

PART II

EXHIBITS

EXHIBIT A

Declaration
of
Covenants, Conditions and Restrictions
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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made the _____ day of _____, 1986, by Lissow/Wegman, Inc. hereinafter called "Declarant".

WHEREAS, Declarant is the owner of certain real property in the Town of Greece, County of Monroe and State of New York, more particularly described in Schedule A attached hereto and made a part hereof, said land in its entirety being hereinafter referred to as the "Properties"; and

WHEREAS, Declarant has subdivided the Properties and desires to subject the same to those certain covenants, agreements, easements, restrictions, charges and liens (hereinafter referred to collectively as "Restrictions") as hereinafter set forth; and

WHEREAS, ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC., is a New York Not-for-Profit Corporation formed for the purpose described in its Certificate of Incorporation;

NOW, THEREFORE, Declarant hereby declares that all of the Properties, together with any and all improvements thereof and appurtenances thereunto, shall be held, sold and conveyed subject to the following covenants, easements, restrictions and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, burden and bind the Properties for and during the period of time specified hereafter and all parties having any right, title or interest in the Properties or any part thereof, their heirs, executors, administrators, successors, and assigns forever, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association and all real property owned by the Owners subject to easements for the common use and enjoyment of the Owners.

Section 3. "Declarant" shall mean and refer to WEGMAN/LISSOW, INC., and its successors and assigns if such successors or assigns shall acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the including any Common Area within the boundaries of said Lot.

Section 5. "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 6. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. "Unit" shall mean and refer to the structure built on any given Lot.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and roads, drives, etc., including any necessary rights of ingress and egress to Owner's 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 bylaws, to adopt rules and regulations governing the use of the Common Area, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) the right of the Association to suspend the right to the use of any 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 invitees and business visitors of any Owner to ingress and egress over those portions of the Common Areas that lie within private roadways.

(d) the right of the Association to designate certain portions of the Common Area as sidewalks for the use of Owners, their invitees and business guests.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the bylaws, 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, shall and does exist so long as such encroachments stand. 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 cable television antenna system. By virtue of this easement it is expressly permissible to erect and maintain the necessary transformers or other equipment on the Properties, and to affix and maintain electrical or telephone wires and conduits, sewer and water lines on 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 Lots, including the Common Area thereon, to perform the duties of maintenance and landscaping of lawns, trees, shrubs and gardens, and maintenance and repair of the 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 any Lot, including the Common Area thereon, 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. Each Class A member shall be entitled to one vote, except when a Class A member owns a lot jointly with another or with others. When more than one person holds an interest in any Lot, all such persons owning the lot 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. Prior to _____ 1993, or such time as title to all Lots, in all phases has been conveyed by Declarant, whichever first occurs, Class A members shall not be entitled to vote for members of the Board of Directors.

Class B members shall be the Declarant or its successors or assigns. Class B membership shall cease and be converted to Class A membership on _____, 1993, or at such

time as title to all Lots in all phases has been conveyed by Declarant, whichever first occurs.

ARTICLE V

COVENANT FOR ANNUAL OR SPECIAL ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants to pay to the Association, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The covenant in this Section shall not constitute a guarantee or promise of any kind by Declarant to pay any assessment or any other obligation of any Owner other than Declarant. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively (i) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Areas and landscaped areas, exclusively for the benefit of its members, their guests, tenants and invitees; and (ii) to maintain, repair, reconstruct, replace and preserve, on a non-profit basis, the Lots, the private roads, trees, shrubs and grasses, and other exterior improvements. All exterior maintenance and cleaning responsibilities (except the maintenance of landscaping and the maintenance of private roads and driveways) shall be the responsibilities of the respective Owners, provided, however, that if an Owner shall fail to maintain and clean satisfactorily after fifteen (15) days notice from the Association, the Association may perform such maintenance and cleaning and charge the Owner for the expense thereof. There shall be no obligation on the part of the Association to maintain, repair, reconstruct, replace or preserve any part of any Unit or any fixtures or mechanical system (including but not limited to heating, including chimney, lighting, plumbing, air conditioning) for any Owner.

Section 3. Date of Commencement of Annual Assessments and Due Dates. The assessments provided for herein shall be fixed from time to time, but at least annually, and shall commence as to all Lots on the first day of the month following the recording of this Declaration, and shall be prorated on the basis of the Estimated Budget for the first year, published in the

Offering Plan, according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of subsequent assessments from time to time, but at least annually, for each Lot at least thirty (30) days in advance of annual assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the Owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer, or the Managing Agent, if any, of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction repair or replacement of a capital improvement upon the Common Area, and the Lots, or any of them, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article V shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Members, in person or by proxy, entitled to cast two-thirds (2/3) of all the votes of the membership shall constitute a quorum.

Section 6. Uniform Equal Rate of Assessment. Both annual and special assessments must be fixed at a uniform equal rate for all Lots and may be collected on a monthly or quarterly basis.

Section 7. Effect of Nonpayment of Assessments and Remedies of the Association. 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 maximum prevailing legal rate per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorneys' fees of any such action shall 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, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all

methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property and such Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure of said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium for fire and other hazard insurance. 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, or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 8. Subordination of the Association Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage given to any bank, savings bank, savings and loan association, pension fund, or other institutional lender or Declarant. Sale or transfer of any Lot shall not affect the assessment lien.

However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgage, or by deed in lieu of foreclosure, given as above provided, shall extinguish the lien of such assessments as to payments which became due prior to the foreclosure sale and transfer. No foreclosure sale or transfer shall relieve such Lot owner from liability for any assessments thereafter becoming due or relieve the Lot from the lien thereof.

Section 9. Reserves and Surplus. The Association's Board may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary to be desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall not be obligated to spend in any fiscal year all the sums collected in such year, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the annual assessment in the succeeding year, but may carry forward the same from year to year.

Section 10. Contractual Authority. The Association shall be entitled to contract with any corporation, firm or other entity in the performance of various duties imposed on the Association hereunder and the performance of any such entity shall be deemed the performance of the Association hereunder.

Section 11. Payments by Declarant. In spite of any provision to the contrary in this Article V, the Declarant shall not be liable for the payment of common charges for any unsold

Lots owned by it, unless and until said Lots are improved by completed units. For purposes of this section a completed unit shall be a unit for which a certificate of occupancy has been issued by the Town of Greece. The Declarant shall, however, contribute to the Association that amount equal to the difference between the cost of operating the Association and the assessments collected from Owners as set forth in the Estimated Budget. Similarly, the Declarant shall not be obligated to make any capital contribution except for the units which have been completed and are retained by Declarant.

ARTICLE VI

EXTERIOR MAINTENANCE

The Association shall provide grounds maintenance within the boundaries of each Lot which is subject to assessment hereunder as follows: lawn mowing, maintenance of trees and shrubs, and maintenance, cleaning and plowing of private roads and driveways. 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 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 any two 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, except for disputes involving the Declarant, 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 parties. Judgment upon the award of the arbitrators may be taken in any court of law with jurisdiction thereof.

ARTICLE VIII

USE OF PROPERTY

The use of the Properties shall be restricted to and in accordance with the following provisions:

A. Type of Dwellings: No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling and a garage.

B. Use of Common Elements. The Common Area shall be used for the furnishing of benefits and activities for which the same are reasonably intended, for the enjoyment of the Units.

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

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

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

F. Interpretation. In interpreting deeds, mortgages, and plans, the original existing physical boundaries of a Unit, (or in the event the Unit is reconstructed in substantial accordance with the original plan, its existing physical boundaries as reconstructed), shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plans, regardless of minor variance between

boundaries shown on the plans or in the deed and those of the building.

G. Regulations. Regulations concerning use of the Properties may be promulgated by the Board of Directors as hereinabove set forth; provided, however, that copies of such regulations are furnished to each Owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Board of Directors, are annexed to and made a part of the Bylaws. Such regulations shall not impair or limit the rights of mortgagees as elsewhere recited.

H. Application To The Declarant. these restrictions shall not apply to the business activities of the Declarant or its successors during construction or any additions thereto, so long as there are no undue delays.

