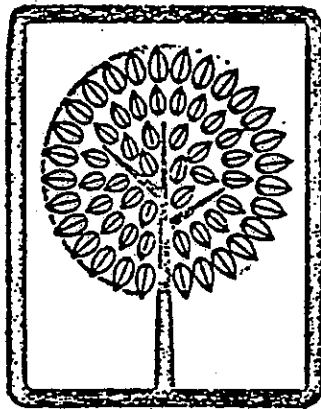


CHURCHVILLE GREENE
HOMEOWNERS ASSOCIATION, INC.

OFFERING PLAN

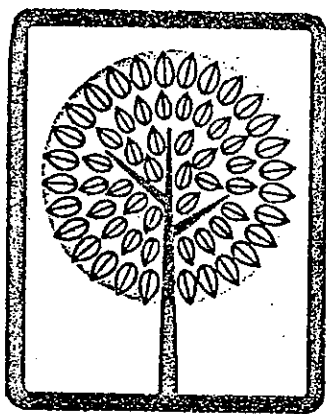


Churchville
Greene

OFFERING PLAN

THIS OFFERING RELATES SOLELY TO MEMBERSHIP IN THE CHURCHVILLE GREENE
HOMEOWNERS ASSOCIATION, INC. AND DECLARATION OF COVENANTS AND
RESTRICTIONS APPLICABLE TO ALL HOMES SOLD AT CHURCHVILLE GREENE.

THIS OFFERING PLAN
HAS BEEN AMENDED.
SEE INSIDE



**Churchville
Greene**

CHURCHVILLE GREENE

HOMEOWNERS ASSOCIATION, INC.

APPROXIMATE AMOUNT OF OFFERING:

\$ 100,000.00

NAME AND ADDRESS OF SPONSOR:

Churchville Greene
Inc.
55 Stone Street
Rochester, New York

NAME AND ADDRESS OF SELLING AGENT:

Churchville Greene
Inc.
55 Stone Street
Rochester, New York

The date of first offering of this Plan is June 18, 1973.

This plan may not be used after ~~September 18, 1974~~

MARCH 7, 1975

THE FILING OF THIS PLAN WITH THE DEPARTMENT OF LAW OF THE STATE OF
NEW YORK DOES NOT CONSTITUTE APPROVAL OF THE ISSUE OR THE SALE
THEREOF BY THE DEPARTMENT OF LAW OR THE ATTORNEY GENERAL OF THE
STATE OF NEW YORK. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

	<u>Page</u>
Introduction	1
Projected schedule of receipts and expenses for the first year of operation	2
Letter of Adequacy	4
Opinion of Counsel	5
Description of common areas and facilities to be owned or leased by the Association	6
Resolution of town or village approving development	6
Declaration of covenants and restrictions	7
The Association	7
Obligations of Sponsor	8
Management agreement and other contractual arrangements	9
The Sponsor	9
Reports to members	9
Documents on file	10
General	10
<u>EXHIBITS</u>	
I. Declaration of Covenants and Restrictions	12
II. Certificate of Incorporation	26
III. By-Laws	31
IV. Sample Purchase Agreement	43
V. Sample Deed	45
VI. Map of Development	47

INTRODUCTION

Churchville Greene is a development of 212 single-family homes in the Village of Churchville, New York. Churchville Greene, Inc., the sponsor and developer, owns 21 acres of land on East Buffalo Street in the Village of Churchville. The entire parcel is zoned for development as a Planned-Residential Development, as defined and controlled by the zoning ordinance of the Village of Churchville. The developer intends to construct and sell to the public all 212 units. No other structures will be built, and the development will be used for residential purposes only.

The homes will be clustered in groups of four. Each home will be built on its own lot, and each owner will own his own lot and his own house, garage and private patio. The homes are surrounded by a Common Area, which is owned by Churchville Greene Homeowners Association, Inc.

All purchasers of homes in the development automatically become members of Churchville Greene Homeowners Association, Inc. (the Association). This obligation is set forth in the contract of sale, see Exhibit IV at page 43) and the deed (see Exhibit V at page 45), referring to the Declaration of Covenants and Restrictions (the Declaration) which governs the use and ownership of land within the development. A summary of the Declaration is set forth at page 7.

The full Declaration is printed as Exhibit I at page 12 to 25 .

The Association will own the Common Areas within the Development for the use and enjoyment of its members. A full description of these Common Areas is set forth at page 6 .

Members of the Association will have the right to vote annually for the Board of Directors who will conduct the affairs of the

Association and supervise the operation of the Common Areas (see section of the plan called "The Association" at page 7). Members will pay monthly maintenance charges to the Association for the maintenance of the Common Areas. The estimated maintenance charges for the first year of operation are set forth on pages 2 to 3 .

The Certificate of Incorporation of the Association is contained herein as Exhibit II at page 26 to 30 . The By-laws of the Association are contained herein as Exhibit III at pages 31 to 42 .

All the documents referred to in this Offering Plan are important. It is suggested that you consult with your own attorney or financial advisor before signing any contracts and also provide him with a copy of this Offering Plan. All purchasers of homes in the development should be aware that if they re-sell their homes, those who purchase from them will also automatically become members of the Association, assuming all rights and obligations. See Declaration Article IV, Section 1.

PROJECTED SCHEDULE OF RECEIPTS AND
EXPENSES FOR ONE YEAR OF OPERATION

RECEIPTS

Annual assessments at \$192.00 per home	\$ 40,704.00
---	--------------

EXPENSES

Community Management Division of Home
Leasing Corp., fee to cover: (1)

Labor and materials for maintenance of
landscaping, private drives and
exterior of houses

\$ 15,264.00

Snow removal

4,500.00

Accounting services and audit

2,500.00

Miscellaneous maintenance expense

2,196.00

Management fee

8,480.00 \$ 32,940.00

Revised 5/1/74

	\$ 32,940.00
Fire and liability insurance (2)	6,572.00
Taxes (3)	<u>1,192.00</u>
Total	\$ 40,704.00

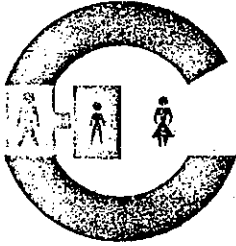
Footnote 1: See page 9 for description of management agreement.

