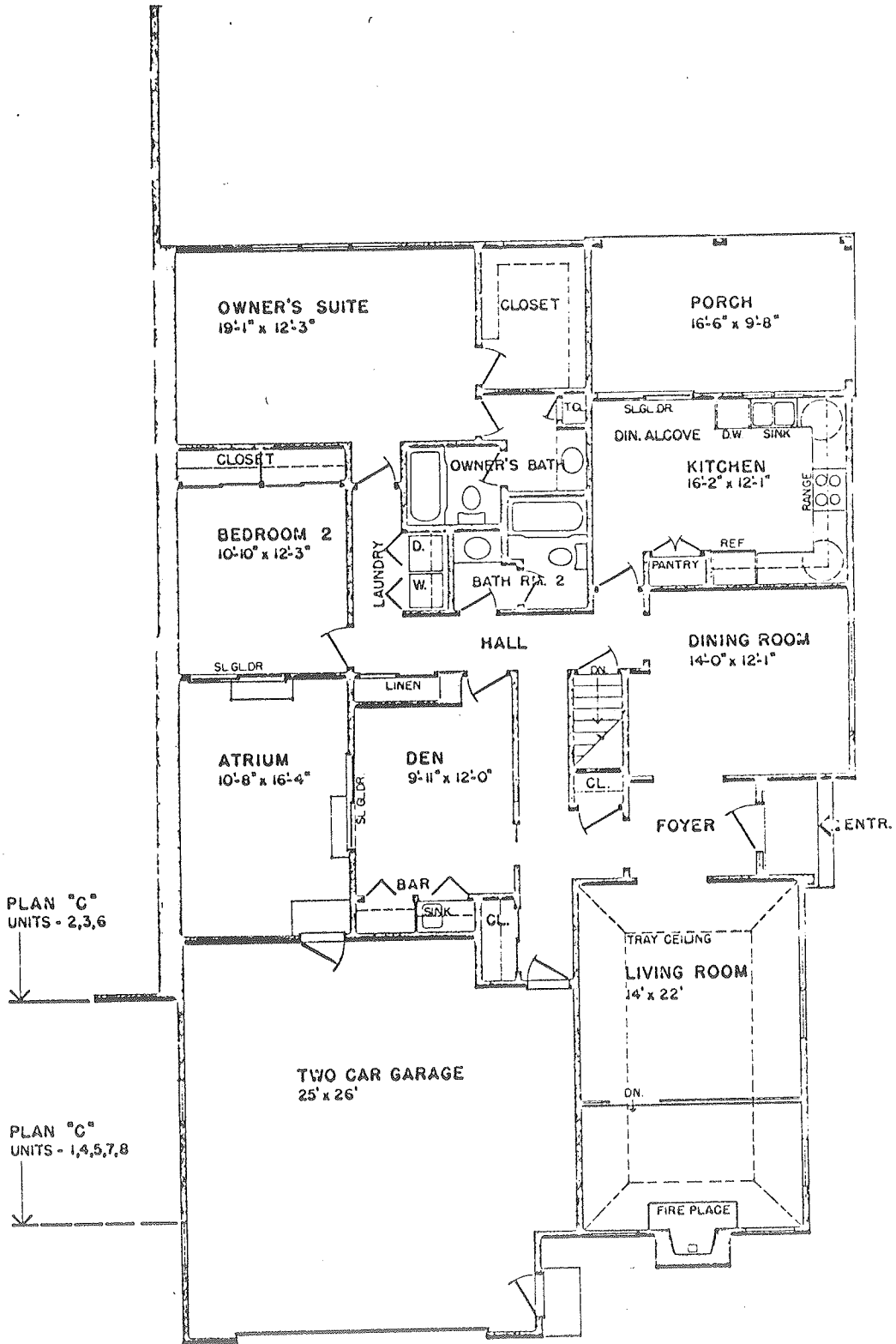
1744 sq feet



PLAN "A"  
UNITS - 1,4,5,7,8

PLAN "A"  
UNITS - 2,3,6







TOBEY WOODS CONDOMINIUM  
PURCHASE AGREEMENT

Agreement made and dated \_\_\_\_\_, 19\_\_\_\_, between RYAN HOMES, INC., a domestic corporation having its offices at 26 State Street, Pittsford, New York, hereinafter called the Seller, and \_\_\_\_\_ residing at \_\_\_\_\_ hereinafter called the Purchaser.

WHEREAS, the Seller will promulgate a Condominium Plan and desires to offer for sale, pursuant to Article 9-B of the Real Property Law of the State of New York, one story Townhouse type condominium units to be situated on the land owned by it located in Pittsford, New York, and the Purchaser is desirous of purchasing a unit therein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the parties hereto mutually agree as follows:

1. The Purchaser hereby agrees to purchase and the Seller agrees to sell the Townhouse Unit designated as No. \_\_\_\_\_ as shown on the plot plan which forms a part of the Offering Plan attached hereto, together with \_\_\_\_\_ undivided interest in the common elements appurtenant thereto.
2. Said construction to be completed in a good and workmanlike manner and shall include all necessary labor, materials, scaffolding, implements and cartage.
3. The Seller has been granted a building permit from the Town of Pittsford which will permit the Seller to erect thirty-two (32) Townhouse Units as residential dwellings on the property. Prior to the Closing of Title set forth herein, the Seller

will declare the property and the Townhouse Units erected thereon to be a condominium pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York.

4. The Seller has exhibited and delivered to the Purchaser and the Purchaser has read and agrees to be bound by the proposed Declaration, By-Laws and Offering Plan of the said condominium (and the Schedules, Plans and Exhibits attached thereto) all of which are incorporated by reference and made a part of this agreement with the same force and effect as if set forth in full herein. The Purchaser acknowledges that he is purchasing a Unit in a condominium to be formed, and that except as stated in this agreement (and as set forth in the Declaration, By-Laws and Offering Plan), he has not relied on any plans, brochures, schedules, advertisements, representations or other statements of any kind or nature made by the Seller or otherwise, including but not limited to any relating to the description, size or dimensions of the Unit or rooms therein, the estimated common charges or other expenses in connection therewith.

5. The Declaration and By-Laws will be recorded by Seller in the Office of the County Clerk of Monroe County, prior to the conveyance of the first Unit as set forth in the Offering Plan. The Seller shall file with the Declaration when it is recorded or shall amend the Declaration prior to the closing date and file at such time a verified statement of a registered architect or licensed professional engineer certifying that the plans theretofore filed or being filed simultaneously with such amendment fully and fairly depict the layout, location, Unit designation and approximate dimensions of the Unit as built. The Declaration and By-Laws, when recorded by the Seller, will be

substantially in the form and substance of the Declaration and By-Laws delivered to the Purchaser and any changes therein will not substantially adversely affect the Purchaser.

6. It is specifically understood and agreed that in the event the Seller shall be unable to deliver or cause to be delivered a deed to the premises to the Purchaser in accordance with this agreement because of the inability of the Seller to complete the filing of the premises as part and parcel of a condominium plan in accordance with the Offering Plan of Tobey Woods Condominium dated July 29, 1974, and any amendments thereto, then the Seller shall immediately notify the Purchaser and thereupon this agreement shall terminate and the sole liability between the parties shall be the return by the Seller to the Purchaser of the Purchaser's down payment under this agreement.

7. The Closing of Title shall take place at an office to be designated by Seller or by the lending institution at o'clock on or about, 197, or such other date as may be mutually agreed upon by the attorneys for Seller and Purchaser. The Seller shall be entitled to a reasonable adjournment in the closing of title in the event of delay by reason of weather conditions, strikes or material shortages, or delays in inspections and reports thereon, or other requirements.

8. The purchase price is \$ payable as follows:  
\$ \_\_\_\_\_ 10% on the signing of this agreement,  
the receipt whereof is hereby acknowledged;  
\$ \_\_\_\_\_ 20% when basement wall has been completed;  
\$ \_\_\_\_\_ 45% when roof is on;

\$ \_\_\_\_\_ 70% when drywall stage has been completed;  
balance  
\$ \_\_\_\_\_ /by certified or bank cashier's check on  
closing of title.

Any payment made by check is accepted by Seller subject to collection.

9. This Purchase Agreement is subject to the Purchaser securing commitment for a conventional mortgage for at least \$ \_\_\_\_\_ within two weeks from the execution of this Agreement, and if Purchaser is unable to so secure such commitment, all moneys paid down shall be returned to Purchaser and this contract shall thereupon become void. Purchaser agrees to notify Seller in writing immediately upon receipt of such commitment, or inability to secure same, and construction shall thereupon be started as soon as possible after such notice.

10. All real estate taxes, pure waters or water pollution control charges shall be adjusted as of the date of closing in accordance with local custom. In addition, Purchaser shall pay at closing his prorated share of the common expenses assessment as provided for in Article XI, paragraph "D" of the Declaration and in the Offering Plan under "Common Charges and First Year's Operational Expenses." (p. 25)

11. In addition, Purchaser shall also contribute \$150.00 to the condominium as initial working capital at the time of closing.

12. Seller may, if it so desires, place a building loan mortgage with Purchaser's mortgagee in the same amount as Purchaser's commitment and shall receive the proceeds thereof; if said mortgagee refuses to give the Seller a commitment to pay the proceeds of such building loan to Seller according to the customary practice of Rochester, New York, banks, this agreement may, at Seller's option, be voided, and in that event, all sums paid by Purchaser shall be returned by Seller.

In the event that the mortgagee requires an agreement by Purchaser which will subordinate purchaser's interest in this contract to the building loan advances made by mortgagee to Seller, Purchaser agrees to execute such agreement and to pay all expenses thereof, including recording fee.

On closing of title, Purchaser agrees to secure the execution of such documents as shall be required by the mortgagee

to properly assume and agree to pay such building mortgage and will at that time reimburse Seller for the following building mortgage placement expenses: mortgage tax and recording, building loan agreement filing, bank's attorneys fees, origination or similar processing fees, together with any expenses mortgagee may charge on said assumption of mortgage. Purchaser also agrees to pay all building loan interest up to the closing of title.

13. The Seller will hold all monies received directly or through its agents or employees hereunder in trust until actually employed in connection with the consummation of the transaction herein. Such funds will be held as trust funds pursuant to Section 352-h of the General Business Law, in a special account in the Marine Midland Bank-Rochester, Rochester, New York. Such funds may be applied by the Seller, in its sole discretion before closing of title, solely towards the construction costs of the Condominium and the costs of the establishment of the Condominium and sale thereof, which costs shall not include repayment of any loans or obligations due to the Seller or any affiliated persons or entities. The signatures of E. Garrett Cleary, Esq., 44 Exchange Street, Rochester, New York, as attorney for the Seller, shall be required to withdraw any of such funds. The balance of such funds, if any, remaining in the trust account will be payable to the Seller after the closing of title to the Unit covered by this purchase agreement. In the event of default by the Purchaser under this purchase agreement, which default continues for ten days after notice of such default from the Seller to the Purchaser, the down payment may be released to the Seller from such account as liquidated damages and thereafter neither party shall

have any rights or obligations against or to the other.