ARTICLE IX

ARCHITECTURAL CONTROL

No building, fence, wall, mail box or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design

and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE X

INSURANCE AND CASUALTY DAMAGES

The Board of Directors shall obtain and maintain, to the extent obtainable, insurance coverage insuring the structures and all other insurable improvements upon the Properties, including all improvements and betterments, and all personal property as may be owned by the Association, in an amount equal to the maximum insurable replacement value thereof as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and such other risks as from time to time customarily shall be covered with respect to improvements similar in construction, location and use as the improvements being insured, including but not limited to, vandalism, malicious mischief, windstorm and additional perils.

Insurance covering public liability and property damage shall be provided in such amounts and in such forms as shall be required by the Board of Directors, but in no event less than \$500,000.00 for bodily injury to one person per occurrence; \$1,000,000.00 for aggregate bodily injury to all persons per one occurrence and \$250,000.00 property damage per occurrence; including, but not limited to, hired automobile, non-owned

automobile and off-premises employee coverage (if there are any employees).

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

Each Owner shall obtain insurance, at his own expense, insuring his residence and all other insurable improvements upon his lot in an amount equal to the maximum insurable replacement value. The Board of Directors shall have no responsibility to maintain insurance of any kind on individual residential units.

Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Association and charged as common expenses. In the event of a casualty loss, the Owner will continue to pay the common charges on his Unit.

The Association may secure such other forms of insurance coverage as its Board of Directors may from time to time direct to be paid as a common expense.

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 property subject to this Declaration, their respective heirs, successors and assigns, for a period of thirty (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 (10) years each, unless an instrument signed by the then Owners of seventy-five percent (75%) 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 thirty (30) year period by an instrument, signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded in the 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.

ARTICLE XII

ADDITIONAL PROPERTIES

Declarant, its successors or assigns, shall have the right, without the consent of the members of the Association, within five 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. 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____, 1986.

LISSOW/WEGMAN INC.

By: _____
Charles P. Lissow, President

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

On this _____ day of _____, 1986, before me personally came CHARLES P. LISSOW, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Greece; that he is the President of Lissow/Wegman, Inc., the corporation described herein, and which executed the within Instrument; that he signed his name thereto by order of the Board of Directors of said corporation.

NOTARY PUBLIC

DESCRIPTION OF SECTION NO. 1 OF
ENGLISH STATION SUBDIVISION IN THE
TOWN OF GREECE, NEW YORK

May 30, 1986
Page 1 of 2

Part of Tax Map No. 059.030-01-001

All that tract or parcel of land situated in Lot 13, Township 2, Division 1, Short Range, located in the Town of Greece, County of Monroe, State of New York and described as follows:

Beginning at the intersection of the west line of property now or formerly of Richard Lortz (Tax Map No. 059.010-05-002) and the center line of English Road (66 foot wide right of way);

1. thence South $0^{\circ} 42' 53''$ West along said west line of the Lortz property, a distance of 894.43 feet to a point;
2. thence South $89^{\circ} 25' 58''$ East along the south line of said Lortz property, a distance of 15.00 feet to a point;
3. thence South $0^{\circ} 34' 12''$ West, a distance of 100.00 feet to a point;
4. thence North $89^{\circ} 25' 48''$ West, a distance of 55.00 feet to a point;
5. thence South $54^{\circ} 36' 32''$ West, a distance of 88.56 feet to a point;
6. thence South $40^{\circ} 21' 43''$ West, a distance of 50.00 feet to a point;
7. thence Westerly on a curve to the left having a radius of 75', a delta angle of $39^{\circ} 47' 31''$, a distance of 52.09 feet to a point of tangency;
8. thence North $89^{\circ} 25' 48''$ West, a distance of 137.00 feet to a point;
9. thence North $0^{\circ} 34' 12''$ East, a distance of 120.00 feet to a point;
10. thence North $77^{\circ} 01' 13''$ West, a distance of 47.28 feet to a point;
11. thence North $12^{\circ} 58' 47''$ East, a distance of 94.53 feet to a point;
12. thence South $77^{\circ} 01' 13''$ East, a distance of 50.00 feet to a point;
13. thence North $12^{\circ} 58' 47''$ East, a distance of 65.00 feet to a point;
14. thence North $32^{\circ} 06' 42''$ West, a distance of 59.15 feet to a point;
15. thence North $0^{\circ} 34' 12''$ East, a distance of 130 feet to a point;
16. thence North $89^{\circ} 25' 48''$ West, a distance of 340 feet to the east line of property now or formerly of the Mary Cariola Childrens Center, Inc. (Tax Map No. 059.010-05-001);

DESCRIPTION OF SECTION NO. 1 (Cont'd)

May 30, 1986

Page 2 of 2

17. thence North $0^{\circ} 34' 12''$ East along said east line, a distance of 76 feet to a point of curvature;
18. thence Northeasterly on a curve to the right having a radius of 220 feet, a delta angle of $76^{\circ} 21' 36''$, a distance of 293.20 feet to a point of tangency;
19. thence North $76^{\circ} 55' 48''$ East, a distance of 175.9 feet to a point of curvature;
20. thence Northerly on a curve to the left having radius of 140 feet, a delta angle of $76^{\circ} 24' 03''$, a distance of 186.68 feet to a point of tangency;
21. thence North $0^{\circ} 31' 45''$ East, a distance of 144.89 feet to said center line of English Road;
22. thence South $89^{\circ} 28' 15''$ East along said center line, a distance of 220 feet to the point of beginning.

Containing 9.43 ± Acres

EXHIBIT B

CERTIFICATE OF INCORPORATION
OF
ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

(Under Section 402 of the
Not-For-Profit Corporation Law)

LEON T. SAWYKO, for the purpose of forming a corporation pursuant to Section 402 of the Not-for-Profit Corporation Law, does hereby certify:

FIRST: The name of the corporation is ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC. (the "Corporation").

SECOND: The Corporation is a Corporation defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law.

THIRD: The purpose or purposes for which the Corporation is formed are: To promote and protect the interests of the owners of property in English Station Subdivision; to provide for the acquisition, development, construction, management, maintenance and preservation of corporation property; to enforce all covenants, easements, restrictions and agreements within the subdivision; and to do any act or thing incidental to or connected with the foregoing purposes or in advancement thereof; but not for the pecuniary profit or financial gain of its members, directors or officers except as permitted under the Not-for-Profit Corporation Law.

FOURTH: The Corporation shall be a Type A Corporation under section 201 of the Not-for-Profit Corporation Law.

FIFTH: The offices of the Corporation is to be located in the County of Monroe, State of New York.

SIXTH: The names and addresses of the initial Directors of the Corporation are:

Philip R. Wegman 550 Latona Road
Rochester, New York 14626

Edwin J. Wegman 550 Latona Road
Rochester, New York 14626

Charles P. Lissow 550 Latona Road
Rochester, New York 14626

SEVENTH: The Secretary of State of the State of New York is hereby designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process served upon him is: English Station Homeowners' Association, 550 Latona Road, Rochester, New York 14626.

IN WITNESS WHEREOF, the subscriber has signed this Certificate this 22nd day of May, 1986 and hereby affirms the statements contained herein are true under the penalties of perjury.



Leon T. Sawyko
The Granite Building
130 East Main Street
Rochester, New York 14604

NYS DEPARTMENT OF STATE

FILING RECEIPT INCORPORATION (NOT FOR PROFIT)

CORPORATION NAME

ENGLISH STATEION HOMEOWNERS' ASSOCIATION, INC.

