

OFFERING PLAN

For Sale of Condominium Units
Known As

THE PHOENIX CONDOMINIUM



PREMISES:

1430 East Avenue
City of Rochester
County of Monroe
State of New York

AMOUNT OF OFFERING:

\$628,000.00

NUMBER OF UNITS:

9

**SPONSOR AND
SELLING AGENT:**

LOWELL COLVIN, INC.
747 East Avenue
City of Rochester
State of New York

THE APPROXIMATE DATE OF THE FIRST OFFERING TO THE PUBLIC IS MAY 1, 1977.

THE INITIAL EFFECTIVE PERIOD OF THIS OFFERING PLAN WILL BE FROM MAY 1, 1977 THROUGH NOVEMBER 30, 1977.

DURING THE INITIAL EFFECTIVE PERIOD OF THIS OFFERING THE PRICES FOR THESE CONDOMINIUM INTERESTS MAY NOT BE INCREASED EXCEPT BY A DULY FILED AMENDMENT. THE PRICES FOR THESE CONDOMINIUM INTERESTS MAY BE CHANGED, HOWEVER, AND PURCHASERS MAY PAY DIFFERENT PRICES FOR SIMILAR INTERESTS. THE EFFECT OF THIS IS SET FORTH AT PAGES 13 and 14.

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

THIS PLAN HAS BEEN AMENDED: SEE ~~INSIDE COVER~~ ATTACHMENTS (1-4)

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I INTRODUCTION

LOWELL COLVIN, INC., a New York corporation ("Sponsor"), is the owner of .87 acres of land located at 1430 East Avenue, Rochester, Monroe County, New York, having acquired title thereto on October 29, 1976. The property is improved by an existing two-story mansion and a two-story detached carriage house. By this offering plan Sponsor intends to submit the property to Article 9-B of the Real Property Law of the State of New York and to offer for sale seven residential and two office units after remodeling the two existing buildings on the property as part of a condominium to be known as "The Phoenix Condominium". The land and all improvements thereon are hereinafter referred to as the "Condominium." A PROSPECTIVE PURCHASER SHOULD CONSULT WITH HIS ATTORNEY OR FINANCIAL ADVISOR BEFORE PURCHASING AND PROVIDE HIM WITH A COPY OF THIS PLAN.

II FEATURES OF CONDOMINIUM OWNERSHIP

As in ownership of a private residence, the purchaser of a condominium unit owns his unit in fee simple absolute and is entitled to the exclusive possession thereof.

The unit owners will own in common all the land and improvements outside the units, including the restricted

common elements described immediately hereafter, together with all exterior walls, interior load-bearing walls and roofs. Repairs and maintenance of common elements shall constitute a common expense.

There shall be restricted common elements devoted to the exclusive use of the particular unit or units to which they appertain. Such restricted common elements shall consist of:

1. The car port immediately adjacent to residential unit 2 (1404 East Avenue), which is restricted to residential unit 2.

2. The storage facilities in the basement laundry room which are restricted to residential units 1, 2 and 3 (1402, 1404 and 1406 East Avenue, respectively).

The duties and cost of maintenance of restricted common elements shall be the responsibility of the individual unit owner enjoying the exclusive use thereof, subject to the general oversight of the Board of Managers.

There is access to the Condominium from East Avenue over two existing driveways. Residential units 1-7 (1402-1414 East Avenue) shall have the exclusive right to use nine assigned parking spaces. The two office units shall have the right to use a total of eight unassigned parking spaces. No owner, tenant or occupant of the two

office units nor any employee, customer or other person using the same shall use any of the nine parking spaces assigned to the residential units of the Condominium. The owners of the residential units and their relatives, guests, visitors and invitees shall, however, have the privilege of using the office parking space during non-office hours only on a first come, first serve basis.

Real estate taxes will be assessed against each unit separately. No unit owner shall be liable for the payment of real estate taxes on any other unit. Sponsor shall be responsible for payment of real estate taxes on any unsold units. As in the ownership of a private residence, a condominium unit owner is presently entitled to claim deductions for Federal and New York State income tax purposes to the extent of his payments for real estate taxes and interest on any mortgage covering the unit. Each unit owner shall pay his own gas and electric charges.