Footnote 2: Insurance coverage is with Federal Insurance Company, with Allyn and Small, 922 Midtown Tower, Rochester, New York as local agents. A master all risk policy with limits of \$1,200.00 and a \$100.00 deductible clause per loss and \$1,000,000.00 liability limits covers the Homeowners Association. Certificates will be issued to each homeowner covering the value of that owner's individual unit for fire and extended coverage.

Footnote 3: Taxes on common area, 10 acres, assessed at \$6,500.00 per acre

Village of Churchville tax, \$10.00 per M	\$ 65.00
Town of Riga and Monroe County tax, \$67.10 per M	436.15
Churchville School District tax, \$106.26 per M	<u>690.69</u>
Total taxes for common area	\$ 1,191.74

Revised 5/1/74

LETTER OF ADEQUACY

Community Management

A Division of Home Leasing Corporation

160 ALLENS CREEK ROAD • ROCHESTER, NEW YORK 14618

(716) 271-1401

April 13, 1973

Churchville Greene
Homeowners Association
55 Stone Street
Rochester, New York 14604

Gentlemen:

We have prepared for inclusion in the Offering Plan of Churchville Greene Homeowners Association, Inc. the foregoing schedule of the estimated receipts and expenses of your corporation for the first year of operation.

In our opinion, the estimates are reasonable and adequate, under existing circumstances, and the estimated receipts shown therein will be sufficient to meet the normal anticipated operating expenses of the first year of operation. However, because of the possibility of unforeseeable changes in the economy, or increase or decrease 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 your corporation for any period of operation may not vary from the amounts shown, or that your corporation may not incur additional expenses, or that your Board of Directors may not provide for reserves not reflected in such schedule, or that the annual maintenance charges for any period may not vary from the amounts shown therein. It may be expected, based on current trends, that such items as real estate taxes, maintenance, repair, labor and other related expenses will change in the future.

Our firm is a real estate management firm that has been in business over six years and is the managing agent of more than ten developments.

Very truly yours,

William Beach
Vice President

WB/al

COUNSEL'S OPINION

LAMB, WEBSTER, WALZ, & DONOVAN
ATTORNEYS AND COUNSELORS
SUITE 700
19 WEST MAIN STREET
ROCHESTER, NEW YORK 14614
(716) 325-2150

EDWARD H. LAMB
LUTHER IRA WEBSTER
HERMAN J. WALZ
FRANCIS X. DONOVAN
JAMES R. SULLIVAN

ERNEST D. SANTORD
EUGENE T. CLIFFORD

April 10, 1973

Churchville Green
Homeowners Association
55 Stone Street
Rochester, New York

Gentlemen:

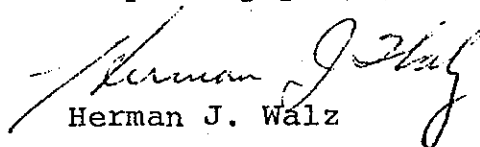
Based upon my examination of your Certificate of Incorporation, By-Laws, and Declaration of Covenants and Restrictions for Churchville Green Subdivision it is my opinion that real estate taxes paid by you for the Common Areas owned by you are not deductible by the members of your Association for income tax purposes. However, real estate taxes paid by your members on homes owned by them within the subdivision are deductible according to the usual rules of the Internal Revenue Code for deductability of real estate taxes on real estate owned by the tax payer.

It is my opinion that Churchville Green Subdivision is in conformity with all local zoning laws, ordinances and regulations.

The covenants and restrictions covering this subdivision, which are filed in Monroe County Clerk's Office, are legal and valid and enforceable.

I understand that this opinion letter will be made a part of the Offering Plan for Churchville Green, and I give my consent to its use therein.

Very truly yours,


Herman J. Walz

HJW/vm

DESCRIPTION OF COMMON AREAS

TO BE OWNED BY THE ASSOCIATION

The Common Area is approximately 10 acres. All of the Common Land will be maintained by the Homeowners Association, as will the roofs and exteriors of all of the homes. Each owner will maintain the inside of his home as he desires. The Common Area consists of undeveloped open space between the homes and lots which will be owned by the homeowners, together with the private drives leading from the dedicated streets. There will be no construction on the Common Areas.

The main street, Greenway Boulevard, will be deeded to and maintained by the Village of Churchville. Until accepted by the Village, it will be maintained by Sponsor. It is constructed according to Village standards. It is 19 feet wide on a 50 feet right-of-way, and has three inches of macadam on a twelve inch base. There is a two and one-half feet wide concrete gutter on either side of the road, and no curbs. The drainage system also conforms to the requirements of the Village of Churchville, with a system of catch basins and drainage pipes. Private drives lead from the village roads to the private dwellings and are also constructed with the requirements of the Village. These will be maintained by the Association.

A map of the site, showing all lots, roads and private drives, is attached as Exhibit VI at page 47.

RESOLUTION OF THE VILLAGE OF CHURCHVILLE

On April 16, 1973 the Village Board of the Village of Churchville adopted a zoning resolution classifying the land included in this development as a planned residential development in accordance with site plan and development plan presented to the Village Board and on file in the offices of the Village of Churchville.

DECLARATION
OF
COVENANTS AND RESTRICTIONS

On June 7, 1973, the sponsor recorded a certain Declaration of Covenants and Restrictions (the Declaration) in the Monroe County Clerk's Office. The Declaration provides that every homeowner becomes a member of Churchville Greene Homeowner's Association with all of the rights and duties of membership. Only the homeowners have the right to use the Common Areas, and each must pay to the Association an annual assessment for the cost of maintenance of the Common Area, taxes on the Common Area, the maintenance of the exterior of his home, and insurance premiums for his home and for the Common Area. These assessments are charges on the land and are a personal obligation of the homeowner against whom the assessment is made. All assessments will be equal for each homeowner. The developer does not represent that all homeowners will pay their assessments, and will not be liable for those who don't. The Association can sue defaulting homeowners, and will have a lien against the home of any non-paying homeowner. The developer will, however, pay the assessments for lots owned by it. The developer retains the right to use the Common Area for construction purposes until construction of the development is complete.

A complete copy of the declaration is attached as Exhibit I.

THE ASSOCIATION

The Association was formed on June 4, 1973 under the Not-for-Profit Corporation Law of the State of New York. It is a Type A Corporation under that law. The Certificate of Incorporation is attached as Exhibit II.