<u>DATE FILED</u> 05/23/86	<u>DURATION & COUNTY CODE</u> P MONR	<u>FILM NUMBER</u> R362821-3	<u>CASH NUMBER</u> 733678
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<u>NUMBER AND KIND OF SHARES</u>	<u>LOCATION OF PRINCIPAL OFFICE</u>
----------------------------------	-------------------------------------

TYPE A
\$LAWY

<u>ADDRESS FOR PROCESS</u> S THE CORP. O LATONA ROAD CHESTER NY 14626	<u>REGISTERED AGENT</u>
--	-------------------------

FEES AND/OR TAX PAID AS FOLLOWS:

AMOUNT OF CHECK \$ 00060.00 AMOUNT OF MONEY ORDER \$ _____ AMOUNT OF CASH \$ _____

6.00 DOLLAR FEE TO COUNTY

\$ 050.00 FILING
\$ TAX
\$ CERTIFIED COPY
\$ CERTIFICATE
010.00 MISCELLANEDUS
TOTAL PAYMENT \$ 000060.00

PREPAYER NAME AND ADDRESS

HARRIS BEACH WILCOX RUBIN
AND LEVEY; THE GRANITE
BLDG; 130 E. MAIN ST.
ROCHESTER, NY 14604-1 687

REFUND OF \$

TO FOLLOW

EXHIBIT C
BYLAWS
OF
ENGLISH STATION HOMEOWNERS' ASSOCIATION

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BYLAWS OF
ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I - IDENTITY

These are the Bylaws of English Station Homeowners' Association, Inc.

These Bylaws provide the method by which English Station Homeowners' Association, Inc., a homeowners' association in the Town of Greece, Monroe County, New York, organized under the Not-For-Profit Corporation Law, shall be governed.

The office of the Association shall be at the residence of the then current President of the Association or at the office of English Station Associates (herein the "Declarant") at 550 Latona Road, Rochester, New York, 14626.

The fiscal year of the Association shall be the calendar year.

ARTICLE II - DEFINITIONS

A. "Association" shall mean and refer to English Station Homeowners' Association, Inc., its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of the Association.

C. "Common Area" shall mean all real property owned by the Association or by the Owners subject to easements for common use and enjoyment of the Owners.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, including any Common Area within the boundaries of said Lot.

E. "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.

F. "Declarant" shall mean and refer to Wegman/Lissow, Inc., its successors and assigns.

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

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

I. "Unit" shall mean and refer to the structure built on any Lot.

ARTICLE III - BOARD OF DIRECTORS

A. Membership and Initial Selection. The Association shall be governed by a Board of Directors consisting of three (3) persons. These directors need not be members of the Association. The initial Board of Directors shall be designated by Declarant who is authorized to choose the directors until all

Lots in all phases have been sold or until seven (7) years after the transfer of the first Lot whichever first occurs.

B. Term and Election. At such time as the members become empowered to elect the Board of Directors they shall elect three (3) directors, the person receiving the highest number of votes serving three (3) years, the person receiving the next highest number of votes serving two (2) years, and the person receiving the next highest number of votes serving one (1) year. Thereafter at each annual meeting the Members shall elect one (1) director to serve for three (3) years.

C. 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.

D. 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.

E. Action Taken Without a Meeting. The directors shall have the right, by obtaining the written approval of all the directors, to take any action in the absence of a meeting which they could take at a meeting. Any actions so approved

shall have the same effect as though taken at a meeting of the directors.

F. Powers and Duties. The Board of Directors shall exercise all the powers and duties permitted the governing body of the Association, including those existing under the Not-For-Profit Corporation Law of New York State. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, and shall include but shall not be limited to the following powers and duties:

1. To make and collect assessments, including special assessments, against members to defray the costs of the Association.

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

3. To assure the maintenance, repair, replacement and operation of all Association property for the common use and enjoyment of the unit owners.

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

5. To make and amend regulations respecting the use of the Common Areas, Lots and Units. (The initial Rules and Regulations are attached hereto as Schedule A).

6. To enforce by legal means the provisions of the Declaration, Bylaws and Regulations for the use of the Properties.

7. To purchase insurance for the protection of Members and the Common Areas of the Association against casualty and liability as provided in the Declaration.

8. To pay the cost of all snow plowing, electric, water, sewer, and other utility services rendered to the Association and not billed to Members.

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

10. To contract for management of the Association and to delegate to such contractor the powers and duties of the Board of Directors except such as are specifically required by the Association's certificate of Incorporation or Bylaws to have approval of the Board of Directors.

11. To receive, consider, and act upon any application which pertains to the alteration of a Unit in accordance with Article X of the Declaration.

12. To suspend the right of a Member to use Common Areas during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after a notice and hearing for a period not to exceed sixty (60) days for infraction of published Rules and regulations.

13. 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.

G. Method of Calling Meetings.

1. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegram at least three (3) days prior to the day named for the meeting unless such notice is waived. The first regular meeting held in each calendar year shall be the annual meeting of the Board.

2. Special meeting of the Board of directors may be called by the President and must be called by the Secretary at the written request of any one director. No less than three (3) days notice of the meeting shall be given personally, or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the meeting.

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

H. Quorum. A quorum at a Board of Directors meeting shall consist of a director or directors present in person holding at least a simple majority of the eligible votes. The acts of the Board approved by a majority of the directors present in person or by proxy at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration. If at any

meeting of the Board of Directors there be fewer than a quorum present, the directors present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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

J. Officers. The officers of the Association shall be a President, Secretary, and Treasurer. They shall be elected at the annual meeting by the Board of Directors from among the members of the Board and shall hold office for a term of one (1) year or until the next annual meeting. Officers may be preemptorily removed and replaced by vote of the directors at any meeting. Any person may hold two (2) offices except that the President shall not be the Secretary. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

1. The President shall be the chief executive officer of the Association and shall preside over the meetings of the Board of Directors and of the Members. He shall have all the powers and duties which are usually vested in the office of the

president, including but not limited to the power to appoint committees from among the directors, Members and residents of the Units from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

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

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

4. The compensation, if any, of all officers and employees of the Association shall be fixed by the Board of Directors; however, a member of the Board of Directors shall not be entitled to compensation for his services as such, but he may

be reimbursed for any out-of-pocket expenses incurred in behalf of the Association. This provision shall not preclude the Board of Directors from employing a director as an officer or employee of the Association or preclude the contracting with a director for the management of the Association other than his capacity as a member of the Board of Directors.

ARTICLE IV - FISCAL MANAGEMENT

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

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

B. Budget. The Board of Directors shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Association in the manner provided for in the Declaration.

C. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the

Association shall be deposited. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

D. Audit. An audit of the accounts of the Association, including a summarization of receipts and expenditures, shall be made annually at the end of each fiscal year by a certified public accountant selected by the Board of Directors, and a copy of the report, including the summarization of receipts and expenditures for the year, shall be furnished to each Member.

E. Fidelity Bonds. Fidelity bonds may be required by the Board of Directors, in such amounts and with such terms as the Board may deem necessary or appropriate, for all officers and employees of the Association and from any contractor handling or responsible for Association funds. The premium on such bonds shall be a common expense and be paid by the Board of Directors.

ARTICLE V - MEETINGS AND POWERS OF MEMBERS

A. Meetings. Meetings of the Members shall be held from time to time when called by the Board of Directors, or by the President, or by any two (2) Members. All meetings shall be held at the principal office of the Association or at such other place in the Town of Greece, Monroe County, New York, as may be fixed by the President and at a time fixed by the President.

B. Notice of Meeting. The Secretary shall give not less than seven (7) days' notice of any meeting of Members personally, or by mail or telegram, which notice shall state the time,

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

C. Quorum. A quorum at Members' meetings shall consist of a simple majority of the eligible Members present by proxy or in person. The acts of the Members must be approved by vote of a simple majority of the eligible Members except as specifically otherwise provided in these Bylaws, the Declaration, or the Not-For-Profit Corporation Law.

ARTICLE VI - ARCHITECTURAL CONTROL

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

ARTICLE VII - LIABILITY OF BOARD OF DIRECTORS

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

ARTICLE VIII - AMENDMENTS

A. These Bylaws may be amended at a regular or special meeting of the Members by a vote of two-thirds (2/3) at a quorum of Members present in person or by proxy.

B. In the case of any conflict between the Certificate of Incorporation and these Bylaws, the Certificate of Incorporation shall control and in the case of any conflict between the Declaration and these Bylaws the Declaration shall control.

Secretary

SCHEDULE A
RULES AND REGULATIONS

In addition to the other provisions of these Bylaws, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Units and conduct of all residents thereof.