14. The Seller agrees, at its own cost and expense to erect and complete the aforementioned Unit in accordance with the requirements as to materials and workmanship of the Building Department of the Town of Pittsford and further agrees that when completed the same will be in substantial accordance with the plans as filed with the Building Department.

15. All articles of personal property, fixtures and equipment as set forth in the Offering Plan for the Unit referred to herein are included in this sale, and same will be delivered free and clear of all liens and encumbrances.

16. The Seller reserves the right to: (a) make changes or substitutions of materials or construction for items as set forth in the Offering Plan or Building Plan, provided any such changes are of comparable value and quality; (b) determine the grading, elevation and design of all plots and dwellings to fit into the general pattern of the condominium; and (c) determine elevation and location of foundations and streets to conform with topographical conditions.

17. The closing deed shall be in proper statutory form for record; shall be Warranty Deed with covenants; shall be duly executed and acknowledged by the Seller at the Seller's expense; and shall contain such a description of the premises as shall validly convey under the Condominium Act, the Unit and the undivided interest in the common elements referred to herein. At the closing of title the Purchaser agrees to execute and deliver to Seller the power of attorney in the form annexed hereto (and made a part hereof) and designated "Schedule A."

18. The Seller shall give and Purchaser shall accept a good

and marketable title (subject to the terms of the Declaration and By-Laws as filed and of the Offering Plan), free and clear of all liens and encumbrances except as set forth in the Offering Plan on pages 20 through 22 thereof; and such title as Title Guarantee Company will approve and insure for mortgages and/or fee title insurance. Fee title insurance, if ordered by Purchaser, shall be purchased from said title company at Purchaser's own cost and expense.

19. The Seller's liability under this agreement for failure to complete and/or deliver title for any reasons other than Seller's willful default, shall be limited to the return of the money paid hereunder, and upon the return of said money, this agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Seller shall not be required to bring any action or proceeding or otherwise incur any unreasonable expense to render the title to the premises marketable or to cure any objection to title.

20. Anything to the contrary herein contained notwithstanding, it is specifically understood and agreed by the parties hereto that the acceptance of the delivery of the deed at the time of the closing of title hereunder shall constitute full compliance by the Seller with the terms of this agreement and none of the terms hereof, except as otherwise herein expressly provided, shall survive the delivery and acceptance of the deed. All representations contained in the Offering Plan shall survive delivery of the deed.

21. At the closing of title, the Seller will deliver the usual certificates (including those covering electrical installation) and it is further agreed that title will not close until a temporary or permanent certificate of occupancy has been issued covering the Unit. The provisions of this paragraph shall survive the closing of title and delivery of the deed.



22. The parties hereto do hereby agree that the Seller may cancel this agreement by forwarding its check in the full amount paid by the Purchaser, together with a notice in writing, addressed to the Purchaser at their address hereinabove set forth in the event of the occurrence of either of the following: (1) that any governmental bureau, department or subdivision thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions shall prevent the Seller from obtaining such materials from its regular suppliers or from using same in the construction and/or completion of the dwellings; or (2) that the Seller is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, or the installation of public utilities is restricted or curtailed.

23. The existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided the Seller shall deposit a sufficient amount with a title company so that said company shall be willing to insure against collection of same from the property herein described. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the property, not provided for in this agreement, out of the monies to be paid by the Purchaser at the time of closing title.

24. The risk of loss or damage to the Unit by fire or any other cause until the delivery of the deed is assumed by the Seller.

25. Seller agrees to deliver to Purchasers all documents and to perform all acts required by the Seller to carry out the provisions of all applicable laws and regulations. This paragraph shall survive delivery of the deed.

26. In the event the Seller shall be unable to convey title to the Unit on or before six months after the date of delivery of title set forth herein, except for the Purchaser's default, the Purchaser shall have the option to cancel this agreement and to have the down payment advanced by him returned to the Purchaser without interest.

27. The parties agree that the stipulations and agreements herein contained shall be binding upon them, their respective heirs, executors, administrators and/or assigns. The Purchasers agree that they will not record or assign this agreement or any of their rights hereunder without the written consent of the Seller. Any notice to be given hereunder shall be in writing and sent by certified mail to the parties at the address above given or at such address as either party may hereafter designate to the other in writing.

28. Manufacturers' warranties covering the heating and air conditioning systems and appliances as well as contractors' warranties against defects in workmanship and materials from the roofing, plumbing, heating and air conditioning contractors covering the Unit or applicable common elements will be delivered at the time of closing.

The Seller will promptly correct any defects in the construction of the Buildings, or in the installation or operation of any mechanical equipment therein, due to materials or improper workmanship substantially at variance with the plans and specifications, provided it is notified of such defects in writing within one year from the date of closing of title to the Unit in which the defect exists.

The warranties and agreements above referred to shall run for a period of one year from the date of title closing, and liability thereunder shall be limited to repair or replacement of defective parts. This paragraph shall survive the closing of title and the delivery of the deed. The heating and air conditioning systems will be installed so as to maintain temperatures in accordance with recommendations of the National Warm Air Heating and Air Conditioning Association.

29. The parties agree that no broker brought about this sale and Purchaser agrees to indemnify Seller against any claim brought for brokerage based upon Purchaser's act.

30. If two or more persons are named as the Purchaser herein, any one of them is hereby made agent for the other in all matters of any and every kind or nature affecting the premises herein or this agreement.

This agreement states the entire understanding of the parties and the Seller shall not be bound by any oral representations and/or agreements.

RYAN HOMES, INC.

By \_\_\_\_\_

This will acknowledge  
that a copy of the Offering  
Plan was delivered to me at  
least seventy-two hours  
before I signed the within  
Purchase Agreement.

\_\_\_\_\_ L.S.

\_\_\_\_\_ L.S.

SCHEDULE J

DEED

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_, 1974,  
between:

RYAN HOMES, INC., a corporation existing under the laws  
of the State of New York, having a place of business at No.  
26 State Street, Pittsford, New York, party of the first  
part, and

\_\_\_\_\_ party of the second part;

W I T N E S S E T H :

That the party of the first part, in consideration of  
Ten Dollars (\$10.00), lawful money of the United States, and  
other good and valuable considerations, paid by the party of  
the second part, does hereby grant and release unto the party  
of the second part, the heirs or successors and assigns of the  
party of the second part forever,

ALL that certain piece or parcel of real property,  
with the improvements therein contained, situate  
and being a part of a condominium in the Town of  
Pittsford, County of Monroe and State of New York,  
known and designated as Unit No. \_\_\_\_\_ together with  
an undivided interest in the common elements of the  
condominium hereinafter described as the same is  
defined in the declaration of condominium hereinafter  
referred to.

The real property above described is a Unit shown on the  
plans of a condominium prepared and certified by Howard L.  
Stone, Architect, and filed in the Office of the Monroe County  
Clerk on \_\_\_\_\_, 1974, as File No. \_\_\_\_\_ as defined  
in the declaration of condominium entitled Tobey Woods Con-  
dominium made by Ryan Homes, Inc. and recorded in the Office  
of the Monroe County Clerk on \_\_\_\_\_, 1974, in

Liber            of Deeds, at page            , covering the property  
therein described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the  
Town of Pittsford, County of Monroe and State of New  
York, being a part of Town Lot 57, bounded and  
described as follows:

Commencing at a point in the center line of Tobey  
Road where it intersects the south line of prem-  
ises conveyed by Ryan Homes, Inc. to Ryson Develop-  
ment Corporation by Deed recorded in Monroe County  
Clerk's Office in Liber 3954 of Deeds at page 302;  
thence N 80° 10' 12" W and along said south line of  
premises so conveyed in Liber 3954 of Deeds at page  
302, a distance of 29.34 feet to a point in the  
westerly line of said Tobey Road, which point is the  
true beginning of the premises herein described.

Thence (1) N 80° 10' 12" W and along the said south  
line of premises so conveyed in Liber  
3954 of Deeds at page 302, a distance of  
965 feet;

Thence (2) N 9° 49' 48" E, a distance of 120 feet;

Thence (3) N 23° 2' E, a distance of 216 feet;

Thence (4) N 56° 30' 6" E, a distance of 64.51 feet;

Thence (5) N 23° 2' E, a distance of 532.29 feet to  
a point in the westerly line of Tobey  
Road;

Thence (6) S 32° 58' E and along the said westerly  
line of Tobey Road, a distance of 593.47  
feet to an angle point in said Road;

Thence (7) S 27° 32' 52" E and along the said  
westerly line of Tobey Road, a distance  
of 522.05 feet to an angle point in said  
Road;

Thence (8) S 22° 39' 12" E and along the said west-  
erly line of Tobey Road, a distance of  
50.33 feet to the true point of beginning  
of the premises herein described, which  
point is also the beginning of Course  
"1" herein.

Reserving to Ryan Homes, Inc. its successors and assigns,  
the right, privilege and easement to connect with storm  
and sanitary sewer easements and water, drainage,  
electric, gas, telephone and other public utility  
easements of record at the date hereof affecting  
the premises herein conveyed; provided that all damage  
caused by the exercise of such rights is promptly re-  
paired by the said Ryan Homes, Inc., its successors and  
assigns, including without limitation the restoration of  
all surface areas to their condition immediately prior to  
such exercise, and ALSO SUBJECT TO easement to Town of  
Pittsford recorded January 9, 1974 in Liber 4584 of Deeds,  
page 216; and to easements to Rochester Gas and Electric  
Corporation and Rochester Telephone Corporation recorded  
January 30, 1974 in Monroe County Clerk's Office in Liber  
4594 at pages 9 and 12.

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, by-laws, rules, regulations and easements all as set forth in the Condominium Documents filed and recorded as aforesaid, all of which by acceptance of this Deed the party of the second part assumes and agrees to be bound by.

SUBJECT TO a first mortgage in the sum of \$                      made by  
by  
to  
dated                      recorded on  
in the Office of the Monroe County Clerk in Liber                      of  
Mortgages, page                      , which the party of the second part  
hereby assumes and agrees to pay.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants as follows:

FIRST: That the party of the first part is seized of the said premises in fee simple and has good right to convey the same;

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

THIRD: That the said premises are free from incumbrances;

FOURTH: That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH: That the party of the first part will forever warrant the title to said premises.

This deed is subject to the trust provisions of Section 13 of the Lien Law.