The By-Laws require three directors. The present officers and directors are:

Myron S. Silver
President & Director

260 Pelham Road
Rochester, New York

Nelson Leenhouts
Treasurer & Director

55 Viennawood Drive
Rochester, New York

Herman Walz
Secretary & Director

700 Union Trust Building
Rochester, New York

They have been designated by the sponsor. In April of each year an annual meeting of the members of the Association will be held at which time directors will be elected. The By-Laws provide that for a period of time there shall be two classes of members, Class A members being all of the homeowners, and Class B members being the sponsor. The sponsor will have three votes for each lot owned, and will control the Association by virtue of its Class B membership until the votes of Class A members equal the votes of Class B members or until September 15, 1975. At that time each member will be entitled to one vote for each lot owned.

The Association will have a lien on each member's home to secure the payment of maintenance charges. This lien is subordinate to the lien of any mortgage on the home. The board of directors shall have the power to suspend the voting rights and the use of recreational facilities by any member during any period in which the member is in default in the payment of his assessments. However the Association cannot prevent ingress and egress to the homes.

The By-laws are attached as Exhibit III.

OBLIGATIONS OF SPONSOR

The sponsor, on June 7, 1973 deeded to the Homeowners Association all of the Common Area, free of any liens, encumbrances or indebtedness, except for the Declaration of Covenants and Restrictions. The sponsor will pay to the Homeowners Association all assess-

ments on unsold lots owned by the sponsor.

MANAGEMENT AGREEMENT

AND OTHER CONTRACTUAL AGREEMENTS

The Homeowners Association has entered into a Management Agreement with Community Management Division of Home Leasing Corporation. Nelson Leenhouts, one of the principals of the sponsor is a minority stockholder in that corporation, and other members of his family control it. The Agreement provides that the management company will bill and collect maintenance charges and perform all management functions for the Association and will maintain the Association's books and records. All labor and materials will be furnished and paid for by the management company. The Agreement provides that the cost for all such services shall be \$34,344.00 per year. A copy of the Management Agreement is available for inspection at the office of the sponsor.

There are no other obligations of the Homeowners Association, and all contracts and agreements with suppliers or contractors will be the responsibility of the management company.

THE SPONSOR

This community will be developed and constructed by Churchville Greene, Inc., the sponsor. The principals of the corporation are Myron S. Silver and Nelson B. Leenhouts. They are Rochester builders who have had substantial experience in residential development and home construction. They have successfully developed residential communities in Brockport, Canandaigua, Dansville, Geneva and Ontario.

DOCUMENTS TO BE RECEIVED

PERIODICALLY BY ASSOCIATION MEMBERS

All members of the Association will be entitled to receive, annually, from the Association at the expense of the Association, copies of the following:

A. An annual audited financial statement prepared by an independent certified public accountant to be received within 2 and 1/2 months of the end of the fiscal year of the Association.

B. Notice of the holding of an annual members' meeting for the purpose of electing a Board of Directors, to be received at least 15 days before the annual meeting in April of each year.

The aforesaid dates may be changed later pursuant to By-laws.

DOCUMENTS ON FILE

In accordance with Section 352-e(9) of the General Business Law, copies of this Offering Plan and all exhibits or documents referred to herein shall be available for inspection by prospective purchasers and by any person who shall have purchased securities offered by this plan or shall have participated in the offering of such securities, at the office of the agent, West Buffalo Street, Churchville, New York, and shall remain available for such inspection for a period of six years.

GENERAL

The plan does not knowingly omit any material fact or contain any untrue statement of any material fact. Exact copies are contained herein of the Declaration, Certificate of Incorporation, By-laws and sample contract of sale.

There are no law suits or other proceedings now pending, or any judgments outstanding, either against the sponsor or the Association or any person or persons, which might become a lien against the property or which materially affect this offering.

This plan is offered only to persons over 21 years of age residents in the State of New York.

In accordance with the provisions of the laws of the State of New York, the sponsor represents that the sponsor, and the Association will not discriminate against any person because of race, creed, color, national origin or ancestry in the sale of homes at Churchville Greene or in the offering of memberships in the Association.

As of the date of first presentation of the Offering Plan neither the sponsor nor any representative or agent thereof has raised funds or made any preliminary offering or binding agreement to or with prospective homeowners at Churchville Greene. No person has been authorized to make any representation which is not expressly contained herein. This plan may not be changed or modified orally.

DATED: June 12, 1973

CHURCHVILLE GREENE, INC.
Sponsor

EXHIBIT I

DECLARATIONOFCOVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made the 21 day of May 1973 by CHURCHVILLE GREENE, INC., hereinafter called "Declarant".

WHEREAS, Declarant is the owner of certain real property in the Village of Churchville, Town of Riga, Monroe County, New York, more particularly described as all that tract or parcel of land situate in the Village of Churchville, Monroe County, New York, and being all of the premises shown on a subdivision map of Churchville Greene, Section 1, filed in Monroe County Clerk's Office in Liber . . . of Maps at page 7.

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

ARTICLE I

DEFINITIONS

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

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the Properties, with the exception of the Common Area.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as all of the premises herein described as "Properties", excepting therefrom the building lots and the dedicated road as shown on the map of the Properties filed in Monroe County Clerk's Office as aforesaid.

Section 6. "Declarant" shall mean and refer to CHURCHVILLE GREENE, INC., its successors and assigns if such successors or assigns shall acquire more than one undeveloped lot from Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 11 Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, including the rights of ingress and egress to owners' property over the Common Area, which easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

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

(b) the right of the Association to suspend the voting rights and right to the use of any facilities on the Common Area by an owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations.

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

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

(e) the right of invitees and business visitors of any owner to ingress and egress over those portions of the Common Areas that lie within private roadways.

(f) the right of the Association to designate certain portions of the Common Area as parking lots for vehicles of owners, their invitees and business guests.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the by-laws his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III

EASEMENTS

Section 1. Easements for Utilities. Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and

utility companies over any part of the Properties.