1. The exterior of each Unit shall be maintained in good repair and attractive condition, including but not restricted to paint or stairs in good condition, repair of broken windows and screens, and maintenance of gutters, downspouts, roof and external masonry. The sidewalks, entrances, and driveways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

2. No sign, advertisement, notice, or other lettering including political endorsements or signs shall be exhibited, inscribed, painted, or affixed by any Owner on any part of the outside or windows of the unit or buildings without prior written consent of the Board of Directors.

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

4. No baby carriages, velocipedes, or bicycles shall be allowed to stand on the sidewalks, entrances, driveways, or other Common Areas or on parts of the Lots outside the buildings and patio areas. No automobiles or trucks shall be parked on the

driveways except in marked parking spaces or temporarily when making deliveries to Units immediately adjacent thereto.

5. No Owner shall allow anything whatever to fall from the windows or doors of the premises, nor sweep or throw from the premises any dirt or other substances into any of the Common Areas or upon the grounds.

6. No garbage cans, equipment or supplies of any kind including firewood, milk bottles, or other articles shall be placed on the Common Areas or on parts of the Lots outside the buildings and patio areas, nor shall anything be hung or placed in such manner that it is visible. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any windows or doors.

7. No Owner shall make or permit any disturbing noises in the Unit by himself, his family, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts, or conveniences of other Owners. No Owner shall play upon, or permit to be played upon, any musical instrument or operate or permit to be operated a tape recorder, phonograph, hi-fi set, stereo, FM set, radio, or other type of equipment for producing sound in the Unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the buildings. No Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental practice, nor give nor permit

to be given vocal or instrumental instruction at any time if the same shall disturb or annoy other occupants of the buildings. No garage sales may be held. Owners shall not use or permit the use of the premises in any manner which would be disturbing or a nuisance to other Owners, or in such a way as to be injurious to the reputation of the Association.

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

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

10. No Owner shall allow any pet to run free on the Common Areas or outside of that Owner's Lot. Pets shall be on leash and accompanied by an adult. Owners shall be responsible for picking up after pets.

11. No garbage, trash, or cuttings shall be placed, stored or collected in any area other than that designated for such purpose and no such materials shall be allowed to accumulate.

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

13. No boats, trailers, housecars, motorcycles, bicycles, or motor vehicles of any kind shall be parked on the

premises except in the garages, except that automobiles of visitors may be parked in the areas so designated.

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

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

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

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

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

19. Except in the individual garden areas adjacent to a Unit, no permanent planting or gardening shall be done. No such planting shall be done within the Common Areas.

20. No pens, fences, chains, 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.

EXHIBIT D

MANAGEMENT CONTRACT

This contract made this ___ day of _____, 1986, between English Station Homeowners' Association, Inc., (hereinafter referred to as the "Association") and Montreal Management Corporation, 550 Latona Road, Rochester, New York 14626, (hereinafter referred to as the "Management Agent"). WITNESSETH:

The parties hereto mutually agree as follows:

FIRST: This Management Contract shall commence immediately upon the happening of the transfer of title to the first unit located in English Station Subdivision.

SECOND: The Association hereby appoints the Management Agent, and the Management Agent hereby accepts appointment, as exclusive managing agent of the Board of Directors of the Association regarding property known as English Station Subdivision on Long Pond Road, Town of Greece, New York, upon the terms and conditions hereinafter provided.

THIRD: The Management Agent shall perform the following services:

bill and collect common charges, hire and discharge employees, supervise repairs and alterations; purchase supplies and materials for the Association; maintain the Association's books and records; attend the Annual Meeting of the Board of Directors and of the Owners and attend all meetings of the Board of Directors which he is

requested to attend; engage contractors for the maintenance and repair of the Common Areas; provide the Association annually at the Association's expense with a written balance sheet and statement of profit and loss which shall be prepared by an independent public accountant and which shall contain an express opinion by such accountant that such statements fairly present the financial position and results of operations of the Association; and generally perform the duties of a managing agent of residential property.

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

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

SIXTH: The Association shall pay the Management Agent as compensation for its services hereunder the sum of Seventy Dollars (\$70.00) per annum, for each completed unit, payable in equal quarterly installments, commencing with the closing of title to the first Unit and continuing for a period of

one year. The Board of Managers shall have the option to terminate this Agreement at the end of one (1) year, or at any time with cause.

SEVENTH: The Management Agent shall have full authority to enter into all contracts on behalf of the Association necessary to carry out the affairs of the Association. However, in the event any contract shall obligate the Association for an expenditure in excess of \$5,000.00, which is not contemplated within the existing budget of the Association, such contract will not be entered into without the written approval of the Board of Directors of the Association.

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

ENGLISH VILLAGE HOMEOWNERS'
ASSOCIATION, INC.

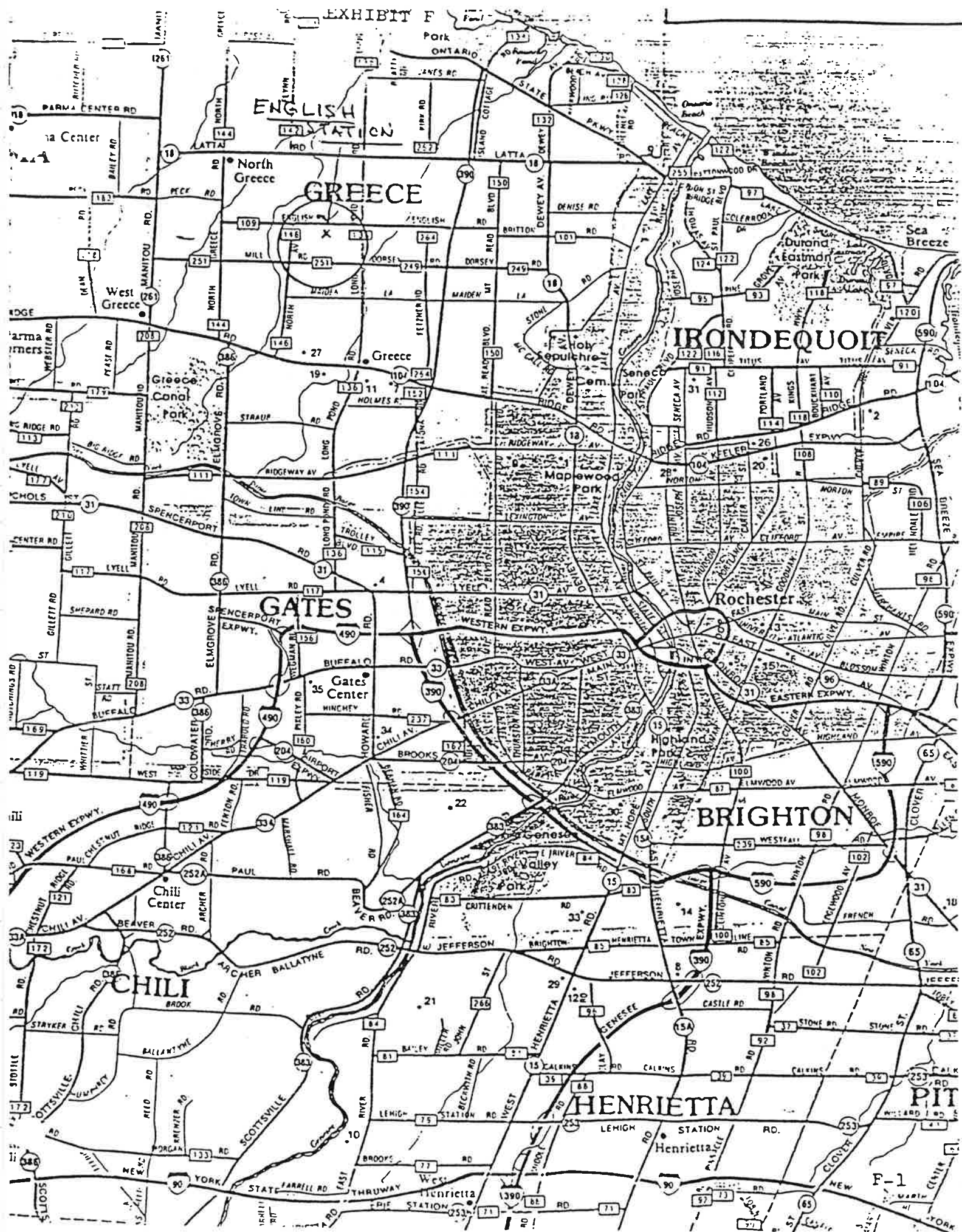
Attest:

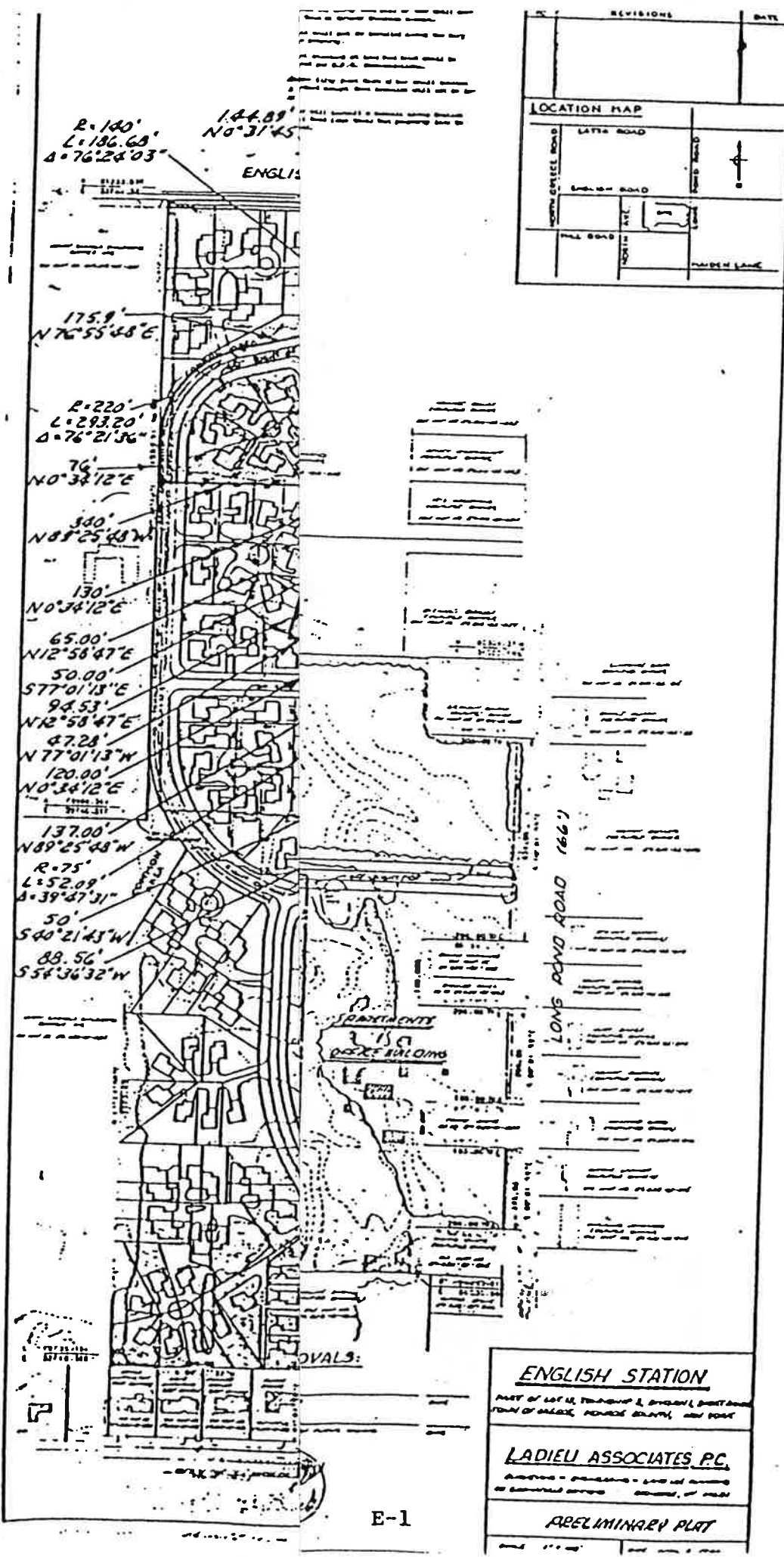
By: _____
President

Secretary

MONTREAL MANAGEMENT CORPORATION

By: _____
President





R=140'
L=186.68'
Δ=76°24'03"

144.89'
N0°31'45"

175.9'
N76°55'48"E

R=220'
L=293.20'
Δ=76°21'36"

76'
N0°32'12"E

360'
N89°25'48"W

130'
N0°34'12"E

65.00'
N12°58'47"E

50.00'
S77°01'13"E

94.53'
N12°58'47"E

47.28'
N77°01'13"W

120.00'
N0°34'12"E

137.00'
N89°25'48"W

R=75'
L=52.09'
Δ=39°47'31"

50'
S40°21'43"W

88.56'
S54°36'32"W

NO.	REVISIONS	DATE

LOCATION MAP			
NORTH OFFICE ROAD	LATER ROAD	+	
ENGLISH ROAD	HALL ROAD		
HALL ROAD	NORTH	HARDEN LANE	

ENGLISH STATION
 PART OF LOT 18, TOWNSHIP 8, RANGE 1, DISTRICT OF
 TOWN OF BRIDGE, PROVINCE OF ONTARIO

LADIEU ASSOCIATES, P.C.
 ARCHITECTS - ENGINEERS - LAND SURVEYORS
 100 BRIDGE STREET, BRIDGE, ONTARIO

PRELIMINARY PLAT

E-1

CONSTRUCTION and SALE CONTRACT

AGREEMENT made this _____ day of _____, 198____, between LISSOW/WEGMAN, INC., a domestic corporation (hereafter "You" or "Seller"), and _____, (hereafter "We" or "Purchaser").

We agree to have you construct, in accordance with any zoning and tract restrictions, a Dwelling on your lot, which is known as Lot No. _____ of the English Station Subdivision, situated on the _____ side of _____ in the Town of Greece, County of Monroe, State of New York, lot size being as per filed map.

You are to erect for us a _____ Model home, per plan, foundation size _____ x _____ in accordance with the plans and specification initialed by both parties.

Contract Price: _____ Dollars, including lot, plus such additional sums for extras as are provided for herein or as may be ordered by us, such extras to be paid in full when ordered.

Cash payment to be made by us as follows: \$ _____ here-with; \$ _____ on completion of cellar walls; \$ _____ when roof is completed; \$ _____ when Drywall is completed; the balance to be paid on completion.

This offer is subject to our obtaining a mortgage commitment in the amount of \$ _____ by _____, 19____. Time is of the essence in our furnishing you with a written copy of such mortgage commitment within the stated time or this contract is null and void at the option of the Seller. If we fail to obtain a commitment, all payments made hereunder are to be returned to us, except the costs of appraisal fees and cost of Seller's overhead expenses. The parties agree to abide by the decision of the mortgagee as to the value of any unfinished work and the amount of the escrow to be paid to the Builder on full completion and Buyer agrees to execute such documents at the time as are necessary to permit the mortgagee to pay Builder accordingly. This provision shall survive final payment.

All interest on advances on building loans, made during construction, shall be paid by the Builder.

The Seller agrees, at its own cost and expense, to erect and complete the aforementioned Dwelling in accordance with the requirements of the Building Department of the Town of Greece as to materials and workmanship and further agrees that when completed the same will be in substantial accordance with the plans as filed with the Building Department. Purchaser shall only inspect the premises when accompanied by Seller's representatives at a pre-determined time mutually convenient to all parties.

The Seller reserves the right to: (a) make changes or substitutions of materials or construction for items as set forth in the plans and specifications, provided any such changes are of comparable value and quality; (b) determine the grading, elevation and design of all plots and dwellings to fit into the general pattern of the project; (c) determine elevation and location of foundations and streets to conform with topographic conditions. Buyer agrees to supply Builder with all materials, electrical and color selections within thirty (30) days from start of construction. If selections are not completed within thirty (30) days, the Buyer authorizes Builder to complete those selections on Buyers behalf. Seller agrees to accept change orders only within thirty (30) days of start of construction.