This conveyance has been made by the unanimous consent of all of the stockholders of the party of the first part.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed and the party of the second part has duly assumed the mortgage therein referred to, the day and year first above written.

RYAN HOMES, INC.

By \_\_\_\_\_

Party of the first part

\_\_\_\_\_

\_\_\_\_\_

Party of the second part

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1974, before me personally came JOHN H. RYAN, to me known, who, being by me duly sworn, did depose and say that he resides at 15 Buckland Avenue, Rochester, New York; that he is the President of RYAN HOMES, INC., the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such 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.

\_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1974, before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

\_\_\_\_\_

SCHEDULE K

POWER OF ATTORNEY

I (We),  
the owner of Unit No. \_\_\_\_\_ in the condominium known as Tobey Woods Condominium covering the property located in the Town of Pittsford, Monroe County, New York, do hereby irrevocably nominate, constitute and appoint the members of the Board of Managers of Tobey Woods Condominium and their successors, jointly, my true and lawful attorney-in-fact, coupled with an interest, in my name and on my behalf to acquire in their own name or in the name of their designee by deed on behalf of all owners of Units in said property, any Unit whose owner desires to abandon the same, or which shall be the subject of a foreclosure sale or in lieu of a foreclosure sale, at such price and on such terms as my said attorneys-in-fact shall in their sole discretion deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote, or otherwise deal in such Unit so acquired, at such terms as my attorneys-in-fact may in their sole discretion determine, granting to my said attorneys-in-fact the power to do all things in the said premises which I could do if I were personally present.

I (We) do hereby further irrevocably nominate, constitute and appoint the members of the Board of Managers of Tobey Woods Condominium, and their successors, jointly, my true and lawful attorneys-in-fact coupled with an interest in my name and on my behalf to vote at any Unit Owners' meeting for, and to file an amendment to the Declaration of Tobey Woods Condominium permitting the certification by a registered architect or



professional engineer, certifying that the floor plans filed as part of an Amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the lay-out, location, designation and approximate dimensions of the Units as built or for the purpose of amending such Declaration to carry out any of the provisions of the Offering Plan of such Condominium.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this            day of            , 197   .

\_\_\_\_\_  
\_\_\_\_\_

STATE OF NEW YORK    )  
                              : SS:  
COUNTY OF                )

On this            day of            , 197   , before me personally came the person described in and who executed the within Power of Attorney and acknowledged to me that he executed the same.

\_\_\_\_\_

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DECLARATION  
OF  
TOBEY WOODS CONDOMINIUM

PURSUANT TO ARTICLE 9-B OF THE  
REAL PROPERTY LAW OF THE STATE OF NEW YORK

In the Town of Pittsford, County of Monroe and State of New York, on this            day of            , 1974, RYAN HOMES, INC., a corporation organized and existing under the laws of the State of New York, with its principal office at 26 State Street, Town of Pittsford, Monroe County, New York, hereinafter referred to as the "Grantor" represented in this Declaration by its President, John H. Ryan, who is fully empowered and qualified to execute this Declaration on behalf of the said corporation, does hereby state:

1.    Submission of Property.    By this Declaration, the Grantor submits the property described in this Declaration to the provisions of Article 9-B of the Real Property Law of the State of New York.

2.    Description of Property.    The said property on which the buildings and improvements are to be located and which Grantor hereby submits to the provisions of the Condominium Act is described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Pittsford, County of Monroe and State of New York, being a part of Town Lot 57, bounded and described as follows:

Commencing at a point in the center line of Tobey Road where it intersects the south line of premises conveyed by Ryan Homes, Inc. to Ryson Development Corporation by Deed recorded in Monroe County Clerk's Office in Liber 3954 of Deeds at page 302; thence N 80° 10' 12" W and along said south line of premises so conveyed in Liber 3954 of Deeds at page

302, a distance of 29.34 feet to a point in the westerly line of said Tobey Road, which point is the true beginning of the premises herein described.

- Thence (1) N 80° 10' 12" W and along the said south line of premises so conveyed in Liber 3954 of Deeds at page 302, a distance of 965 feet;
- Thence (2) N 9° 49' 48" E, a distance of 120 feet;
- Thence (3) N 23° 2' E, a distance of 216 feet;
- Thence (4) N 56° 30' 6" E, a distance of 64.51 feet;
- Thence (5) N 23° 2' E, a distance of 532.29 feet to a point in the westerly line of Tobey Road;
- Thence (6) S 32° 58' E and along the said westerly line of Tobey Road, a distance of 593.47 feet to an angle point in said Road;
- Thence (7) S 27° 32' 52" E and along the said westerly line of Tobey Road, a distance of 522.05 feet to an angle point in said Road;
- Thence (8) S 22° 39' 12" E and along the said westerly line of Tobey Road, a distance of 50.33 feet to the true point of beginning of the premises herein described, which point is also the beginning of Course "1" herein.

Reserving to Ryan Homes, Inc. its successors and assigns, the right, privilege and easement to connect with storm and sanitary sewer easements and water, drainage, electric, gas, telephone and other public utility easements of record at the date hereof affecting the premises herein conveyed; provided that all damage caused by the exercise of such rights is promptly repaired by the said Ryan Homes, Inc., its successors and assigns, including without limitation the restoration of all surface areas to their condition immediately prior to such exercise, and ALSO SUBJECT TO easement to Town of Pittsford recorded January 9, 1974 in Liber 4584 of Deeds, page 216; and to easements to Rochester Gas and Electric Corporation and Rochester Telephone Corporation recorded January 30, 1974 in Monroe County Clerk's Office in Liber 4594 at pages 9 and 12.

3. Name and Address. The condominium shall be known as "Tobey Woods Condominium." Its address shall be 99 Tobey Road, Pittsford, New York 14534.

4. Building and Improvements. The Grantor intends and will construct upon the above described premises eight multi-family one-story buildings with basements. Each such building will contain four individual townhouse-type dwelling units with basement, two car attached garage and an enclosed yard area, porch, patio or atrium. The buildings will be of frame construction with concrete block common walls separating the units in each building from one another.

The following street addresses shall constitute the identity of the units as shown on the plans attached hereto as Exhibit A:

- Unit 1 - 1 Tobey Woods Condominium  
Tax Account #5374-901
- Unit 2 - 2 Tobey Woods Condominium  
Tax Account #5374-902
- Unit 3 - 3 Tobey Woods Condominium  
Tax Account #5374-903
- Unit 4 - 4 Tobey Woods Condominium  
Tax Account #5374-904
- Unit 5 - 5 Tobey Woods Condominium  
Tax Account #5374-905
- Unit 6 - 6 Tobey Woods Condominium  
Tax Account #5374-906
- Unit 7 - 7 Tobey Woods Condominium  
Tax Account #5374-907
- Unit 8 - 8 Tobey Woods Condominium  
Tax Account #5374-908
- Unit 9 - 9 Tobey Woods Condominium  
Tax Account #5374-909
- Unit 10- 10 Tobey Woods Condominium  
Tax Account #5374-910
- Unit 11- 11 Tobey Woods Condominium  
Tax Account #5374-911
- Unit 12- 12 Tobey Woods Condominium  
Tax Account #5374-912

Unit 13- 13 Tobey Woods Condominium  
Tax Account #5374-913

Unit 14- 14 Tobey Woods Condominium  
Tax Account #5374-914

Unit 15- 15 Tobey Woods Condominium  
Tax Account #5374-915

Unit 16- 16 Tobey Woods Condominium  
Tax Account #5374-916

Unit 17- 17 Tobey Woods Condominium  
Tax Account #5374-917

Unit 18- 18 Tobey Woods Condominium  
Tax Account #5374-918

Unit 19- 19 Tobey Woods Condominium  
Tax Account #5374-919

Unit 20- 20 Tobey Woods Condominium  
Tax Account #5374-920

Unit 21- 21 Tobey Woods Condominium  
Tax Account #5374-921

Unit 22- 22 Tobey Woods Condominium  
Tax Account #5374-922

Unit 23- 23 Tobey Woods Condominium  
Tax Account #5374-923

Unit 24- 24 Tobey Woods Condominium  
Tax Account #5374-924

Unit 25- 25 Tobey Woods Condominium  
Tax Account #5374-925

Unit 26- 26 Tobey Woods Condominium  
Tax Account #5374-926

Unit 27- 27 Tobey Woods Condominium  
Tax Account #5374-927

Unit 28- 28 Tobey Woods Condominium  
Tax Account #5374-928

Unit 29- 29 Tobey Woods Condominium  
Tax Account #5374-929

Unit 30- 30 Tobey Woods Condominium  
Tax Account #5374-930

Unit 31- 31 Tobey Woods Condominium  
Tax Account #5374-931

Unit 32- 32 Tobey Woods Condominium  
Tax Account #5374-932



Units 1, 5, 9, 13, 17, 21, 25 and 29 (Plan "A") are one story units, each containing approximately 1744 square feet\* of living area, as described in the Plans attached hereto. Unit area is comprised of a dropped living room (17' 3" x 14' 4")\* with fireplace and tray ceiling, dining room (12' 0" x 12' 2"), kitchen and eating area (16' 0" x 12' 2"), owner's bedroom (16' 10" x 13' 10") with walk-in closet (5' 0" x 8' 3") and private bath (8' 6" x 10' 0"), second bedroom (14' 1" x 11' 1"), second bath (8' 2" x 5' 0"), den (12' 0" x 10' 0") with wet bar, all plus foyer, halls, closets, and first floor laundry area. These units have direct access to the following restricted area: garage, porch off dining room, porch off foyer, and patio off kitchen and second bedroom; all said restricted areas having access to the common area.

Units 2, 6, 10, 14, 18, 22, 26 and 30 (Plan "B") are one story units, each containing approximately 1889 square feet\* of living area, as described in the Plans attached hereto. Unit area is comprised of a dropped living room (18' 10" x 13' 6")\* with fireplace and tray ceiling, dining room (15' 0" x 12' 4"), kitchen and eating area (16' 0" x 11' 0"), owner's bedroom (16' 3" x 13' 5") with walk-in closet (6' 5" x 6' 3"), and private compartment bath (12' 0" x 6' 0"), second bedroom (13' 6" x 11' 10"), second bath (9' 6" x 5' 0"), den (12' 4" x 10' 2") with wet bar, all plus foyer, halls, closets, and first floor laundry area. These units have direct access to the following restricted areas: garage, patio off kitchen, and atrium off dining room and den. Main entrance, patio and

garage have access to the common area.