Section 2. Easements for Encroachments. Each lot, and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, settling and overhangs for all buildings constructed by Declarant. A valid easement for said encroachments, and for the maintenance of same, so long as such encroachments stand shall and does exist. In the event that any structure containing two or more living units is partially or totally destroyed and then rebuilt, or is in need of repair, the owners of the living units so affected agree that minor encroachments of parts of the adjacent living units on adjoining lots or on the Common Area due to such construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 3. Other Easements. There is hereby created a blanket easement upon, across, over and under all of the properties, for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement it is expressly permissible to erect and maintain the necessary poles and other equipment on the properties, and to affix and maintain electrical or telephone wires and conduits, sewer and water lines on, above or below any residence or land owned by any owner. An easement is hereby granted to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association over all of the Common Areas, and to enter any residence to perform the duties of maintenance and repair of the residences or Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to any other residence. An easement is hereby reserved to Declarant to enter the Common Areas during the period of construction and sale of the properties, or any additions to the properties, and to maintain

such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs and model units, provided that this does not unreasonably obstruct access by members of the Association.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A members shall be all owners with the exception of Declarant and any other person or entity which acquires title to all or a substantial portion of the properties for the purpose of developing thereon a residential community. Each Class A member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determined, but in no event shall more than one vote be cast with respect to any lot.

Class B members shall be the Declarant or its successors or assigns, and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or September 15, 1975.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments.

Beginning on _____, 1973, the Declarant for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed for such lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association annual maintenance assessments or charges, including real estate tax charges for the Common Area, such assessments to be established and collected as hereinafter provided. The annual maintenance assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Rate of Assessment. Maintenance assessments must be fixed at a uniform rate for all lots.

Section 3. Due Dates for Annual Assessment. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owned subject thereto. The due date shall be established by the Board of Directors, and, unless the Board otherwise provides one-twelfth of the annual maintenance assessment shall be due on the first day of each month. The Association shall, upon demand, and for a reasonable charge, furnish a Certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 4. Effect of Nonpayment of Assessment and Remedies of the Association. Any assessment not paid within 30 days after the due date shall become a lien against that lot, and shall bear interest from the due date at the legal rate. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property, and interest, costs and reasonable attorneys fees of any such action will be added to the amount of such assessment. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association the right and power to bring all actions against such owner personally for the collection of each charge, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such owner hereby expressly grants to the Association the power of sale in connection with such lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all owners. The Association, acting on behalf of the owners shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: Paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces or doors, screens and screendoors, exterior door and window fixtures and patios and patio fences. In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests or invitees, the cost of such maintenance and repairs shall be added to and become a part of the assessment to which such lot is subject. The above obligation does not include any maintenance or repairs caused by fire or other casualty to the premises owned individually by members of the Association.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the dwelling units upon the properties and placed on the dividing line between the lots shall constitute a party wall for the purposes of this Declaration only, and to the extent not inconsistent with the provisions of this Article the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty any owner who has used the wall may restore it, and if the other owner thereafter makes use of the wall he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

Section 5. Right of Contribution Runs with the Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all of the arbitrators and be binding upon the party. Judgment upon the award of the arbitrators may be taken in any court of law with jurisdiction thereof.

ARTICLE VIII

USE OF PROPERTY

No lot shall be used except for residential purposes. No commercial or business activities shall be permitted upon the properties. No building shall be erected, altered, placed or permitted to remain on any lot other than one attached single family dwelling and a garage not exceeding one story in height. No motor vehicle other than a private passenger type, and no boat or

trailer may be stored or parked on any portion of the properties, except in an enclosed garage, except for those vehicles making deliveries or providing services to the living units in the development. No advertising signs, except for one For Rent or For Sale sign not to exceed six square feet shall be placed or permitted to remain on the properties. No animals of any kind shall be raised, bred or kept in any dwelling or on any lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two pets in the aggregate may be kept in any such dwelling or lot. Garbage and rubbish shall not be dumped or allowed to remain on any lot except in accordance with the rules of the association. Laundry poles and lines outside of dwellings are prohibited. No radio, television or similar towers or antennae shall be erected on any lot or attached to the exterior of any dwelling except that one television antenna may be attached to the exterior of any dwelling in the event that the Association fails to maintain a master television antenna. There shall be no obstruction to the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Association. There shall be no unusual or objectionable noise or odors allowed to emanate from dwelling units.

These restrictions shall not apply to the business activities of Declarant or its successors during construction by Declarant or its successors upon any portion of the properties, or any additions thereto, so long as there are no undue delays. Except in any individual patio area adjacent to a dwelling unit and fenced at the time of purchase, no planting or gardening shall be done, and such planting as is done within the patio areas shall be kept trimmed so as not to encroach on neighboring property. No fences, hedges or walls shall be erected or maintained upon the properties except those erected at the time of the original construction of the buildings located thereon, or of a substantially similar nature. No alteration or

addition to or re-painting of the exterior of any dwelling unit shall be made unless it shall conform in architecture, material and color to the dwelling as originally constructed by Declarant. No building, fence, wall or other structure or change in landscaping shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. In the event that said Board or its designated committee fails to approve or disapprove such design and location within 60 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 IX

INSURANCE AND CASUALTY DAMAGE

The Homeowners Association will obtain and maintain in force and effect a policy of fire and other casualty insurance, in an amount, and with such coverages, as are acceptable to the Association, and with coverage adequate to cover the full replacement cost of any repair or reconstruction work on the owner's property, and the Association shall be named as the insured.

In the event of damage or destruction by fire or other casualty insured against to any real property of the owner, the Association shall receive the proceeds of such insurance, and make such proceeds available to the owner for repair or replacement of the owner's property. The owner shall, upon

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

ARTICLE X

ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Additions to the Property by Declarant. Declarant, its successors or assigns, shall have the right, without the consent of the members of the Association, within ten years of the date of this Instrument to bring within the scheme of this Declaration additional properties to be developed substantially as the properties contained herein provided that if the Federal Housing Administration has approved this development for the guarantee of mortgage loans the Federal Housing Administration determines that the annexation as substantially in accord with the general plan approved by it such additional properties may be brought within this Declaration in various states, from time to time, during the limits contained herein. However, neither Declarant nor its successors and assigns shall be bound to make such additions. Such additions shall be made by filing in the Monroe County Clerk's Office a supplemental Declaration with respect to the additional properties, which shall extend the scheme of this Declaration to such properties. Such supplemental Declaration may contain additions and modifications to the covenants and restrictions contained in this Declaration which are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental Declaration revoke or modify the covenants

established by this Declaration.