The deed shall be in proper statutory form for recording; shall be a Warranty Deed with lien covenant; shall be duly executed and acknowledged by the Seller at the Seller's expense; and shall contain such a description of the premises as shall validly convey the premises and the Purchaser's membership in English Station Homeowners Association.

The Seller shall give and the Purchaser shall accept a good and marketable title (subject to the terms of the Declaration and Bylaws as filed and the Offering Plan), free and clear of all liens and encumbrances except as set forth in the Offering Plan. The Seller shall furnish redated Abstract of Title. Buyer shall reimburse Seller for the cost of the instrument survey and water meter.

The closing of Title shall take place at an office to be designated by the Seller or by the lending institution on or about _____, 19____, or such other date as may be designated by the Seller upon seven (7) days written notice from the Seller that the Dwelling is available for occupancy and that a Certificate of Occupancy is available from the Town of Greece. Time is of the essence in regard to this provision. The Seller shall be entitled to a reasonable adjournment of the closing of title in the event of delay by reason of weather conditions, strikes or material shortages, or delays in inspections and reports thereon, or other requirements.

All real estate taxes, pure waters or water pollution control charges shall be adjusted as of the date of closing in accordance with local custom. In addition, the Purchaser shall pay at closing his prorated share of the Homeowners Association common expenses assessment as provided in Article 1 of the Declaration and in the Offering Plan. In addition, the Purchaser agrees to make an initial capital contribution to the Association in the amount of \$_____.

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

At the closing of title, the Seller will deliver a Certificate of Occupancy covering the Unit and it is further agreed that title will not close until a temporary or permanent Certificate of Occupancy has been issued. At closing, the Buyer will pay transfer tax, bank attorney and recording fees, mortgage tax, tax and insurance escrow deposits and any charges required by the lender from the date of title transfer. If Purchaser desires Seller to pay transfer tax, the price of the house will be increased by \$4.00 per \$1,000.00 of contract price.

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

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

All deposits, down-payments or advances made by Purchaser of these units shall be held in a special escrow account at Norstar Bank, Rochester, New York, pending delivery of the completed unit and a deed thereto. Such funds will receive interest, at the rate from time to time being paid by said Bank on regular savings accounts, from the date of deposit to the date of withdrawal. The Purchaser shall receive credit for such interest at Closing if the purchase is completed. Seller is responsible for complying with the escrow and trust fund provisions of General Business Law Section 352-e(2)(b) and Section 352-h.

The signature of Stephen H. Waite, Esq. or Leon T. Sawyko, Esq., The Granite Building, 130 East Main Street, Rochester, New York 14604, as attorney for the Seller, shall be required to withdraw any of such funds held under the above paragraph. In the event of default by the Purchaser, the down-payment (or such part thereof that does not exceed ten (10%) percent of the purchase price plus interest and the amount of any extras) may be released to the Seller from the account as liquidated damages and thereafter neither party shall have any rights or obligations against or to the other.

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

The parties agree that no broker other than _____ was involved in or brought about this sale and the Purchaser agrees to indemnify the Seller against any claim brought for brokerage by any broker other than _____, based upon the Purchaser's act.

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

Manufacturers' warranties covering the heating and air conditioning systems and appliances will be delivered at the time of closing. The Seller will promptly correct any major defects in the construction of the buildings, or in the installation or operation of any mechanical equipment therein, due to materials or improper workmanship substantially at variance with the plans and specifications, provided it is notified of such defects in writing within one year from the date of closing of title to the Unit in which the defect exists. The warranties and agreements above referred to shall run for a period of one year from the date of title closing and liability thereunder shall be limited to repair or replacement of defective parts. This paragraph shall survive the closing of title and the delivery of the deed. Except as stated above in this Section 25, the Seller makes no warranty of any kind, express or implied, whether of fitness or otherwise, regarding heating and air conditioning systems or appliances.

This offer is contingent upon the sale of my property at _____
by _____.

You may continue your efforts to sell this property and in the event you receive another satisfactory purchase offer, you are to notify me in writing and I shall have five (5) days to remove this contingency, and my failure to do so will render this offer null and void. Upon acceptance of this offer, I agree to immediately list my property with _____.

This will acknowledge that a copy of the Offering Plan and Sales Brochure, which includes a copy of the floor plan of the unit being purchased, was delivered to me at least seventy-two hours before I signed the within Purchase Agreement.

PURCHASERS:

Date _____

Witness _____

LISSOW/WEGMAN, INC.

By _____

Date _____

Witness _____

Purchasers: _____

Address: _____

Telephone: _____

Purchaser's Atty. _____

Seller: LISSOW/WEGMAN, INC.
550 Latona Road
Rochester, New York
Attn: Sheryl Fortner-Bayko

Telephone: (716) 227-7370

Seller's Atty.: Leon T. Sawyko

1947

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

RESEARCH REPORT

NO. 10

BY

ROBERT H. COHEN

AND

WALTER P. MUELLER

DEPARTMENT OF PHYSICS

UNIVERSITY OF CHICAGO

CHICAGO, ILLINOIS

RECEIVED

AT THE

PHYSICS DEPARTMENT

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CHICAGO, ILLINOIS

APRIL 15, 1947

PHYSICS DEPARTMENT

UNIVERSITY OF CHICAGO

CHICAGO, ILLINOIS

EXHIBIT H

SPONSOR'S CERTIFICATION

RE: ENGLISH STATION SUBDIVISION, TOWN OF GREECE, NEW YORK
ENGLISH STATION HOMEOWNERS' ASSOCIATION, INC.

We are the sponsor and the principals of sponsor of the Homeowners' Association Offering Plan for the captioned property.

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

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

- (i) set forth the detailed terms of the transaction and be complete, current and accurate;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
- (iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we: (a) knew the truth (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

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

We certify that if the construction of the roads and/or sewers and/or water lines has not been completed prior to conveyance to the HOA, a bond will be posted, funds will be escrowed, or other adequate security will be provided in an amount to be determined by an engineer licensed to practice as a professional engineer in the jurisdiction where the HOA is

located, which amount shall not be less than the amount required to complete such construction to the required specifications.

Dated: _____, 1986

LISSOW/WEGMAN INC.

Charles P. Lissow
By: CHARLES P. LISSOW
President

PRINCIPALS:

Sworn to before me this 29th
day of May, 1986.

Karen L. Olson
Notary Public KAREN L. OLSON
NOTARY PUBLIC, State of N. Y., Monroe County
My Commission Expires March 20, 1989

Edwin J. Wegman
Edwin J. Wegman

Sworn to before me this 29th
day of May, 1986.

Karen L. Olson
Notary Public KAREN L. OLSON
NOTARY PUBLIC, State of N. Y., Monroe County
My Commission Expires March 20, 1989

Charles P. Lissow
Charles P. Lissow

Sworn to before me this 29th
day of May, 1986

Karen L. Olson
Notary Public KAREN L. OLSON
NOTARY PUBLIC, State of N. Y., Monroe County
My Commission Expires March 20, 1989

Philip R. Wegman
Philip R. Wegman

THE CABOT GROUP

May 29, 1986

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

Attn: Real Estate Financing Bureau

RE: English Station Homeowners Association
Greece, New York

Gentlemen:

The sponsor of the homeowners association offering plan for the captioned property retained our firm to review Schedule A containing projections of income and expenses for the first year of homeowner association operation. Our experience in this field includes 15 years in the management of over 2,000 condominiums and 5,000 rental apartments in the Western New York area.

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

I have reviewed Schedule A investigated the facts set forth in Schedule A and the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience in managing residential property.

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

I certify that the Schedule does:


(1) set forth in detail the terms of the transaction as it relates to the Schedule A and is complete, current and accurate;

- (2) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
- (3) not omit any material fact;
- (4) not contain any untrue statement of a material fact;
- (5) not contain any fraud, deception, concealment or suppression;
- (6) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (7) not contain any representation or statement which is false, where I (a) knew the truth; (b) with reasonable effort could have known the truth, (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Certification is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. I understand that a copy of this Certification is intended to be incorporated into the offering plan so that prospective purchasers may rely on it.