Units 3, 7, 11, 15, 19, 23, 27 and 31 (Plan "C") are one story units, each containing approximately 1517 square feet\* of living area, as described in the Plans attached hereto. Unit area is comprised of a dropped living room (20' 1" x 13' 10")\* with fireplace and tray ceiling, dining room (14' 0" x 11' 0"), kitchen and eating area (20' 4" x 11' 1"), owner's bedroom (16' 1" x 13' 2") with dressing/closet area (7' 2" x 5' 10") and private bath (6' 0" x 7' 0"), den (12' 1" x 9' 10") with wet bar, powder room (4' 8" x 4' 11"), all plus foyer, halls, closets, and first floor laundry area. These units have direct access to the following restricted areas: garage, porch off foyer, atrium off den and rear hall, and patio off kitchen and dining room; all said restricted areas having access to the common area.

Units 4, 8, 12, 16, 20, 24, 28 and 32 (Plan "D") are one story units, each containing approximately 1823 square feet\* of living area, as described in the Plans attached hereto. Unit area is comprised of a partially dropped living room (22' 0" x 14' 0")\* with fireplace and tray ceiling, dining room (14' 0" x 12' 1"), kitchen and eating area (16' 2" x 12' 1"), owner's bedroom (19' 1" x 12' 3") with walk-in closet (9' 0" x 6' 5") and private compartment bath (11' 6" x 6' 0"), second bedroom (12' 3" x 10' 10"), second compartment bath (8' 0" x 5' 0"), den (12' 0" x 9' 11") with wet bar, all plus foyer, halls, closets, and first floor laundry area. These units have direct access to the following restricted areas: garage, porch off kitchen, and atrium off den and second bedroom. The entrance, porch, and garage have access to the common areas.

\* All dimensions and square foot totals are approximate. Square foot totals are arrived at by measuring to outside of stud walls and only includes habitable living area (no basements, porches, terraces or atriums included in square foot totals). The room dimensions are measured from the inside of the drywall to the inside of the opposite drywall.

Each unit shall be equipped with its own combination heating-cooling-humidifying unit, hot water heater, double self cleaning oven, cook top, dish washer, disposal, and automatic garage door opener.

All pipes, sewers, water mains, wires, conduits and public utility lines located within each unit shall be owned by such Unit Owner. Any portion of such pipes, sewers, water mains, wires, conduits and public utility lines located in the common elements will be owned in common by the Unit Owners, with the exception of the storm and sanitary mains and wyes which are owned by the Pittsford Sewer and/or Drainage District which is the holder of an easement therefor. Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, sewers, water mains, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, sewers, water mains, wires, conduits and public utility lines servicing such other Units, and located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, sewers, water mains, wires, conduits and

public utility lines located in any Unit and servicing any other Unit. The cost of such repairs shall be a common expense. The Board of Managers shall have a right of access to all common elements for maintenance, repair or improvement whether such common elements are restricted or not.

5. Percentage of Interest in Common Elements. Each Unit Owner shall have the following undivided interest in the common elements:

Unit 1 - 3.12%	Unit 17 - 3.12%	
Unit 2 - 3.39%	Unit 18 - 3.39%	
Unit 3 - 2.72%	Unit 19 - 2.72%	
Unit 4 - 3.27%	Unit 20 - 3.27%	
Unit 5 - 3.12%	Unit 21 - 3.12%	
Unit 6 - 3.39%	Unit 22 - 3.39%	— MORIN
Unit 7 - 2.72%	Unit 23 - 2.72%	— REA
Unit 8 - 3.27%	Unit 24 - 3.27%	— PRESCHNER
Unit 9 - 3.12%	Unit 25 - 3.12%	— EISCHWART
Unit 10 - 3.39%	Unit 26 - 3.39%	
Unit 11 - 2.72%	Unit 27 - 2.72%	
Unit 12 - 3.27%	Unit 28 - 3.27%	
Unit 13 - 3.12%	Unit 29 - 3.12%	
Unit 14 - 3.39%	Unit 30 - 3.39%	
Unit 15 - 2.72%	Unit 31 - 2.72%	
Unit 16 - 3.27%	Unit 32 - 3.27%	

The percentage of interest of each unit in the common elements has been determined on the approximate proportion that the floor area of the unit at the date of the Declaration bears to the then aggregate floor area of all the units.

## ARTICLE I - DEFINITIONS

As used herein or elsewhere in the Condominium Documents, unless the context requires otherwise, the terms used in the Condominium Documents shall have the definitions provided in Section 339-e of the Real Property Law of the State of New York as in effect as of the date of recording hereof, except that the terms below shall be defined as follows:

A. Assessment or Common Charges - Each unit's proportionate share of the common expenses in accordance with its common interest.

B. Common Elements - All that part of the Condominium property which is not within the individual units as shown on Exhibit A including the land upon which the buildings are located, driveways, walkways, landscaping, central and appurtenant installations for services such as power, light, gas, water and sewage, all apparatus and installations existing for common use, all exterior walls of the units and their roofs, all walls separating the units and the courtyards from one another (party walls), entrance gates, and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use. Certain portions of the common elements are irrevocably restricted in use as outlined in Article II-F of this Declaration.

C. Common Expenses - The actual and estimated cost of:

1. Maintenance, management, operation, repair and replacement of the common elements. Maintenance and repair of exterior walls of the units and their roofs including any brick walls and entrance gates shall constitute common expenses. The Condominium will be metered as an entity for water, and as a

result, water bills shall constitute common expenses.

2. Management and administration of the Condominium, including but not limited to, compensation paid by the Condominium to a managing agent, accountants, attorneys, and other employees, and

3. Any other items held by or in accordance with other provisions of this Declaration or the Condominium Documents to be common expenses.

D. Condominium. - The land, the buildings and all other improvements therein, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the Condominium Act.

E. Condominium Documents - The Declaration and the Exhibits annexed hereto, as the same from time to time may be amended:

Exhibit A - "Plans" - Site plans showing units (their unit designation and tax account numbers), the common elements which are common areas, irrevocably restricted areas, together with unit plans with approximate areas and number of rooms, certified by Howard L. Stone, Architect, and intended to be filed in the office of the Clerk of Monroe County simultaneously with the recording of this Declaration.

Exhibit B - By-Laws of Tobey Woods Condominium.

F. Plans - The plans referred to in Article I, paragraph E above and which are Exhibit A filed in the Office of the Monroe County Clerk.

ARTICLE II - COMMON ELEMENTS USE

The common elements shall be used in accordance with and subject to the following provisions.

A. Covenant Against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the condominium method of ownership, the property constituting the common elements shall remain undivided and no person, irrespective of the nature of his interest in the common elements property, shall bring any action or proceeding for partition or division thereof, or any part thereof, until the termination of this Declaration in accordance with provisions herein contained.

B. Rules and Regulations. No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations (House Rules) pertaining thereto as from time to time may be promulgated by the Board of Managers. Without in any manner intending to limit the generality of the foregoing, the Board of Managers shall have the right, but not the obligation, to promulgate rules and regulations (House Rules) limiting the use of the common elements to unit owners and their respective families, visitors, guests, invitees and employees.

C. Maintenance, Repair, Management and Operation. Maintenance, repair, management and operation of the common elements shall be the responsibility of the Board of Managers, but nothing herein contained shall be construed so as to preclude the Board of Managers from delegating to persons of its choice, such duties as may be imposed upon the Board of Managers by this paragraph and as are approved by the Board of Managers.

D. Expenses. Expenses incurred or to be incurred for

the maintenance, repair, management and operation of the common elements shall be collected from unit owners as assessed, in accordance with provisions contained herein.

E. Use. Subject to the rules and regulations from time to time pertaining thereto, all unit owners may use the common elements for their intended use and in such manner as shall not restrict, interfere with or impede the use thereof by other unit owners.

F. Irrevocably Restricted Area. Certain portions of the common elements are irrevocably restricted in use to specified Unit Owners, subject to the right of the Board of Managers to enter upon any restricted area for maintenance, repair or improvement of a unit or common element and subject to the rules of the Board of Managers (see By-Laws, Article VI). Any portion of the common elements which is not restricted in use may be used by a unit owner. The common elements are not subject to partition nor are they severable from the units except in accordance with the Real Property Law. Reference is made to Exhibit A for a detailed description of such restricted areas. Such description may be generally summarized as follows:

1. Any fence, patio, porch, atrium and/or garage abutting each unit and the exterior walls of the unit but not including the surface of such fence or exterior walls (except that to the extent there are any gaps in such fence or exterior walls, bounded by an imaginary line extending across such gaps and running parallel to the surface of such fence or exterior walls abutting the courtyard but not including such surfaces) are restricted in use to the unit abutting the same. In addition, that portion of each driveway in the immediate vicinity of



its Unit, shall be irrevocably restricted in use to that particular Unit Owner, with the exception of those Units which share a driveway, which units are the two middle units in each building (Plan "B" and Plan "C" Units). The driveway leading to the garage of such middle units shall be irrevocably restricted in use in common to those two particular Unit Owners.

2. The land which is located directly beneath each Unit is restricted in use to the owner of such unit.

The unit owner cannot change the landscaping of the land adjoining his unit nor can a fence be erected any place in the Condominium without the prior consent of the Board of Managers.

G. Alterations and Improvements. The Board of Managers shall have the right to make or cause to be made such alterations and improvements to the common elements provided the making of such alterations and improvements are approved by the Board of Managers and all first mortgagees of individual units. The costs of such alterations or improvements shall be assessed as common expenses.

H. Common Interest. Each unit owner shall have an undivided interest in the common elements as set forth in paragraph 5 of the prelude to this Declaration. The common elements are defined in Article I, paragraph B of this Declaration, and are shown, in part, on the plans which constitute Exhibit A and which are to be filed in the Office of the Monroe County Clerk. This common interest may be altered only by amendment hereto executed in form for recording by all the unit owners and first mortgagees of such owners in an amended Declaration. No such

alteration of an interest in the common elements shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

The common interest of each unit owner in the common elements is appurtenant to the unit owned by him, and inseparable from unit ownership, and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

I. Certain portions of the common elements are irrevocably restricted in use to specified Unit Owners as described in Article II, paragraph F above, subject to the right of the Board of Managers to enter upon any restricted area for maintenance, repair or improvements of a unit or common element and subject to the rules of the Board of Managers.

#### ARTICLE III - MAINTENANCE AND REPAIR OF UNITS

The responsibility of the unit owner shall be to maintain, repair and replace at his expense, all portions of the unit, including, but not limited to foundation, floors, walls, ceilings, conduits, ducts, plumbing, water service inside unit area, wiring, exterior steps, garage, landscaping and all other required maintenance work on the entire unit area apart from interests in and portions designated as common elements.

#### ARTICLE IV - COMPOSITION OF UNITS

A. Real Property. Each unit, together with the space within it as shown on the Plans filed in the Office of the Clerk of Monroe County and designated Exhibit A to this

Declaration, and together with its appurtenant interest in the common elements, shall for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Condominium property, subject only to the provisions of this Declaration.