Section 2. Additions to the Property by the Association. Annexation of additional property by other than Declarant shall require the assent of two-thirds of both classes of members at a meeting duly called for this purpose on the same notice, and in the same manner as is required for meetings and voting by the by-laws.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective heirs, successors and assigns for a period of 30 years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten years each, unless an Instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions, in whole or in part. This Declaration may be amended during the first 30 year period by an Instrument signed by not less than 90 per cent of the owners, and thereafter by an Instrument signed by not less than 75 per cent of the owners. Any amendment must be recorded in Monroe County Clerk's Office to be effective.

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

Section 3. Enforcement. The Association, or any owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or

by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. FHA or VA Approval. As long as there is a Class B membership, and approval of this Declaration has been granted by either the Federal Housing Administration or the Veterans Administration then annexation of additional properties, dedication of additional Common Area, and amendment to this Declaration will require the prior approval of such agencies.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21 day of May, 1973.

CHURCHVILLE GREENE, INC.

BY: Nelson B. Leenhouts

STATE OF NEW YORK:
COUNTY OF MONROE : ss:
CITY OF ROCHESTER:

On this 21 day of May, 1973, before me personally came Nelson B. Leenhouts to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Brighton, New York, that he is the President of CHURCHVILLE GREENE, INC., the corporation described in, and which executed the within Instrument, that he knows the 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.

Herman J. Walz

EXHIBIT II

CERTIFICATE OF INCORPORATION

OF

CHURCHVILLE GREENE HOMEOWNERS ASSOCIATION, INC.

Under Section 402 of the Not-for-Profit Corporation Law

The undersigned, for the purpose of forming a corporation pursuant to the Not-for-Profit Corporation Law of the State of New York, hereby certify:

1. The name of the proposed corporation is Churchville Greene Homeowners Association, Inc., hereinafter called the Association.

2. The corporation is a corporation as defined in Section 102 (a) (5) of the New York State Not-for-Profit Corporation Law. This association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes which it is formed are to provide maintenance, preservation and architectural control of the residence lots and common area within Churchville Greene subdivision located in the Village of Churchville, Monroe County, New York, and to promote the health, safety and welfare of the residents within the above property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the Declaration, applicable to the property and to be recorded in the Office of the Monroe County Clerk, and as the same may be amended from time to time as therein provided:

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the association, including all licenses, taxes or governmental charges levied or imposed against the property of the association;

(c) Acquire, by gift purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the association;

(d) Borrow money, and, with the assent of two-thirds of the members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of the members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non profit corporations organized for the same purposes, or annex additional residential property and common area, provided that any such merger or consolidation shall have the assent of two-thirds of the members;

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

3. This corporation shall be a type A corporation as defined by Section 201 of the New York Not-for-Profit Corporation Law. The lawful public or quasi-public objective of this corporation is the improvement of the quality of life of the residents of Churchville Greene Subdivision in the Village of Churchville, Monroe County, New York who are members of this corporation by providing for Common Areas to be managed jointly by the members, including park land and recreational facilities for the use of the members of the corporation.

4. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the association, including contract sellers, shall be a member of the association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the association.

5. The affairs of the association shall be managed by a board of directors, who need not be members of the association. The number of directors of the association shall be not less than three nor more than nine. The number of directors may be changed by amendment by the By-Laws of the association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Myron S. Silver

260 Pelham Road
Rochester, New York

Nelson B. Leenhouts

55 Viennawood Drive
Rochester, New York

Herman Walz

700 Union Trust Building
Rochester, New York

6. The duration of the company shall be perpetual.

7. Amendment of this certificate of incorporation shall require the assent of 75 per cent of the entire membership.

8. The territory in which the corporation's operations are principally to be conducted shall be Monroe County, New York.

9. The office of the corporation is to be located in the City of Rochester, Monroe County, New York. The Post Office address within the State to which the Secretary of State shall mail a copy of any notice required by law is 55 Stone Street, Rochester, New York.

10. The consent of a Justice of the Supreme Court of the Seventh Judicial District is endorsed upon or annexed to this certificate, and no other consents are required.

11. The incorporator of this corporation is a natural person at least 21 years of age.

IN WITNESS WHEREOF, I have made subscribed and acknowledged this certificate this 2 day of April, 1973.

Herman J. Walz

Herman J. Walz
700 Union Trust Building
Rochester, New York 14614

STATE OF NEW YORK:
COUNTY OF MONROE : ss:

On this 2 day of April, 1973, before me, the subscriber, personally appeared HERMAN J. WALZ, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Eugene T. Clifford
Notary Public

I, Joseph G. Fritsch, a Justice of the Supreme Court of the Seventh Judicial District do hereby approve the foregoing Certificate of Incorporation, and I consent that the same be filed.

Joseph G. Fritsch

J. S. C.

DATED: Rochester, New York
May 17, 1973

EXHIBIT III

BY-LAWS

OF

CHURCHVILLE GREENE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Churchville Greene Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located in the City of Rochester, Monroe County, New York, but meetings of members and directors may be held at such places within the State of New York, County of Monroe, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Churchville Greene Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Churchville Greene, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the County of Monroe.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the same month as the first annual meeting, at a date and time to be fixed by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage

prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

* Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

* Section 2. Term of Office. The directors shall serve for two year terms on a staggered basis. The members shall elect five directors each even number year and four directors each odd number year.

* Amended April 1976

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

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

be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VI

MEETINGS OF DIRECTORS

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

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and

their guests thereon, and establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after a notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

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

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

* (f) establish a capital reserve fund to provide for replacement of the association's assets.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(g) cause the Common Area to be maintained.

(h) cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

Section 8. Duties. The duties of the officers are as follows: ?

President

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

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided

in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

MEMBERSHIP AND VOTING

The Association shall have two classes of voting memberships.

Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Class B members shall be the Declarant, and shall be entitled to three votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on September 15, 1975.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Churchville Greene Homeowners Association, Inc.

ARTICLE XIV

AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Churchville Greene Homeowners Association, Inc. a New York corporation, and,

THAT the foregoing By-laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the day of May, 1973.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 7th day of June, 1973.

Herman J. Walz

Secretary

EXHIBIT IV

PURCHASE AGREEMENT

The undersigned seller agrees to sell, and the undersigned purchasers agree to purchase property situated in the Village of Churchville, Monroe County, New York, and being Lot No. _____ of Churchville Greene Subdivision as shown on a map filed in Monroe County Clerk's Office, together with a completed dwelling thereon erected in accordance with the basic plans and specifications on file with the builder identified as the _____ model except as amended on Attachment A which is attached hereto and made a part hereof.