Each unit owner is free to sell or lease his unit to whomever he desires, subject to a right of first refusal in the Board of Management of the Condominium as set forth in Article VI of the Declaration.

Mortgage financing may be obtained by a purchaser of a unit upon the terms and conditions set forth on page 26 of this Offering Plan.

III DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Location and Zoning

Condominium comprises Lot 1 of the "Phoenix Subdivision", as more particularly shown on a subdivision map thereof, dated December 13, 1976 and revised January 7, 1977, and January 18, 1977, a copy of which is attached hereto as Exhibit B(1). A legal description of the property is set forth in Schedule "A" attached to the Declaration.

The Condominium is located in an area zoned as a preservation and historical district ("H-4 District"). The H-4 District permits multiple residences and professional, medical and dental offices as of right. A Certificate of Zoning Compliance issued by the Director of Zoning of the City of Rochester and a letter from the Secretary to the City Planning Commission confirming subdivision approval are attached hereto as Exhibits T(1) and T(2).

Improvements - General Description

The property is improved by a two-story mansion (the "Main Building") with landscaped terraces and a detached carriage house (the "Carriage House"). Originally constructed in 1916 as a single family residence, the two buildings were used from 1948 to 1971 as an educational

institution for children. Since 1971 the Main Building has been unoccupied. The Carriage House is also unoccupied and has been unoccupied since January 1977.

It is Sponsor's intention to remodel both Condominium buildings. The Main Building will contain a total of eight units: three residential units on the first floor, three residential units on the second floor and two office units in the basement. The two office units are limited by applicable zoning ordinances to the following uses: (1) business and professional offices; (2) studios for artists, craftsmen, photographers, composers, writers and the like; and (3) medical and dental offices. A separate entrance shall be provided for the office units. The Carriage House will contain one residential unit.

In general all units will consist of their interior area. The common elements, including the restricted common elements, will consist of all other parts of the Condominium. A more detailed description of the units and the common elements is contained in Article IV of the Declaration.

Floor plans showing the layout, locations and approximate dimensions of the units are attached hereto as Exhibit H(1). These plans have been filed with and approved by the Department of Buildings and Property Conservation of

the City of Rochester. A three dimensional view of representative units on the first and second floor of the Main Building is attached hereto as Exhibit H(2).

Sponsor's Statement of Building Condition

A copy of a report on the structural aspects of the Condominium buildings prepared in consultation with Joseph R. Hampson, Licensed Architect, is annexed hereto as Exhibit D(1). It contains a detailed summary of the structural data relating to the two buildings and of the materials used in the original construction thereof. The report also sets forth remodeling specifications and data on the heating, electrical, plumbing and sewer systems which will service the Condominium.

Unit Description

A detailed summary of the structural data and remodeling specifications for two representative units, together with data on appliances to be installed and the electrical, plumbing and heating systems is attached hereto as Exhibit D(2).

Recreational Facilities

No recreational facilities have been planned. If such facilities are hereafter constructed, the cost thereof shall be apportioned among the unit owners, who will also be required to pay the maintenance costs thereof as part of their common expense.

Easements

There are easements of record over the Condominium for the following utility services:

1. Easement to erect and maintain poles and wires granted to Rochester Railway and Light Company and recorded in the office of the Clerk of the County of Monroe on August 24, 1912, in Liber 897 of Deeds, at p. 388. Part of this easement is located along the rear or northern lot line of the Condominium, and part along the eastern lot line.

2. Easement to lay and maintain conduits and to erect and maintain poles and wires granted to Rochester Railway and Light Company, New York Telephone Company and Rochester Telephone Company and recorded in the Office of the Clerk of the County of Monroe on February 14, 1916 in Liber 981 of Deeds, at page 384. The easement for conduits grants the right to lay four 3 inch conduits along the east boundary line of the Condominium, from East Avenue to a point 300 feet north of East Avenue. The easement for poles and wires grants the right to lay and maintain poles (with wires) along the east boundary line of the Condominium at a point

300 feet and 400 feet north of the northerly line of East Avenue.