B. Boundaries. Each unit shall be bounded as shown on the Plans, subject to such encroachments as may be created by construction, settlement or movement of the structure of which the unit is a part.

Each unit is measured horizontally from the interior surfaces (but not including such surfaces) of the masonry block, brick, finished siding or other exterior finished material of all walls to the interior surface (but not including such surface) of the masonry block, brick, finished siding or other exterior finished material of all opposite walls. Vertically, each unit is measured from the lower surface of the concrete floor forming the basement or garage of the unit up to the lower surface (but not including the surface) of the roof rafters and roof structural members. Doors, windows, stairs and their platforms which open from or abut a unit, as well as the space within any brick walled yard, porch, patio or atrium are a part of the unit.

#### ARTICLE V - USE RESTRICTIONS

In order to provide for congenial occupation of the Condominium and to provide for the protection of the values of the units, the use of the Condominium property shall be restricted to and in accordance with the following provisions:

A. Type of Dwellings: The units shall be used for single family residences only.

B. Use of Common Elements. The common elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the units.

C. Occupancy. No unit shall be occupied by any persons taking possession in violation of the provisions of Article VI below.

D. Nuisances. No nuisances shall be allowed upon the Condominium property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property by its residents.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of the unit owner and the Board of Managers of the Condominium of complying with the requirements of governmental bodies which require maintenance, modification or repair of the Condominium property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Condominium property subject to such requirement.

F. Interpretation. In interpreting deeds, mortgages, and plans, the original existing physical boundaries, of a unit, (or in the event the unit is reconstructed in substantial accordance with the original plan, its existing physical boundaries as reconstructed), shall be conclusively presumed to

be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plans, regardless of minor variance between boundaries shown on the plans or in the deed and those of the building.

G. Regulations. Regulations concerning use of the Condominium property may be promulgated by the Board of Managers as hereinabove set forth; provided, however, that copies of such regulations are furnished to each unit owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Board of Managers are annexed hereto and made a part hereof as Article VII, House Rules of the By-Laws, Exhibit B. Any amendments thereto shall be recorded in the Office of the Clerk of Monroe County as amendments to said Exhibit. Such regulations shall not impair or limit the rights of mortgages as elsewhere recited.

#### ARTICLE VI - CONVEYANCE

The sale, voluntary transfer, conveyance, lease or mortgage of units shall be subject to the following provisions:

A. Sale, Transfer, Conveyance or Lease. No unit owner may dispose of a unit or any interest therein by sale, voluntary transfer, conveyance or lease without first giving to the Board of Managers of the Condominium an opportunity to purchase or lease such unit at the same price or rental and on the same terms as were offered by the proposed purchaser or lessee. The Board of Managers shall have the right to purchase or lease on behalf of remaining unit owners or may present a substitute purchaser or lessee as provided below.

1. Notice to Board of Managers. A unit owner intending to sell, transfer, convey or lease his unit or any

interest therein shall give notice to the Board of Managers of such intention, with the name and address of the intended purchaser, transferee or lessee, his residence address, three business and social references, the terms of the said sale or lease, and such other information as the Board of Managers reasonably may require. The giving of such notice shall constitute a warranty and representation by the unit owner to the Board of Managers and to any purchaser, transferee or lessee produced by the Board of Managers as hereinafter provided, that the unit owner believes the proposal to be bona fide in all respects.

2. Option of Board of Managers. Within thirty days after receipt of such notice, the Board of Managers shall give notice to the unit owner desiring to sell or lease either waiving their right of first refusal in their own behalf and for any substitute purchaser or lessee, or furnishing a purchaser or lessee or presenting an offer on behalf of the remaining unit owners of the Condominium, on terms as favorable to the seller or lessor as the terms stated in the notice. In the event substitute purchasers or lessees or the remaining unit owners make an offer, the offeror may not have less than thirty days subsequent to the date of acceptance by the seller or lessor within which to close the transaction or execute the lease.

The unit owner giving such notice shall be bound to consummate the transaction with such substitute purchaser or lessee as may be furnished by the Board of with the remaining unit owners.

3. Failure to Act. In the event the Board of

Managers waives its right of first refusal, its waiver shall be in recordable form, signed by any officer of the Board, and shall be delivered to the purchaser or lessee. The failure of the Board of Managers to act within such thirty day period shall be deemed to constitute waiver of the right of first refusal following which the Board of Managers nevertheless shall prepare and deliver written waiver in recordable form, as aforesaid.

B. Unauthorized Transactions. Any sale, transfer, conveyance, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently the Board of Managers waives its right of first refusal.

C. Mortgage. No unit owner may mortgage his unit or any interest therein, except as to a first mortgage lien made to a bank, life insurance company, or federal or state savings and loan association, without the approval of the Board of Managers. Every mortgage which is not held by a bank, life insurance company, or federal or state savings and loan association shall be invalid as a lien against the unit without the approval of the Board of Managers. The action of the Board of Managers consenting to the making of a mortgage shall be in the same form as its waiver of right of first refusal for a sale, transfer, conveyance or lease.

Upon a resale of a unit, the seller may take back a purchase money mortgage and the "Grantor" may take back a purchase money mortgage upon the initial sale of a Unit.

ARTICLE VII - ADMINISTRATION

The administration of the Condominium property shall be governed by the following provisions:

A. Governing Body. The Condominium shall be governed by the Board of Managers consisting of not less than three nor more than thirty-two persons, elected in the manner prescribed in the By-Laws. If more than one person or a corporation holds title to the unit, then one person shall be designated in writing as representative for the unit by the respective owners or corporation. The same person may act as representative of two or more unit owners, if so designated, and shall have one vote for each unit represented, provided there shall always be at least three Managers.

B. By-Laws. The By-Laws of the Condominium shall be in the form attached hereto as Exhibit B until amended in the manner therein provided and those amendments are duly recorded.

C. Powers and Duties of Board. The powers and duties of the Board of Managers shall be those set forth in the Condominium Act, this Declaration and the By-Laws, together with those reasonably implied to effect the purpose of the Condominium and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and the By-Laws, the terms and provisions of this Declaration shall prevail, and the Board of Managers covenant to vote in favor of such amendments to the By-Laws as will remove such conflicts or inconsistencies. If there are inconsistencies between the Condominium Act, this Declaration and the By-Laws, the Condominium Act shall prevail, and the Board of Managers covenant to vote in favor of such amendments to the Declaration and By-Laws as will remove such conflicts or inconsistencies.



The powers and duties of the Board of Managers shall be exercised in the manner provided by the By-Laws and any duties or rights of the Board of Managers which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Managers, such act or approval must be that of the Board done or given in accordance with the By-Laws.

D. Notices or Demands. Notices or demands for any purpose shall be given in the manner provided in this Declaration and in the By-Laws.

E. Service of Process. Service of process in connection with any action commenced against the Condominium or its Board of Managers may be made upon the President or Secretary thereof at the unit in the Condominium of which he is the owner or upon the owner's nominee.

F. Funds and Titles Held by Board. All funds acquired by the Board of Managers of the Condominium and the proceeds thereof, after deducting therefrom the costs incurred by the Board in acquiring the same, shall be held for the benefit of the unit owners for the purpose stated herein.

#### ARTICLE VIII - INSURANCE

The insurance which shall be carried upon the Condominium property shall be governed by the provisions which follow:

A. Authority to Purchase. With the exception of Builders' Risk and other required insurance furnished by the developer during construction, all insurance policies upon the Condominium (with the exception stated below in paragraph C) shall be purchased by the Board of Managers for the benefit of

the Unit Owners and their respective mortgagees as their interests may appear and shall provide for the issuance of the certificates of insurance with mortgagee endorsements to the holders of first mortgages on the units or any of them, and shall provide that the insurer waives its rights of subrogation as to any claims against unit owners, the Board of Managers, and their respective employees, agents and guests. Such policy will also contain waivers of invalidity on account of acts of the insured and ten (10) days notice prior to any cancellation of any such policy. Such policies and endorsements shall be deposited with the Board of Managers.

B. Authority to Adjust. Each unit owner shall be deemed to have delegated to the Board of Managers his right to adjust with insurance companies all losses under policies purchased by the Board of Managers of the Condominium except in any case where the damage is restricted to one unit, subject to the rights of mortgagees of the unit owners.

C. Unit Owners Right to Purchase Insurance Coverage. Each unit owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability and additional insurance required by law, if any, but all such insurance shall contain the same waiver of subrogation as that to which reference is made in paragraph A above. To the extent that a unit owner obtains coverage for any risk related to his unit or Condominium property from an insurer other than the Condominium's insurer, he shall provide current certificates of coverage and deliver them to the Board of Managers.

D. Coverage.

1. Property Insurance. The structures and all

other insurable improvements upon the land, including common elements and all individual units, their improvements and betterments, and all personal property as may be owned by the Condominium shall be insured in an amount equal to the maximum insurable replacement value thereof as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

(b) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Condominium structures, including but not limited to, vandalism, malicious mischief, windstorm and additional perils.

2. Public Liability and Property Damage.

Insurance covering public liability and property damage shall be provided in such amounts and in such forms as shall be required by the Board of Managers, but in no event less than \$500,000 for bodily injury to one person per occurrence; \$1,000,000 for aggregate bodily injury to all persons per one occurrence and \$250,000 property damage per occurrence; including, but not limited to, hired automobile, non-owned automobile and off-premises employee coverage (if there are any employees).

3. Workmens Compensation. Should workmen's compensation be required by law for the Condominium, a workmens compensation policy meeting those requirements shall be procured.

4. Cross-liability Endorsements. All liability insurance shall contain cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

E. Premiums. Premiums upon insurance policies purchased by the Board of Managers shall be paid by the Board

and charged as common expenses, provided, however, that in charging the same to the unit owners, consideration may be given to the higher premium rates on some units than on others.

F. Insurance Trustee. All insurance policies purchased by the Board of Managers shall be for the benefit of the Condominium and the unit owners and their mortgagees as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Board of Managers, as Trustee. The Board, as Trustee, shall receive such proceeds as are paid and hold the same in trust for the purposes stated herein, and for the benefit of the Condominium, the Unit Owners, and their respective mortgagees, in the following shares:

1. Common Elements. Proceeds on account of damage to common elements for each unit owner and his mortgagee, if any, in accordance with such unit owner's proportionate interest in the common elements.

2. Units. Proceeds on account of units shall be held in the following undivided shares:

(a) partial destruction (when the structure is to be restored) -- for the owners of damaged units in proportion to the cost of repairing the damage suffered by each damaged unit. The Board of Managers shall certify the appropriate portions as aforesaid, and each unit owner shall be bound by such certification.

(b) total destruction of a structure (where the structure is not to be restored) -- for all units in that structure their proportionate share based on the insured value of their unit of that structure.