PURCHASE PRICE: \$ _____, payable in cash on date of transfer of title.

This offer is subject to purchasers obtaining a mortgage loan for \$ _____ at _____ per cent per annum for a term of _____ years, and if purchasers shall be unable to obtain such mortgage, then this contract shall be void, and any deposit made shall be refunded to purchasers. Purchasers shall make immediate application for this mortgage, and if they shall not have obtained a commitment within two weeks from the date of acceptance of this offer then seller shall have the option to declare this contract void and refund any deposit to the purchasers.

Dwelling shall be completed and ready for occupancy by approximately _____, provided there are no unusual delays due to circumstances beyond the seller's control.

Possession to be given upon transfer.

Purchasers herewith deposit with seller the sum of \$500.00 to be applied as part of the purchase price or returned as herein-after provided.

Seller will furnish warranty deed, tape location map and guaranteed tax and title searches to time of transfer showing good marketable title free of liens and encumbrances and subject to easements, covenants and restrictions of record, particularly subject to a Declaration of Covenants, Conditions and Restrictions recorded in Monroe County Clerk's Office. Purchasers will sign the deed for the purpose of assuming the obligations to the Homeowners Association set forth in the Declaration of Covenants, Conditions and Restrictions, including the obligations to pay assessments to the Homeowners Association.

Current taxes are to be adjusted with seller to date of transfer. Estimated annual maintenance assessments for the month in which title closes shall be adjusted with the Homeowners Association to date of transfer. Risk of loss or damage by fire or other casualty until closing is assumed by seller.

The parties agree that the residence shall be complete when a Certificate of Occupancy is issued and final approval of the lending institution making a mortgage loan, if any, has been obtained, except for items which cannot be completed because of weather. Upon completion, purchasers agree to accept transfer of title and make all payments provided for herein within ten (10) days of being notified of completion. Transfer of title shall be completed at Monroe County Clerk's Office.

Purchasers have not relied upon any warranties or representations as to size, dimensions or other physical characteristics of the premises or residence, or premises of the Homeowners Association, or as to financial data or estimated income tax deductions or maintenance or tax or other assessments except as specifically represented in the Offering Statement, Declaration and By-Laws of the Homeowners Association. Purchasers acknowledge that by acceptance of the deed they will become a member of the Homeowners Association and will become liable for assessments, payable monthly, in accordance with the recorded Covenants, Conditions and Restrictions.

Purchasers acknowledge receipt of the Offering Statement. This contract may be cancelled by purchasers within 48 hours from the execution of this Agreement by them by delivering to seller a written notice of their intention to cancel this Agreement. Should such written notice be delivered within said 48 hour period any deposit shall be refunded to purchasers, and this contract shall be cancelled without any liability on the part of either party to the other. This instrument contains the entire agreement of the parties, and no oral representations or statements shall be considered a part hereof, or binding upon either party, nor shall any provision of this Agreement be terminated, modified, or waived, except as herein provided or except by a writing signed by both parties.

Date _____ L. S. _____

Witness _____ L. S. _____

Date _____ CHURCHVILLE GREENE, INC.

Witness _____ By: _____

PLEASE PRINT

Purchaser

Seller

Name _____ Churchville Greene, Inc.

Address _____

Telephone _____

Attorney _____

Attorney: Herman Walz
700 Union Trust Building

DEED

THIS INDENTURE made the day of Nineteen Hundred and Seventy- , between Churchville Greene, Inc., 55 Stone Street, Rochester, New York, Grantor, a corporation organized under the laws of the State of New York, and

Grantee.

WITNESSETH that the Grantor in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by the Grantee does hereby grant and release unto the Grantee , their distributees, successors and assigns forever

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Churchville, Monroe County, New York and more particularly known as Lot , Churchville Greene Subdivision, as shown on a resubdivision map of said subdivision filed in Monroe County Clerk's Office in Liber of Maps at page . The dimensions of said lot are as shown on said map.

Together with all of the rights, privileges, easements and appurtenant ownership interests in and to premises previously conveyed by grantor to Churchville Greene Homeowners Association, Inc. by deed recorded in Monroe County Clerk's Office, and as more fully defined in the Declaration of Covenants, Conditions and Restrictions recorded in Monroe County Clerk's Office.

Subject to easements, covenants and restrictions of record.

Grantee covenant and agree to be bound by and to comply with the aforesaid Declaration of Covenants, Conditions and Restrictions, including personal obligation to pay assessments pursuant to said Declaration, and Grantee hereby execute and acknowledge this deed for such purpose. Grantee agree that the property herein conveyed shall be subject to such assessments in such amount as shall be determined by Churchville Greene Homeowners Association, Inc., its successors and assigns, which assessments shall be paid monthly, in advance, on the first day of each month, and shall become liens upon the premises from the first day of each month, and shall continue until fully paid.

Together with the appurtenances and all the estate and rights of Grantor in and to said premises to have and to hold the premises herein granted unto the Grantee, their distributees and assigns forever. And Grantor covenants as follows:

FIRST: That grantee shall quietly enjoy the premises.

SECOND: That grantor will forever warrant the title to said premises.

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

IN WITNESS WHEREOF Grantor has caused its corporate seal to be hereunto affixed, and these presence to be signed by its duly

authorized officer the day and year first above written.

CHURCHVILLE GREENE, INC.

By: _____

Grantee

Grantee

STATE OF NEW YORK: ss:
COUNTY OF MONROE :

On this day of , 19 , before me
personally came to me personally known,
who, being by me duly sworn did depose and say that he resides in
that he is the
of CHURCHVILLE GREENE, INC., the corporation described in, and
which executed the within Instrument; that he knows the seal of
said corporation; that the seal affixed by order of the Board of
Directors of said corporation; and that he signed his name thereto
by like order.