3. Easement to erect and maintain one pole, wires and appurtenances used or adopted for the transmission of electric current, including guy wires, granted to Rochester Gas and Electric Corporation on March 1, 1977 and recorded in the office of the Clerk of the County of Monroe on March 30, 1977 in Liber 5193, page 296. This easement and the pole is located at the northeast corner of the premises.

The Condominium will be declared effective subject to the following two non-exclusive easements for access and driveway purposes and utility services which will be reserved by Sponsor for the benefit of Lot 2 of the Phoenix Subdivision:

1. A 15-foot wide non-exclusive easement for access and driveway purposes and utility services as more particularly described in Schedule "A" attached to the Declaration.

2. A 30-foot wide non-exclusive easement for access and driveway purposes and utility services as more particularly described in Schedule "A" attached to the Declaration.

Each unit owner shall be given a non-exclusive easement in common with other unit owners over Lot 2 of the Phoenix Subdivision for access purposes, together with exclusive parking rights, as more particularly described in Schedule "A" attached to the Declaration. The duties and cost of maintaining such access, driveway and parking area shall be borne by the unit owners as a common expense.

Each unit owner shall also be given a non-exclusive easement in common with other unit owners for the purpose of using all pipes, ducts, cables, wires, conduits or other common elements located in other units and servicing his unit. In addition, each unit owner shall have an easement for the continuance of any encroachment by his unit on any adjoining unit or on any common element now existing or which may come into existence hereafter, so that any such encroachment may remain undisturbed so long as the Condominium buildings stand.

Sponsor's Future Development

Sponsor presently intends, but is not obligated, to create a new condominium development and construct additional single family residential condominium units on Lot 2 of the Phoenix Subdivision. In the event such development occurs, the owners of units on Lot 2 shall have the benefit of the access and utility easements reserved by the Sponsor herein over Lot 1, the Condominium. Similarly, if needed, the owners of units in the Condominium shall be given easements for access and utility purposes over Lot 2. The duties and cost of maintenance of any joint facilities for access and utility purposes will be shared between the owners of units in the Condominium and owners of units on

Lot 2 pursuant to an equitable agreement to be executed if and when Lot 2 is developed by Sponsor. Such an agreement in behalf of the Condominium would be subject to the approval of the Board of Managers of the Condominium.

Allocation of Common Interest

Each unit owner shall have the following undivided interest in the common elements which shall serve as the basis for his share of the common charges:

<u>Residential</u> <u>Unit</u>	<u>Address</u>	<u>Floor Area</u> <u>in sq. feet</u>	<u>Interest</u>
1	1402 East Avenue	1575	12.98%
2	1404 East Avenue	1050	8.65%
3	1406 East Avenue	1150	9.48%
4	1408 East Avenue	1450	11.95%
5	1410 East Avenue	1100	9.07%
6	1412 East Avenue	1550	12.78%
7	1414 East Avenue	1656	13.65%

<u>Office</u> <u>Unit</u>	<u>Address</u>	<u>Floor Area</u> <u>in sq. feet</u>	<u>Interest</u>
1	1416 East Avenue	1300	10.72%
2	1418 East Avenue	1300	10.72%

The percentage interest of each unit in the common elements has been determined upon the basis of the approximate proportion of the floor area of the unit to the aggregate floor area of all units.

IV SURROUNDING AREA AND FACILITIES

Zoning

The Historical District Zone (H-4) in which the Condominium is located permits the following uses as of right: single-family detached dwellings, semi-detached dwellings, two-family dwellings, attached dwellings, multiple-family dwellings and adaptive uses in existing buildings, including business, medical, dental and professional offices and studios for artists, writers, craftsmen, composers and the like. The neighborhood surrounding the Condominium consists predominantly of multiple dwellings and large mansions converted into offices and apartment units.