3. Mortgages. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear.

G. Distribution of Proceeds. Proceeds of insurance policies received by the Board of Managers, as Trustees, shall be distributed to or for the benefit of the beneficial owners, in the following manner:

1. Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it.

2. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit, and may be enforced by it.

#### ARTICLE IX -

##### RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

A. Responsibility. If any portion of the structures in which the units are contained shall be damaged by casualty,

the damaged portion shall be reconstructed or repaired unless at a meeting of the members of the Board of Managers, which shall be called prior to commencement of such reconstruction or repair, this Declaration is terminated.

1. Plans on Reconstruction. Any such reconstruction or repair shall be substantially in accordance with the Plans as modified by current good building practices.

2. Encroachments. Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the unit owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans as filed in the Office of the Clerk of Monroe County or as the structure was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the structure stands.

3. Allocation of Responsibility. After casualty, each unit owner shall be responsible for the reconstruction and repair of the interior of his unit, including but not limited to partitions, floors, and appliances. The Board of Managers shall be responsible for the reconstruction and repair of the common elements.

B. Procedure.

1. Estimate of Costs. Immediately after a casualty causing damage to property for which the Board of Managers has the responsibility of maintenance and repair, the Board of Managers shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as

good as that before the casualty. Such costs may include professional fees and premiums for such Bonds as the Board of Managers desires.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Board of Managers (including the aforesaid fees and premiums, if any), assessments shall be made against all unit owners in sufficient amount to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs.

2. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Board of Managers and funds collected by the Board of Managers from assessments against unit owners, shall be disbursed in payment of such cost.

The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be disbursed to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amount and at such times as the unit owner may direct, or, if there is a mortgagee endorsement, then to such payees as the unit owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed as to limit or modify the responsibility of the unit owner to make

such reconstruction or repair.

3. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the funds is established, such balance shall be distributed jointly to the unit owners and their mortgagees who are the beneficial owners of the fund.

4. Allocation. When the damage is to both common elements and units, the insurance proceeds shall be applied first to the cost of repairing the common elements and the balance to the units in the shares above stated.

#### ARTICLE X - TAXES AND SPECIAL ASSESSMENTS

The assessment of each of the units for taxes and special assessments by governmental bodies shall be made according to the provisions of Section 339-y of the Condominium Act.

#### ARTICLE XI - ASSESSMENTS

Except as set forth in paragraph "L" of this Article, assessments against the unit owner shall be made by the Board of Managers and paid by the unit owners of the Condominium in accordance with the following provisions:

A. Share of Common Expenses: Each unit owner shall be liable for a share of the common expenses in accordance with their respective common interest and any common surplus shall be owned by each unit owner in a like share.

B. Assessments Other Than Common Expenses. Any assessment, the authority to levy which is granted to the Board of Managers by the Condominium Documents, shall be paid by the unit owners to the Board of Managers in the proportions



set forth in the provisions of the Condominium Documents authorizing the assessment.

C. Accounts. All sums collected by the Board of Managers from assessments may be comingled in a single fund but they shall be held for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

1. Common Expense Account -- to which shall be credited collections of assessments for all common expenses.

2. Alteration and Improvement Account -- to which shall be credited all sums collected for alteration and improvement assessments.

3. Reconstruction and Repair Account -- to which shall be credited all sums collected for reconstruction and repair assessments.

4. Surplus Account -- to which shall be credited all sums collected for emergencies.

D. Assessments for Common Expenses. Assessments for common expenses shall be made from time to time, but at least annually and as such other and additional common expenses assessments are required for the proper management, maintenance and operation of the common elements and property, the maintenance of which is elsewhere defined as a common expense. Such assessments (both regular and special) shall be due and payable on the first day of the month following their adoption by the Board of Managers. The total of the assessments shall be in the

amount of the estimated common expenses and may include a reasonable allowance for contingencies and reserves less the amounts of unneeded common expense account balances.

The Condominium will not have working capital upon its organization except for the contribution required from each purchaser upon the closing of title to his Unit. The Board of Managers will commence the collection of common charges upon the closing of title to the first Unit in an amount no greater than as set forth herein and only in such amount as will be necessary to carry out the duties of the Board of Managers as set forth in the Offering Plan and such common charges shall be paid by the Unit Owners and the Sponsor as owner of the unsold Units in accordance with the common interest set forth herein.

Assessments shall include a prorated share of the real property taxes for the Condominium property until the units are separately assessed and taxed by the taxing authorities.

E. Additional Assessments. Additional assessments shall be made in accordance with the provisions of the Condominium Documents, and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Managers of the Condominium.

F. Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid from the common expense account shall be made by the Board of Managers.

G. Assessment Roll. The assessments against all unit owners shall be set forth upon a roll of the units which shall be available in the Office of the Condominium for inspection at all reasonable times by unit owners or their duly authorized representatives. Such roll shall indicate for each unit the name and address of the owner or owners, the assess-

ments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Board of Managers as to the status of a unit owner's assessment account shall limit the liability of any person for whom made other than the unit owner. The Board of Managers shall issue such certificates to such persons as a unit owner may request in writing.

H. Liability for Assessments. The Board of Managers, on behalf of the unit owners, shall have a lien on each unit and all appurtenances thereto for the unpaid assessments thereof, together with interest thereon, prior to all other liens except only: (1) liens for taxes on the unit in favor of any assessing unit, school district, special district, county or other taxing unit, and (2) all sums unpaid on a first mortgage of record. Upon the sale or conveyance of a unit, such unpaid common charges shall be paid out of the sale proceeds or by the grantee. Such liability may not be avoided by a waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made. Any grantor or grantee of a unit shall be entitled to a statement from the Board of Managers, setting forth the amount of the unpaid common charges accrued against the unit, and neither grantor nor grantee shall be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid common charges against such unit accrued prior to such conveyance in excess of the amount therein set forth.

I. Lien for Assessments. The unpaid portion of an assessment which is due shall be secured by a lien arising when a verified notice claiming the lien has been recorded by the Board of Managers in the Office of the Clerk of Monroe

County stating the name and address of the Condominium property, the liber and page of record of the Declaration, the name of the record owner of the unit, and the unit designation, the amount and purposes for which due, and the date when due.

The lien when so filed shall continue in effect until all the sums secured thereby, with the interest thereon, shall have been fully paid or until expiration of six years from the date of filing, whichever occurs sooner. Upon such payment the unit owner shall be entitled to an instrument duly executed and acknowledged by the Board of Managers certifying to the fact of payment.

J. Interest. Assessments and installments thereof paid on or before ten days after the date when due shall not bear interest but all sums not paid on or before twenty days after the date when due shall bear interest at the then maximum legal rate of interest per annum from the date when due until paid. All payments upon account shall be applied first to the interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

K. Suit. The Board of Managers, on behalf of the unit owners, in its discretion, may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments, or by any other competent proceeding, and in any event, the Board of Managers, on behalf of the unit owners, shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the then maximum legal rate of interest per annum, and all costs incident to the collection and the action, suit or proceedings, including,

without limiting the same, to reasonable attorneys' fees.

If the Board of Managers elects to foreclose the lien for delinquent assessments for common charges, such foreclosure suit shall be authorized by and brought in the name of the Board of Managers, acting on behalf of the unit owners. The Board of Managers acting on behalf of the unit owners shall have power to bid in the unit at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

#### ARTICLE XII - COMPLIANCE AND DEFAULT

Each unit owner shall be governed by and shall comply with the terms of the Condominium Documents and regulations adopted pursuant thereto and said Documents and regulations as they may be amended from time to time. A default shall entitle the Board of Managers or other unit owners to the following relief:

A. Legal Proceedings. Failure to comply with any of the terms of the Condominium Documents and regulations adopted pursuant thereto shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and which relief may be sought by the Board of Managers or if appropriate, by an aggrieved unit owner.

B. Liability for Damage. All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expenses is not met by the proceeds of insurance carried by the

Condominium. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

D. No Waiver of Rights. The failure of the Board of Managers or a unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Board of Managers or unit owner to enforce such right, provision, covenant or condition in the future.

E. Cumulative Rights. All rights, remedies, and privileges granted to the Board of Managers or a unit owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

#### ARTICLE XIII - AMENDMENTS

Except for changes in each unit owner's undivided interest in the common elements (which cannot be changed except with the

consent of all unit owners and their mortgagees), the Condominium Documents may be amended in the following manner:

A. Declaration. Amendments to the Declaration shall be proposed and adopted as follows:

1. Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Resolution. A resolution adopting a proposed amendment may be passed by the Board of Managers. Managers not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than two-thirds of the managers and two-thirds of the first mortgagees of the unit owners.

3. Recording. A copy of each amendment shall be certified by the officers of the Board of Managers as having been duly adopted and shall be effective when recorded in the public records of Monroe County, New York. Copies of the same shall be sent to each owner and his mortgagee in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

B. By-Laws. The By-Laws of the Condominium shall be amended in the manner provided in that documents.

#### ARTICLE XIV - TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

A. Voluntary Termination. Voluntary termination of the Condominium may be effected by the affirmative agreement of

twenty-five of the unit owners (and their first mortgagees if a particular unit happens to be so mortgaged), which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded in the public records of Monroe County, New York. Where a unit is owned by more than one person, only one vote shall be recognized from the unit. If the persons owning a unit are evenly divided on whether to terminate, the vote shall be considered to be cast in favor of the position taken by the majority of the other unit owners.

B. Involuntary Termination. If it is determined in the manner elsewhere provided, that the property shall not be reconstructed after casualty, the condominium plan of ownership will be terminated and the Condominium Documents revoked. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Board of Managers certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Monroe County, New York.

C. Effect of Termination. After termination of the Condominium, the unit owners shall own the Condominium property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such unit owners shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the ratio of the value his unit bears to the total value of the Condominium as determined



by an independent appraisal made after the determination to terminate. All funds held by the Board of Managers and insurance proceeds, if any, shall be and continue to be held jointly for the unit owners and their first mortgagees in proportion to the amount of the assessments paid by each unit owner. The costs incurred by the Board of Managers in connection with a termination shall be a common expense.

Following termination, the Condominium property may be partitioned and sold upon the application of any unit owner. If the Board of Managers following a termination, by an affirmative vote of a majority of the managers, determines to accept an offer for the sale of the Condominium property, each unit owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Managers directs. In such event, any action for partition or other division of the Condominium property shall be held in abeyance pending such sale and upon the consummation thereof shall be discontinued by all parties thereto.

D. Powers of Board of Managers. The members of the Board of Managers acting collectively as agent for all unit owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Condominium itself may be dissolved upon a termination.