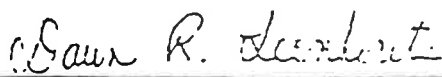
This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,


Lawrence R. Brattain
Vice President

LRB/ah

Sworn to before me this
29 day of May 1986



Notary Public

DAVID R. LEENHOUTS
Notary Public in the State of New York
West County
Commission Expires March 30, 1987

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS INSTRUMENT, made this 3rd day of April, 1993, is an amendment to the Declaration of Covenants, Conditions and Restrictions (the "Declaration") which was recorded in the Monroe County Clerk's Office in Liber 7147 of Deeds at page 208 on July 8, 1987.

W I T N E S S E T H:

WHEREAS, Lissow/Wegman, Inc. (the "Declarant") is the sponsor of English Station Homeowners' Association, Inc., as established by the above-referenced Declaration; and

WHEREAS, the first sentence of Article XII, page 21 of the Declaration states that "Declarant, its successors or assigns, shall have the right, without the consent of the members of the Association, within five 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"; and

WHEREAS, five years has passed since the date of the above-referenced Declaration; and

WHEREAS, since five years has passed, and in order to bring within the scheme of the Declaration additional lands and in order to also amend the first sentence of Article XII, page 21 of the Declaration it is necessary to comply with Article XI, Section I, page 20 of the Declaration which states in relevant part that "This Declaration may be amended during the first thirty (30) year period by an instrument, signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners."; and

WHEREAS, the Declarant has requested of the Lot Owners who comprise the English Station Homeowner's Association, Inc. that they give the Declarant the right to bring within the scope of this Declaration certain additional lands described on Schedule A to this First Amendment, which lands the Declarant wishes to develop in the same or a similar matter to the lands already subjected to the Declaration; and

WHEREAS, the Declarant has also requested the Lot Owners to extend the time frame of the first sentence of Article XII, page 21 of the Declaration to "twelve years from the date of recording of the Declaration" rather than "five years from the date of the Declaration" and whereas the Declarant will specify and limit what additional properties may also be brought within the scope of the Declaration; and

WHEREAS, in accordance with Article XI, Section I, page 20 of the Declaration, ninety percent (90%) or more of the Lot owners, other than the Declarant, have approved this Amendment.

IN WITNESS WHEREOF, the Lot Owners and the Declarant have caused the above First Amendment to be executed the date shown below.

LISSOW/WEGMAN, INC.

By: Philip Wegman

STATE OF NEW YORK)

COUNTY OF MONROE) ss.:

Philip Wegman On this 23rd day of April, 1993, before me came Philip Wegman, to me known and who, being by me duly sworn, did depose and say that he resides at Greene St; that he is the V.P. President of LISSOW/WEGMAN, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

J. D. Watkins
Notary Public

JEROLD D. WATKINS
Notary Public, State of New York
Qualif: in Monroe County
My Commission Expires ~~March 30, 1994~~
1 31-94

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS**

This Amendment made this 25TH day of OCTOBER, 1995 to the Declaration of Covenants, Conditions & Restrictions of the English Station Home Owners Association, Inc. recorded in the Monroe County Clerk's Office in Liber 7147 of Deeds, page 208 on July 8, 1987 (hereinafter the "Declaration").

WHEREAS, Article VI of the Declaration provides that the English Station Home Owners' Association, Inc. (the "Association") shall provide tree and shrub maintenance within the boundaries of each lot owned by members of the Association, and

WHEREAS, the Association wishes to amend the Declaration to provide that the Association is not responsible for the care of foundation planting beds, and the Association will provide care only for trees and shrubs located in specified sections of the English Station sub-division, and

WHEREAS, in accordance with Article XI, Section 1 of the Declaration, 90 percent or more of the lot owners of the English Station subdivision have approved this Amendment,

NOW, THEREFORE, the following amendment is hereby adopted:

1. Article VI of the Declaration is hereby amended to read as follows:

**ARTICLE VI
EXTERIOR MAINTENANCE**

The Association shall provide grounds maintenance within the boundaries of each Lot which is subject to assessment hereunder as follows: lawn mowing and maintenance, and cleaning and plowing of private roads and driveways. The Association is not responsible for the care of foundation planting beds. The Association will maintain trees and shrubs which are located only in the following areas; (i) on common property owned

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by the Association (i.e., the stormwater detention basins and the front entrance gate areas), (ii) on the Town of Greece right-of-way between the paved roadway and the sidewalks along English Station Road, as well as within a ten-foot-wide strip of the homeowner lots beside the sidewalks along English Station Road and beside the concrete drainage gutter along Margate Drive, (iii) on top of all perimeter berms within the English Station sub-division which have been constructed to help separate the sub-division from other neighboring areas and sub-divisions; (iv) within the driveway circle areas within the English Station sub-division. The Association shall be responsible for maintenance only, and shall not be responsible for the actual replacement of any lawn area, trees or shrubs except those located in the area defined in subparagraph (i) above.

All maintenance provided by the Association is subject to the following:

- A. In the event that the need for maintenance or repairs are 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 part of the assessment to which such lot is subject.
- B. The obligation of the Association shall be to arrange with independent contractors to provide the services enumerated above. In no event shall the Association, or any of its directors or officers be individually liable to any lot owner for any act or failure to act in regard to any of the Association's obligations hereunder. Each lot owner agrees to hold harmless the Association and its directors and officers and agrees that the lot owner's remedy shall be solely

against the contractor or sub-contractor undertaking to provide the services enumerated herein.

2. Pursuant to Article XI, Section 1 of the Declaration, this Second Amendment is signed by not less than 90 percent of the lot owners and by the duly authorized representative of the Association.

IN WITNESS WHEREOF, the parties hereto have caused the above Second Amendment to be executed as of the date above stated.

ENGLISH STATION HOMEOWNER'S
ASSOCIATION, INC.

By: Louise Agate
Louise Agate, President

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 25th day of October, 1995, before me personally came Louise Agate, to me personally known who, being by me duly sworn did depose and say that she resides in Monroe County, that she is the President of English Station Homeowner's Association, Inc., the corporation described in and which executed the above instrument, that she 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 she signed her name thereto by like order.

RICHARD B. CALLEN
Notary Public in the State of New York
MONROE COUNTY
Commission Expires April 30, 1996

Richard B. Callen
Notary Public

Ray N. Holmes

30 MARGATE DR.

Donald E. Agate

18 Margate Dr.

Luddy DeCarlo

19 Margate Dr.

Ann & John

36 Margate DR.

Bob & Shirley Sutcliffe

27 English Station Rd

Bob & Joan Mellor

21 English Station Rd.

W. R. ...

35 Margate Dr.

Eldon H Remy

40 Margate Dr.

Jackie & Harry Blackburn

42 Margate Dr.

Ann Celento

28 Margate Dr. 14616

Rose & Leena

41 Margate

Eddie D. Shannon

43 Margate Drive

Michael Astwood

24 ENGLISH STATION

Robert & Paula

38 Margate Drive

Pamela Farrow

23 Margate Dr.

Julius & Alice

8 Margate Dr.

Seneca Della Porta

28 English Sta Rd

Joseph + Ethel Mangione

33 Margate Dr.

Charles E. Schindler

34 MARGATE DR

Marie H. Carr

20 English Station Rd.

John D. Fleming Jr.