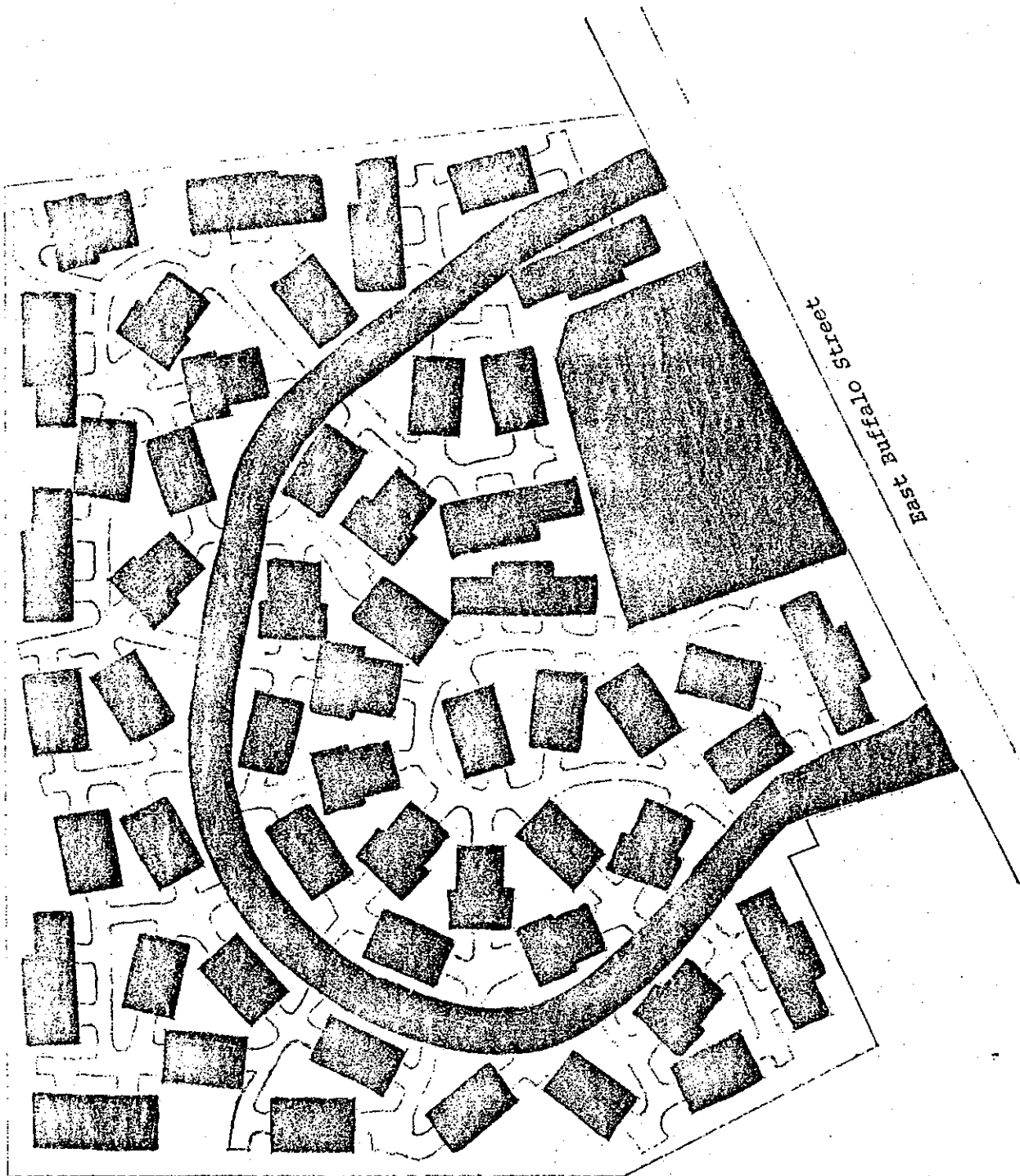
Notary Public

STATE OF NEW YORK: ss:
COUNTY OF MONROE :

On this day of , 19 , before me,
the subscriber, personally appeared
to me personally known and known to me to be the same person(s)
described in and who executed the within Instrument, and he
acknowledged to me that he executed the same.

Notary Public

EXHIBIT VI

MAP OF DEVELOPMENT

CHURCHVILLE GREENE

The Area not shaded is the Common Area

BY-LAWS
OF
CHURCHVILLE GREENE HOMEOWNERS ASSOCIATION, INC.

As amended April 1977 and 15 November 1982

ARTICLE I
NAME AND LOCATION

Section 1.01. The name of the corporation is Churchville Greene Homeowners Association, Inc., hereunder referred to as the "Association." The principal office of the Association shall be located in the Village of Churchville, Town of Riga, Box 8 Greenway Boulevard, Monroe County, New York, but meetings of members and directors may be held at such places within the State of New York, County of Monroe, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 2.01. "Association" shall mean and refer to Churchville Greene Homeowners Association, Inc., its successors and assigns.

Section 2.02. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.03. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.

Section 2.04. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 2.05. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.06. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the County of Monroe.

Section 2.07. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 3.01. ANNUAL MEETINGS. The annual meeting of the members of the Association shall be held during the month of April each year, at a date and time to be fixed by the Board of Directors.

Section 3.02. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of all the members.

Section 3.03. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.04. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of all the members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement of the meeting, until a quorum as aforesaid shall be present or be represented.

Section 3.05. PROXIES. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 4.01. NUMBER. The affairs of the Association shall be governed by a Board of nine (9) directors.

Section 4.02. TERM OF OFFICE. The directors shall serve for two year terms on a staggered basis. The members shall elect five members each even number year and four directors each odd number year.

Section 4.03. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of their predecessor.

Section 4.04. COMPENSATION. No director shall receive compensation for any service they may render to the Association. However, any director may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 4.05. DIRECTORS' AND OFFICERS' LIABILITY. The Association shall maintain a Directors' and Officers' Liability insurance policy to cover the "wrongful" acts of a director or officer of the Association. This coverage shall provide for funds to be available to defend suits against officers and directors of the Association and to pay any claims which may result. The policy shall be on a "claims made" basis so as to cover all prior officers and members of the Board of Directors.

Section 4.06. FIDELITY BOND. The Association or the Managing Agent shall maintain a Fidelity Bond insurance policy which shall cover all directors, officers, and employees of the Association and Managing Agent, if any, who handle Association funds. The bond shall be in an amount not less than 50% of the Association's annual budget but in no event less than the amount of funds, including reserves, owned by or under the control of the Association.

Section 4.07. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 5.01. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominations Committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or members of the Association. The Nominations Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominations Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members of the Association.

Section 5.02. ELECTION. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.01. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, the Board shall by resolution fix a replacement time and day. Regular Board meetings shall be open to the members, provided, however, that the Board shall reserve the right to hold executive sessions from time to time.