#### ARTICLE XV - COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every unit and the appurtenances thereto; and every unit owner and

claimant of the Condominium property or any part thereof, or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

ARTICLE XVI - LIENS

A. Protection of Property. All liens against a unit other than for permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

B. Notice of Lien. A unit owner shall give notice to the Board of Managers of every lien upon his unit other than for taxes and special assessments within five days after the attaching of the lien.

C. Notice of Suit. Unit owners shall give notice to the Board of Managers of every suit or other proceeding which will or may affect the title to his unit, such notice to be given within five days after the unit owner receives notice thereof.

D. Effect of Failure to Comply with Article. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

E. Mortgage Register. The Board of Managers shall maintain a register of all permitted mortgages.

ARTICLE XVII - JUDICIAL SALES

A. Validity. No judicial sale of a unit nor any interest therein shall be valid unless the sale is a result of a public sale with open bidding.

B. Redemption by Board of Managers. In the event proceedings are instituted to foreclose any mortgage or other lien on any unit, the Board of Managers on its own behalf or on behalf of one or more unit owners, shall have the right to redeem from the mortgagee or lienor for the amount due thereon or to purchase such unit at the foreclosure sale for the amount set forth to be due by the mortgagee or lienor in the foreclosure proceedings, and should the mortgagor or lienee fail to redeem from such mortgage or lien, and in case of such redemption by the Board of Managers, the Board of Managers thus redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor or lienee, and every person claiming by, through or under such mortgagor or lienee. Nothing herein contained shall preclude a bank, life insurance company or federal or state savings and loan association or any other recognized lending institution from owning a mortgage on any unit, and such lending institution shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of New York, and to bid upon said unit at the foreclosure sale, provided said lending institution owning said mortgage shall give to the Board of Managers, its successors or assigns, written notice by certified mail of the said default mailed at least thirty days prior to the institution of foreclosure proceedings during which thirty days the Board of Managers of the Condominium shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment, such

mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Condominium or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto, from such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee taking title on such foreclosure sale or taking title in lieu of foreclosure sale, may acquire such unit and occupy the same and let, relet, sell and resell the same without complying with the restrictions limiting the occupation of said property to persons approved by the Board of Managers. If the Board of Managers redeems such mortgage or cures such default, it shall have a lien against the unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

ARTICLE XVIII - PROVISIONS PERTAINING TO GRANTOR

For so long as the "Grantor" continues to own any of the units the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve "Grantor" from any obligations of a unit owner to pay assessments as to each unit owned by it, in accordance with the Condominium Documents.

A. Control of Board of Managers. As long as the Grantor owns seventeen or more units (but in no event after three years from the date of the recording of the Declaration), a majority of the Board of Managers shall be selected by the Grantor and such members as may be selected by the Grantor need not be residents in the Condominium.

B. Warranties. The Grantor specifically disclaims any intent to have made any warranty or representation in connection with the Condominium property or the Condominium Documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common expenses are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relief upon.

ARTICLE XIX

SEVERABILITY RELATING TO CONDOMINIUM DOCUMENTS

If any term, covenant, provisions, phrase or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium Documents.

ARTICLE XX - UNIT DEEDS

Any transfer of a unit shall include all appurtenances thereto whether or not specifically described.

ARTICLE XXI - CAPTIONS

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

ARTICLE XXII - GENDER, SINGULAR, PLURAL

Whenever the context so permits, throughout the Condominium Documents, the use of the plural shall include the





SCHEDULE O  
BY-LAWS OF  
TOBEY WOODS CONDOMINIUM

ARTICLE I - IDENTITY

A. The Condominium. These are the By-Laws of Tobey Woods Condominium, annexed to the Declaration of Condominium, and recorded in the Monroe County Clerk's Office on \_\_\_\_\_, 1974, in Liber \_\_\_\_\_ of Deeds, at Page \_\_\_\_\_.

B. Government. These By-Laws provide the method by which Tobey Woods Condominium (herein the "Condominium"), a condominium in the Town of Pittsford, Monroe County, New York, organized under The Condominium Act, shall be governed.

C. Office. The office of the Condominium shall be at the unit of the then current President, but in all events, on the premises of the Condominium.

D. Fiscal Year. The fiscal year of the Condominium shall be the calendar year.

ARTICLE II - BOARD OF MANAGERS

A. Membership and Election. The Condominium shall be governed by a Board of Managers consisting of not less than three nor more than thirty-two persons. The Board of Managers shall be elected each year as follows: each unit owner may elect one manager either by designating himself or another to act in his behalf. If more than one person or a corporation holds title to a unit, then one person shall be designated in writing as representative for the unit by the respective owners or corporation. The same person may act for two or more unit owners if so designated and shall have one vote for each unit so represented, provided that there shall be at least three managers.



B. Term. The term of each manager's service shall extend for one year or until the next annual meeting of the Board when he or his successor is duly designated, unless otherwise removed in the interim.

C. Removal. Any member of the Board of Managers shall be removed by the remaining members of the Board of Managers prior to the expiration of his term when title to the unit he represents is transferred or where foreclosure proceedings have been commenced against the unit he represents. Any vacancy in the Board of Managers shall be filled in the manner provided for the election of managers, except that if foreclosure proceedings have been brought against a unit, the Board of Managers shall elect the successor.

D. Powers and Duties. The Board of Managers shall exercise all the powers and duties permitted the governing body of the Condominium, including those existing under The Condominium Act. Such powers and duties shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following powers and duties.

1. To make and collect assessments, including special assessments, against unit owners to defray the costs of the Condominium.

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

3. To assure the maintenance, repair, replacement and operation of the common elements and other property designated in the Condominium Documents as a common expense.

4. To assure the reconstruction of improvements after casualty and the further improvement of the property.

5. To make and amend regulations respecting the use of the common elements.

6. To exercise on behalf of the remaining unit

owners or others the right of first refusal to purchase or lease units, and to approve or disapprove proposed mortgages, in the manner provided by the Condominium Documents.

7. To enforce by legal means the provisions of the Condominium Documents, its Declaration, By-Laws and Regulations for the use of the property in the Condominium.

8. To purchase insurance for the protection of unit owners and the common elements of the Condominium against casualty and liability as provided in the Declaration.

9. To pay the cost of all snow plowing, electric, water, sewer, and other utility services rendered to the Condominium and not billed to owners' individual unit.

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

11. To contract for management of the Condominium and to delegate to such contractor the powers and duties of the Board of Managers except such as are specifically required by the Condominium Documents to have approval of the Board of Managers.

12. To receive, consider, and act upon any application which pertains to the alteration of a unit in accordance with Article V of these By-Laws.

E. Method of Calling Meetings.

1. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by the Board. Notice of regular meetings shall be given to each manager personally or by mail, telephone or telegram at least three days prior to the day named for the meeting unless such notice is waived. The first regular meeting held in each calendar year shall be the annual meeting of the Board.

2. Special meetings of the Board of Managers may be

called by the President and must be called by the Secretary at the written request of any one manager. No less than three days' notice of the meeting shall be given personally, or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the meeting.

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

F. Quorum. A quorum at the Board of Managers' meeting shall consist of a manager or managers present in person holding at least seventeen votes. The acts of the Board approved by a majority of the managers present in person or by proxy at a meeting at which a quorum is present shall constitute the acts of the Board of Managers except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Managers there be fewer than a quorum present, the managers present shall adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

G. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting if all the members of the Board of Managers consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Managers.

H. Officers. The officers of the Condominium shall be a President, Secretary, and Treasurer. They shall be elected at the annual meeting by the Board of Managers from among the members of the Board and shall hold office for a term of one year or until the next annual meeting. Officers may be peremptorily removed and replaced by vote of the managers at any meeting. Any person may hold two offices except that the

President shall not also be the Secretary. The Board of Managers may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Condominium.

1. The President shall be the chief executive officer of the Condominium and shall preside over the meeting of the Board of Managers and of the unit owners. He shall have all the powers and duties which are usually vested in the office of the president, including but not limited to the power to appoint committees from among the managers, unit owners and residents of the Condominium from time to time, as he may in his descretion determine appropriate, to assist in the conduct of the affairs of the Condominium.

2. The Secretary shall keep the minutes of all proceedings of the Board of Managers and of unit owners. He shall attend to the giving and serving of all notices to the managers and other notices required by law. He shall have custody of the seal of the Condominium and affix the same to an instrument requiring a seal when duly signed. He shall keep the records of the Condominium, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary, and as may be required by the managers or the President. In the absence or disability of the President, he shall exercise the powers and perform the duties of the President.

3. The Treasurer shall have custody of all property of the Condominium, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of account of the Condominium in accordance with good accounting practices; and he shall perform all other duties of the office of treasurer.

4. The compensation, if any, of all officers and employees of the Condominium shall be fixed by the Board of Managers; however, a member of the Board of Managers shall not

be entitled to compensation for his services as such, but he may be reimbursed for any out-of-pocket expenses incurred in behalf of the Condominium. This provision shall not preclude the Board of Managers from employing a manager as an officer or employee of the Condominium or preclude the contracting with a manager for the management of the Condominium other than his capacity as a member of the Board of Managers.

#### ARTICLE III - FISCAL MANAGEMENT

The provisions for fiscal management of the Condominium as set forth in the Declaration of Condominium shall be supplemented by the provisions which follow.

A. Assessment Roll. The assessment roll shall be maintained in a set of books of account in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

B. Budget. The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and any supplement to the budget to every unit owner and mortgagee. They shall determine the total amount required, including betterments, maintenance of the common elements and other operating expenses as well as charges to cover any deficits from prior years. The total requirements shall be assessed as a single sum against all units and pro-rated against each of said units according to the respective common interests appurtenant to such units. Said assessments shall be payable on the first day of the month following their adoption by the Board of Managers. Special assessments, should such be required, shall be levied

and paid in the same manner as hereinabove provided for regular assessments. The unit owner agrees to pay promptly when due the monthly and all special assessments assessed against his own unit. Any unit owner who fails to pay any assessment imposed by the Condominium shall be liable for any expenses incurred by the Condominium in collecting said assessment including interest at the maximum legal rate and reasonable attorneys fees. The Board may take action to collect any common charges due from any unit owner which remain unpaid 30 days from its due date by way of foreclosure of the lien on such unit in accordance with Section 339-d et seq. of the Real Property Law or otherwise. Nevertheless, a suit to recover a money judgment for unpaid common charges is maintainable against the defaulting unit owner without foreclosing or waiving the lien securing the same, and foreclosure is maintainable notwithstanding the pendency of a suit to recover a money judgment under Section 339-d, et seq. of the Real Property Law.

Copies of the proposed budget and proposed assessments shall be transmitted to each unit owner on or before December 1 of the year preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each unit owner concerned.