17 Margate Dr.

Summit B. Pappas

22 English Station

George Dandrea

26 English Station

Myrtle F. Johnson

29 Margate Dr.

Edna M. Perhaar

26 Margate Dr.

William D. Cannon

37 MARGATE DR

11 ENGLISH STATION RD.

11 MARGATE DR.

18 MARGATE DR.

9 - Margate Dr

31 Margate Drive

39 Margate Ln

32 Margate Dr.

15 MARGATE DR.

23 England St

11 English Station Rd.

C. Bramer

Frankie Eligale

Samuel & Deborah

Therese Thomas

B. J. Syracuse

Angela Velthe

Francis P. Conroy

John & Mary

ENGLISH STATION HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO BYLAWS

The Fifth Amendment to the Offering Plan for the English Station Homeowners Association, Inc., dated July 27, 1994, includes some amendments to the By-Laws of the Association. A complete copy of the original By-Laws is shown as Exhibit B, Section 1 of the Homeowners Handbook. The materials that follow identify the amendments that have been made to the By-Laws as a result of the Fifth Amendment referenced above. The portions of each section which have been affected by the amendments are underlined.

AMENDMENT TO ARTICLE VI - ARCHITECTURAL CONTROL

PAGE 12, FINAL SENTENCE - original sentence deleted and replaced with the following:

The Board of Directors will approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted.

AMENDMENTS TO SCHEDULE A, RULES AND REGULATIONS

PAGE 15, SECTION 2 - now reads:

No sign (except for security signs), advertisement, notice, or other lettering, including political endorsements or signs, shall be exhibited, inscribed, painted, or affixed by any Owner on any part of the outside or windows of any of the buildings without prior written consent of the Board of Directors. One exception is "For Sale" signs; these can be exhibited for a period of six months, after which they must be removed or written consent of the Board of Directors must be obtained for continued display.

PAGE 15, SECTION 4 - now reads:

No baby carriages, velocipedes, or bicycles shall be allowed to stand for extended periods of time on the sidewalks, entrances, driveways, or other Common Areas or on parts of the lots outside the buildings and patio areas. No automobiles or trucks shall be parked on the driveways (delete "in marked parking spaces") for extended periods of time, except temporarily when making deliveries to units immediately adjacent thereto.

PAGE 16, SECTION 5:

(Delete section 5).

PAGE 16, SECTION 6 - now reads:

No garbage cans, equipment or supplies of any kind, including (~~delete "firewood"~~) milk bottles or other articles shall be placed on the Common Areas or on parts of the lots outside the buildings and patio areas, nor shall anything be hung or placed in such manner that it is visible from outside. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung outside any windows or doors. Firewood, limited to one face cord (4 ft. high X 8 ft. long), can be stored neatly outside a building with written consent of the Board of Directors.

July 27, 1994

ENGLISH STATION HOMEOWNERS ASSOCIATION, INC.**AMENDMENTS TO BYLAWS**

At the Annual Homeowners' Meeting on November 7, 1996, the following Amendments to the By-Laws of the Homeowners Association were approved. The portions of each section which have been affected by the Amendments are underlined.

AMENDMENTS TO SCHEDULE A, RULES AND REGULATIONS:

PAGE 15, SECTION 4 - now reads (as previously amended on July 27, 1994):

No baby carriages, velocipedes, or bicycles shall be allowed to stand for extended periods of time on the sidewalks, entrances, driveways, or other Common Areas or on parts of the lots outside the buildings and patio areas. (Delete the following sentence: "No automobiles or trucks shall be parked on the driveways except temporarily when making deliveries to units immediately thereto.")

PAGE 17, SECTION 13 - now reads:

No boats, trailers, (delete "housecars, motorcycles, bicycles") or motor vehicles of any kind shall be parked on the premises except in the garages (delete "except that automobiles of visitors may be parked in the areas so designated"). Short-term visitors may park their vehicles in the homeowner's driveway and on the streets as necessary. Longer-term visitors, (e.g., a relative or other family member who returns to live with the homeowner for a period of time) may park their vehicle in the homeowner's driveway but not on the streets. Any exceptions to these regulations must be approved by the Board of Directors of the Homeowners Association.

PAGE 18, SECTION 21 is added, and reads:

No flags may be displayed within the English Station sub-division. The only exception is that the American Flag may be displayed, if attached to a homeowner's home or garage.

ENGLISH STATION HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO BYLAWS

At the Annual Homeowners' Meeting on November 5, 1997, the following Amendment to the By-Laws of the Homeowners Association was approved. The portion of the section which has been affected by the Amendment is underlined.

AMENDMENT TO ARTICLE III - BOARD OF DIRECTORS:

PAGE 4, SECTION B, TERM AND ELECTION - now reads:

At such time as the members become empowered to elect the Board of Directors they shall elect three (3) directors, the person receiving the highest number of votes serving three (3) years, the person receiving the next highest number of votes serving two (2) years, and the person receiving the next highest number of votes serving one (1) year. Thereafter at each annual meeting the Members shall elect one (1) director to serve for three (3) years. Members wishing to be nominated for election to the Board of Directors must inform the current Board members, in writing, at least one month prior to the annual meeting of Members.

ARTICLE V

COVENANT FOR ANNUAL OR SPECIAL ASSESMENT

Section 2. Purpose of Assessments.

(ii) All exterior maintenance and cleaning responsibilities (except the maintenance of landscaping and the maintenance of private roads and driveways) shall be the responsibilities of the respective Owners, provided, however that if an Owner shall fail to maintain and clean satisfactorily after fifteen (15) days notice from the Association, the Association may perform such maintenance and cleaning and charge the Owner for the expense thereof.

WHEREAS, the Board considers it to be necessary to impose fines for violations of rules, and
WHEREAS, the imposing of fines will apply to the following rules:

1. Declaration of Covenants, Conditions and Restrictions; Article VIII, item D, page 16 -- Nuisances
(refer to Exhibit A. Section 1)

2. By Laws, Schedule A, Rules & Regulations
(refer to Exhibit B. Section 1)

<u>RULE</u>	<u>PAGE</u>	
2	15	<u>Signs</u>
3	15	<u>Awnings, etc.</u>
6	16	<u>Garbage cans, etc.</u>
7	16	<u>Noises, etc.</u>
8	17	<u>Radio/TV antenna, etc.</u>
9	17	<u>Keeping of animals, etc.</u>
10	17	<u>Pets running free, etc.</u>
11	17	<u>Garbage, trash, etc.</u>
12	17	<u>Outside color change, etc.</u>
13	17	<u>No boats, trailers, etc.</u>
14	18	<u>Single family residences</u>
15	18	<u>Garage doors closed, etc.</u>
16	18	<u>Change in landscaping</u>
18	18	<u>Clotheslines, etc.</u>
19	18	<u>No permanent planting, etc.</u>
20	18	<u>No pens, fences, etc.</u>
21	18	<u>Only American flag, etc.</u>

Resolved, That the "Board" may impose fines for violation of the rules as follows:

The 1st. offense will be acted upon by a letter from "Management" asking the homeowner to correct the problem immediately. Should the homeowner refuse to correct the problem within 15 days, a second letter will announce a fine of \$20.00. If the homeowner refused to correct the problem, the fine would double each month (with interest). If violation is not corrected and/or fines are not paid after 60 days, then a lien procedure will commence.

Article VIII(G) of the Declaration of Covenants allows the Board of Directors to pass regulations concerning the use of properties. Article III(F)(5) of the Bylaws permits the Board of Directors to make regulations respecting the use of lots and units. Based upon this, the Board is directing the following:

Whereas, the Board of Directors has approved the following resolution for the English Station Homeowners association:

“Homeowners are prohibited from leasing, subletting, renting, or allowing occupancy of units for more than sixty (60) days to non-family members.”

ENGLISH STATION HOMEOWNERS ASSOCIATION, INC.**AMENDMENTS TO BYLAWS**

At the Annual Homeowners' Meeting on November 10, 2010, the following Amendment to the By-Laws of the Homeowners Association was approved. The portion of the section which has been affected by the Amendment is underlined.

AMENDMENT TO SCHEDULE A, RULES AND REGULATIONS"

PAGE 17, SECTION 13 – now reads:

No boats, trailers, or motor vehicles of any kind shall be parked on the premises except in the garages. Short term visitors may park their vehicles in the homeowners driveway and on the streets as necessary. Longer-term visitors (e.g. a relative or other family member who returns to live with the homeowner for a period not to exceed 6 months) may park their vehicle in the driveway but not the street. Any exceptions to these regulations must be approved by the Board of Directors of the Homeowners Association.