Municipal Services

The Greater Rochester Regional Transit Authority provides regular bus service to the center of the City of Rochester along East Avenue. Additional bus service is provided along Park Avenue (one block to the south of the premises) and along University Avenue (one block to the north of the premises). A bus stop is located on East Avenue immediately in front of the Condominium. The downtown business, commercial and shopping area of the City of Rochester is approximately three miles west of the premises.

and is accessible by means of both private and public transportation. Fire and police protection and water and refuse disposal services are provided by the City of Rochester. The Rochester Pure Waters District services existing storm and sanitary sewers in and along East Avenue.

Shopping Centers

Several shopping areas, supermarkets and grocery stores are located within a distance of less than one mile from the premises. The prime boutique district of the City of Rochester is located approximately one and one-half miles west of the Condominium.

Cultural and Public Facilities

The Condominium is located near the cultural center of the City of Rochester. Within a distance of three miles or less there are several museums and cultural facilities, including the Eastman Theater with regular performances by the Rochester Philharmonic Orchestra, George Eastman House and the Museum of International Photography, Dryden Theatre (film series sponsored by George Eastman House), Rochester Museum & Science Center, Memorial Art Gallery, The Oxford Art Gallery, and Strasenburgh Planetarium. Public parks, including Manhattan Square Park,

Cobbs Hill Park and Ellison County Park, exist within a radius of three to five miles.

Medical, Educational, Religious and Recreational Facilities

One elementary school and two high schools are located within two miles or less from the Condominium. Genesee Hospital, Highland Hospital and Strong Memorial Hospital (which is the medical school and teaching hospital of the University of Rochester) are all within a five mile radius of the Condominium. There are houses of worship for all major religious denominations along East Avenue within walking distance from the Condominium. Recreational facilities in the form of private athletic clubs, a tennis and squash club and bowling lanes are situated within less than two miles of the premises.

V SPONSOR'S OBLIGATIONS

Change in Price, Layout and Substitution of Materials

The Condominium will contain seven two-bedroom residential units and two office units, priced as follows:

Residential	Unit 1	1402 East Avenue	\$75,000.00
Residential	Unit 2	1404 East Avenue	\$60,000.00
Residential	Unit 3	1406 East Avenue	\$70,000.00
Residential	Unit 4	1408 East Avenue	\$75,000.00
Residential	Unit 5	1410 East Avenue	\$65,000.00
Residential	Unit 6	1412 East Avenue	\$75,000.00
Residential	Unit 7	1414 East Avenue	\$88,000.00
Office	Unit 1	1416 East Avenue	\$60,000.00
Office	Unit 2	1418 East Avenue	\$60,000.00

These prices are set by Sponsor and they are subject to change since it is anticipated that some prospective purchasers may wish to alter the interior layout and design of their units. Sponsor will be flexible in permitting such alterations and reserves the right in its discretion to make the alterations either free of any additional cost to a particular purchaser or at such costs as shall be agreed upon in writing between Sponsor and each purchaser. Purchasers may therefore pay different prices for similar interests. However, during the initial effective period of this Offering Plan, the prices listed above for the units may not be increased except by a duly filed amendment to the Offering Plan if the units are completed in accordance with the plans and specifications and without the purchasers having requested any alterations in the interior layout and design.

To meet the individual requirements of prospective purchasers, Sponsor reserves the right to substitute for any of the materials or appliances set forth in Exhibits D(1) and D(2) hereto, other materials or appliances of equal or superior quality.

Each unit owner's share of the common elements will consist of his undivided percentage interest therein as previously set forth on page 10 hereof.

Recordation and Delivery of Documents - Effective Date of Offering Plan

Sponsor shall cause the Declaration and the Exhibits thereto, including the By-Laws and the Rules and Regulations of the Condominium, to be recorded in the Office of the Clerk of Monroe County, New York. The floor plans for the units (the "Plans"), which are attached to the Declaration as Schedule "B", shall be filed in the Office of the Clerk of Monroe County. All deeds conveying title to a unit and all mortgages placed on the Condominium by Sponsor or on any individual unit by the unit's owner will be in recordable form.