Section 6.02. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 6.03. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. POWERS. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities and governing the personal conduct of the Members, tenants of Members, and family members, guests, and invitees of Members and of the tenants of Members, and establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after a notice and hearing for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

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

(e) employ a manager, an independent contractor, or such employees as they deem necessary, and to prescribe their duties; and

(f) establish a capital reserve fund to provide for repair and replacement of those assets for which the Association is responsible.

Section 7.02. DUTIES. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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

(3) foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the owner personally obligated to pay the same;

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

(e) adopt and publish rules and regulations governing the use of the Common Area and facilities and governing the personal conduct of the Members, tenants of Members, and family members, guests, and invitees of Members and of the tenants of Members, and establish penalties for infractions thereof;

(f) procure and maintain adequate liability and hazard insurance on property owned by the Association and on the dwellings;

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

(h) cause the Common Area to be maintained; and

(i) cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 8.01. ENUMERATION OF OFFICERS. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.02. ELECTION OF OFFICERS. The election of the President, Vice-President, Secretary, and Treasurer shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 8.03. TERM. The President, Vice-President, Secretary, and Treasurer of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.04. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.05. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.06. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 8.07. MULTIPLE OFFICES. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.04 of this Article.

Section 8.08. DUTIES. The duties of the officers are as follows:

(a) PRESIDENT. The President shall be the chief executive officer; shall supervise the work of the other officers; shall preside at all meetings of members; shall preside at all meetings of Directors, and shall perform such other duties and functions as may be assigned him or her. He or she may sign, in the name of the Association, any and all contracts or other instruments authorized by the Board or these By-Laws.

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

(c) SECRETARY. The Secretary shall cause notices of all meetings to be served as prescribed in these By-Laws, shall record the votes and keep minutes of all meetings, shall have charge of the seal, if any, and corporate records of the Association, shall keep records of the members of the Association, and shall perform such other duties as are assigned to him or her by the President or the Board. Any Assistant Secretary shall be capable of performing all the duties of the Secretary. The Board may also appoint a recording secretary who will assume such responsibilities as designated by the Secretary of the Board.

(d) TREASURER. The Treasurer shall be responsible for review of the financial books and records and shall be familiar with the procedures of

financial transactions of the Association. The Treasurer shall perform such other duties as usually pertain to this office or as are properly required of the office by the Board of Directors.

ARTICLE IX

COMMITTEES

Section 9.01. The Board of Directors shall appoint an Architectural Committee, as provided in the Declaration, and a Nominations Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Section 9.02. SUBMISSION OF PLANS TO ARCHITECTURAL COMMITTEE. No exterior addition, modification, or alteration shall be made on or to any Lot or any other portion of the Properties or to the improvements located thereon, unless and until a plan or plans therefore, in such form and detail as the Architectural Committee requires, have been submitted to, and reviewed and approved by, the Architectural Committee. Owner will be responsible for any outside consulting fee required in the examination and approval of such plans.

ARTICLE X

BOOKS AND RECORDS

Section 10.01. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

Section 11.01. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 11.02. LATE CHARGES. If any assessment or any installment thereof is not paid within thirty (30) days after the due date, the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed 10% of the amount of such overdue assessment or installment thereof, provided such late charges are equitably and uniformly applied.

ARTICLE XII

MEMBERSHIP AND VOTING

Section 12.01. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE XIII

ENFORCEMENT

Section 13.01. OBLIGATION AND LIEN FOR COST OF ENFORCEMENT BY ASSOCIATION. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the By-Laws, or the Rules and Regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (1) the Owner, or (2) any family member, tenant, guest or invitee of the Owner, or (3) a family member or guest or invitee of the tenant of the Owner, or (4) a guest or invitee of (i) any member of such Owner's family or (ii) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot, Unit, or other portion of the Properties owned by such Owner, if any.

Section 13.02. PENALTIES. In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation of the Declaration or of these By-Laws or Rules and Regulations of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against a Lot Owner or Unit occupant shall be deemed to be a Special Assessment against the Lot of such Owner or on which the Unit occupied by such occupant is located and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Lot Owner, and shall be collectible in the same manner as Assessments under Article XI of these By-Laws.

Section 13.03. PLANTINGS. If the Board of Directors or the Architectural Committee determines that it is necessary to trim, cut, or prune any tree, hedge, or other planting because its location or the height to which or the manner in which it has been permitted to grow is detrimental or potentially detrimental to persons or property or obscures the view of street traffic or

is otherwise in violation of the Declaration, these By-Laws, or the Rules and Regulations, the Association shall notify the Owner of the Lot or other portion of the Properties who shall be obliged to remedy the violation. If the Owner fails to remedy the violation within thirty (30) days after such notice is given, then the Association may take such remedial action at the expense of the Owner.

Section 13.04. OWNER RESPONSIBLE FOR TENANTS. Any lease of a Unit shall provide for full compliance by the tenant with the Declaration, By-Laws, and Rules and Regulations of the Association. Should a tenant be in violation thereof at any time, the Board of Directors of the Association may send the Owner of the Unit which said tenant occupies written notice of such violation by certified or registered mail, return receipt requested. If the violation is not cured or eviction proceedings commenced against the tenant by the Owner at the Owner's expense within fourteen (14) days after the Owner has received notice of such violation, the Board of Directors may pursue any remedies which it may have pursuant to Article VII, Section 7.01 (a) of these By-Laws.

ARTICLE XIV

CONSTRUCTION AND INTERPRETATION

Section 14.01. The Association shall have the right to construe and interpret the provisions of these By-Laws and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

Section 14.02. Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable Rules and Regulations regarding the administration, interpretation, and enforcement of the provisions of the Declaration and these By-Laws. In so adopting and promulgating such Rules and Regulations, and in making any finding, determination, ruling, or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules, or regulations, the Association shall take into consideration the best interests of the Owners and residents of the Properties to the end that the Properties shall be preserved and maintained as a high quality community.

Section 14.03. In granting any permit, authorization, or approval, as herein provided, the Association may impose any conditions or limitations thereon as it deems advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding paragraph hereof.

ARTICLE XV

CORPORATE SEAL

Section 15.01. The Association shall have a seal in circular form having within its circumference the words: Churchville Greene Homeowners Association, Inc.

ARTICLE XVI

AMENDMENTS

Section 16.01. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XVII

CONFLICTS

Section 17.01. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.