C. Depository. The depository of the Condominium shall be such bank or banks as shall be designated from time to time by the Board of Managers and in which the monies of the Condominium shall be deposited. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Managers.

D. Audit. An audit of the accounts of the Condominium including a summarization of receipts and expenditures, shall be made annually at the end of each fiscal year by a certified public accountant, selected by the Board of Managers, and a copy

of the report, including the summarization of receipts and expenditures for the year, shall be furnished to each unit owner and to each of the other members of the Board of Managers.

E. Fidelity Bonds. Fidelity bonds shall be required by the Board of Managers for all officers and employees of the Condominium and from any contractor handling or responsible for Condominium funds. The amount of such bonds shall be determined by the Board of Managers, but shall be at least the amount of the total annual assessments against unit owners for common expenses. The premium on such bonds shall be a common expense and be paid by the Board of Managers.

#### ARTICLE IV - MEETINGS AND POWERS OF UNIT OWNERS

A. Meetings. Meetings of the unit owners shall be held from time to time when called by the Board of Managers, or by the President, or by the owners of any two units. All meetings shall be held at the principal office of the Condominium or at such other place in the Town of Pittsford, Monroe County, New York, as may be fixed by the President and at a time fixed by the President.

B. Notice of Meeting. The Secretary shall give not less than seven days' notice of any meeting of unit owners personally, or by mail, or telegram, which notice shall state the time, place, and purpose of the meeting. Any unit owner may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

C. Quorum. A quorum at unit owners' meetings shall consist of the owners of any seventeen units present in person. The acts of the unit owners must be approved by vote of the owners of at least seventeen units except as specifically otherwise provided in these By-Laws, the Declaration of Condominium, or The Condominium Act.

ARTICLE V - ARCHITECTURAL CONTROL

No building, fence, wall, mail box, or other structure shall be commenced, erected, or maintained upon the Condominium, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Managers of the Association. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI - LIABILITY OF BOARD OF MANAGERS

In order to limit the liability of the unit owners, any contract agreement, or commitment made by the Board of Managers shall state that it is made by the Board of Managers as agent for the unit owners as a group only and that no member of the Board of Managers nor individual unit owner shall be liable for such contract, agreement, or commitment, except that every unit owner shall be liable to the extent that his proportionate interest in the common elements bears to the total liability under such commitment. The Board of Managers shall have no liability to the unit owners in the management of the Condominium except for willful misconduct or bad faith and the unit owners shall severally indemnify all members of the Board of Managers in accordance with their duties as such members except for acts of willful misconduct or acts made in bad faith. Such several liability of the unit owners shall, however, be limited to the extent that his proportionate interest in the common elements bears to the total liability of the members of the Board of Managers.



## ARTICLE VII - HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the units and the conduct of all residents thereof.

1. The sidewalks, entrances, and driveways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

2. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by any unit owner on any part of the outside or windows of the unit or buildings without prior written consent of the Board of Managers.

3. No awnings or other projections shall be attached to the outside walls of the buildings without prior written consent of the Board of Managers.

4. No baby carriages, velocipedes, or bicycles shall be allowed to stand on the sidewalks, entrances, driveways, or other common elements of the Condominium. No automobiles or trucks shall be parked on the driveways except in marked parking spaces or temporarily when making deliveries to units immediately adjacent thereto.

5. No unit owner shall allow anything whatever to fall from the windows or doors of the premises, nor sweep or throw from the premises any dirt or other substance into any of the common areas or upon the grounds.

6. No garbage cans, supplies, milk bottles, or other articles shall be placed on the common elements, nor shall anything be hung from the windows, or placed on the window sills, or so hung or placed in such manner that they are visible. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any windows or doors.

7. No unit owner shall make or permit any disturbing

noises in the Condominium by himself, his family, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other unit owners. No unit owner shall play upon, or permit to be played upon, any musical instrument or operate or permit to be operated a tape recorded, phonograph, hi-fi, stereo, fm set, radio, or other type of equipment for producing sound in the unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the buildings. No unit owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time if the same shall disturb or annoy other occupants of the buildings. Owners of units shall not use or permit the use of the premises in any manner which would be disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium.

8. No installation of a radio or television antenna or other antenna shall be made without the written consent of the Board of Managers. Any antenna erected on the roof or exterior walls of the building without consent of the Board of Managers, in writing, is liable to removal without notice.

9. No unit owner shall keep or maintain any animals or birds except a single animal or bird commonly known as a household pet, unless prior written consent is obtained from the Board of Managers.

10. No unit owner shall allow any pet to run free on the common elements. Pets on the common elements shall be on leash and accompanied by an adult. Owner shall be responsible for picking up after pets.

11 No garbage, trash, or cuttings shall be placed, stored, or collected in any area other than that designated for such purpose and shall not be allowed to accumulate.

12. No change of exterior line, color or grade without written permission of the Board of Managers is permitted.

13. No boats, trailers, housecars, motorcycles, bicycles, or motor vehicles of any kind shall be parked on the premises except in the unit garages, except that automobiles of visitors may be parked in the area so designated.

14. All units shall be used for single family residence purposes only.

15. Garage doors shall be kept closed unless entry or exit is being made from the garage.

16. No change in landscaping without the written permission of the Board of Managers is permitted.

17. No change in the style, size, color, lettering, or location of the mailbox or mail receptacle without the written permission of the Board of Managers is permitted.

18. All clothes lines, clothes poles and/or drying yards shall be located so as to not be visible from the street serving the Condominium. The exact location of any such clothes lines, clothes poles, and/or drying yards shall be determined by the Board of Managers.

19. Four visitor parking spaces shall be designated as reserved parking areas. These parking spaces are available, on a first come basis, to any Unit Owner and may be reserved on a year to year basis, by contacting the Resident Manager and paying a \$100 annual fee.

20. No public sale of household or other goods may be held within the boundaries of the Condominium property.

3/87 Additions (#19 & #20)  
9/89 Revised

12. No change of exterior line, color or grade without written permission of the Board of Managers is permitted.

13. No boats, trailers, housecars, motorcycles, bicycles, or motor vehicles of any kind shall be parked on the premises except in the unit garages, except that automobiles of visitors may be parked in the area so designated.

14. All units shall be used for single family residence purposes only.

15. Garage doors shall be kept closed unless entry or exit is being made from the garage.

16. No change in landscaping without the written permission of the Board of Managers is permitted.

17. No change in the style, size, color, lettering, or location of the mailbox or mail receptacle without the written permission of the Board of Managers is permitted.

18. All clothes lines, clothes poles and/or drying yards shall be located so as to not be visible from the street serving the Condominium. The exact location of any such clothes lines, clothes poles, and/or drying yards shall be determined by the Board of Managers.

#### ARTICLE VIII - AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner.

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment must receive the approval of at least three managers. Managers not present at the meeting considering the amendment may express their approval in writing prior to, or within one week following the meeting.

C. Amendments may also be adopted at any meeting of unit owners by vote of at least twenty-two unit owners.

D. The effective date of an amendment when adopted shall be the date of recording in the Office of the County Clerk of Monroe County, New York.

E. These By-Laws shall be amended, if necessary, so as to be consistent with the provisions of the Declaration of Condominium.

SCHEDULE P

MANAGEMENT CONTRACT

This contract made this            day of            , 1974,  
between

the Board of Managers of a Condominium to be formed pursuant to Article 9-B of the Real Property Law of the State of New York, and known as Tobey Woods Condominium (hereinafter referred to as the "Condominium") and

JOHN H. RYAN, BROKER, of 26 State Street, Pittsford, New York (hereinafter referred to as the "Management Agent").

WITNESSETH:

The parties hereto mutually agree as follows:

FIRST: This Management Contract shall commence immediately upon the happening of both of the following events:  
(a) the Condominium shall become organized pursuant to the Real Property Law of the State of New York by the recording of a Declaration and all other documents necessary pursuant to Article 9-B of the Real Property Law of the State of New York; and (b) title to the first Unit located in the Condominium shall pass to the Unit Owner.

SECOND: The Condominium hereby appoints the Management Agent, and the Management Agent hereby accepts appointment as such upon the terms and conditions hereinafter provided, as exclusive managing agent of the common elements of the Condominium property located on Tobey Road, Pittsford, New York.

THIRD: The Management Agent shall perform the following services:

billing and collecting common charges, hiring and discharging employees, supervising repairs and alterations; purchasing supplies and materials for the Condominium; maintaining the Condominium's books and records at no cost; attending the Annual Meeting of the Board of Managers and of the Unit Owners and attending all meetings of the Board of Managers which he is requested to attend; engaging contractors for the maintenance and repair of the Common Elements; providing the Condominium annually with a written balance sheet and statement of profit and loss which shall be prepared by an independent public accountant and contain an express opinion by such accountant that such statements fairly present the financial position and results of operations of the Condominium, and generally perform the duties of a managing agent of residential property.

FOURTH: The Board of Managers hereby authorizes the Management Agent to perform any act or do anything necessary or desirable to carry out the Agent's agreements contained in Article "THIRD" hereof and everything done by the Management Agent under the provisions of said Article "THIRD" shall be done as Agent of the Condominium and the Board of Managers, and all obligations or expenses incurred thereunder shall be for the account, on behalf and at the expense of the Condominium and its Board of Managers.

FIFTH: The Board of Managers and the Condominium shall indemnify and save the Management Agent harmless in respect of liability and damages, costs and expenses in connection with any damage or injury whatever to persons or property arising out of the use, management, maintenance or control of the property.

SIXTH: The Condominium and the Board of Managers shall pay the Management Agent as compensation for his services hereunder the annual payment of \$3,100.00 during the first year; an annual payment of \$4,650.00 during the second year; and an annual payment of \$6,200.00 during the third year, payable in equal

monthly installments, commencing with the closing of title to the first Unit and continuing for a period of three years.

SEVENTH: The Management Agent shall have full authority to enter into all contracts on behalf of the Board of Managers necessary to carry out the affairs of the Condominium. However, in the event any contract shall obligate the Condominium for an expenditure in excess of \$2,000.00, which is not contemplated within the existing budget of the Condominium, such contract will not be entered into without the written approval of the Board of Managers.

EIGHTH: This Contract is made by the Board of Managers of the Condominium as agent for the Unit Owners of the Condominium as a group only and no member of the Board of Managers nor individual Unit Owner shall be liable for the performance of this Contract except to the extent that such Unit Owner's proportionate interest in the common elements relates to all Unit Owners' interest in the common elements.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first above written.

TOBEY WOODS CONDOMINIUM

By \_\_\_\_\_  
a Member of the Board of Managers

By \_\_\_\_\_  
a Member of the Board of Managers

By \_\_\_\_\_  
a Member of the Board of Managers

JOHN H. RYAN, BROKER

By \_\_\_\_\_  
John H. Ryan