This Offering Plan shall become effective and the Condominium declared operative upon the recording of the Declaration and the Exhibits thereto and the filing of the

Plans, which shall occur when purchase agreements for the sale of at least five units have been executed. If the requisite number of purchase agreements have not been executed on or before November 30, 1977, Sponsor may declare the plan abandoned, in which event Sponsor shall return all moneys and deposits received under any executed purchase agreements.

At least 72 hours prior to the execution of any purchase agreement, Sponsor will deliver to the prospective purchaser copies of this Offering Plan, the Declaration and the Exhibits and schedules thereto and the form of purchase agreement.

Obligations of the Sponsor

No bond or other security has been furnished to secure performance of the following obligations of Sponsor:

1. Sponsor will be obligated to pay off and otherwise comply with the terms of any building loan mortgage or other interim financing which Sponsor may obtain in connection with the remodeling of the Condominium Buildings.

2. Until title to all of the units has been conveyed to purchasers, Sponsor will pay such common charges as are assessed by the Board of Managers or by Sponsor on the unsold units.

3. Sponsor will obtain a Certificate of Occupancy for each unit before the closing of title to that unit, and will, at its own cost, perform any work and supply any materials necessary to obtain the same.

4. Sponsor will pay all contractors, subcontractors and materialmen and all others involved in the remodeling of the Condominium for work performed and fixtures, materials and equipment supplied or installed therein. In the event of the filing of mechanics' liens arising out of work performed by Sponsor or the furnishing or installation of fixtures or equipment, Sponsor shall promptly cause the same to be paid and satisfied of record or bonded and discharged of record.

5. Sponsor will diligently, expeditiously and at its own cost, complete the remodeling of the Condominium substantially in accordance with the plans and specifications set forth in the Condominium Documents and the schedules attached thereto and will diligently perform all of its obligations set forth in this Offering Plan.

6. Sponsor agrees to repair, correct or replace, at Sponsor's sole cost and expense, any defects in materials used or workmanship performed by Sponsor in connection with the remodeling of each unit which develop and are reported to Sponsor within six (6) months of the

closing or title to such unit. Sponsor further agrees to repair, correct or replace, at Sponsor's sole cost and expense, any defects in materials used or workmanship performed by Sponsor in connection with the remodeling of the common elements which may develop and are reported to Sponsor within six months after the effective date of this Offering Plan or upon transfer of control of the Board of Management to the unit owners, whichever occurs first.

7. Until the earlier of (a) 11 months after the transfer of control of the Board of Managers to the unit owners, or (b) 11 months after the closing of title to the last unit in the Condominium, Sponsor will not voluntarily assign, transfer or sell its interest in the real property which is the subject of this offering, except in accordance with the Offering Plan, and the principal of the Sponsoring corporation will not voluntarily reduce by more than 49% his ownership of stock or his voting rights therein or make any distribution of the assets thereof except for the payment of any expenses (including salaries, fees and other expenses) and repayment or reduction of the obligations of Sponsor pertaining directly or indirectly to this offering.

8. Sponsor will, where obtained, deliver to the Board of Managers all manufacturers' warranties and subcontractors' warranties covering the heating, electrical and

plumbing systems and any roofing work and any warranties relating to appliances purchased and installed by Sponsor. The terms and duration of said warranties shall be as prescribed by the respective manufacturer and/or subcontractor and Sponsor will undertake no responsibility or obligation with respect to such warranties and the items, work or material covered thereby other than to deliver the warranties, where obtained, to the Board of Managers.

9. Sponsor will deliver to the Board of Managers a complete set of "as built" plans approved by Sponsor's architect.

Sponsor may be liquidated at any time after completion of the Condominium and may distribute any of its assets at any time thereafter, provided that the principal of Sponsor delivers to the Board of Managers a bond in the amount of \$50,000.00 from a surety company licensed to do business in the State of New York, for the purpose of securing the obligations of Sponsor, which bond shall terminate (a) 11 months after the closing of title to the last unit in the Condominium, or (b) 11 months after the transfer of control of the Board of Managers to the unit owners, whichever first occurs.

This paragraph shall in no way be deemed as a limitation of any of Sponsor's obligations or any of the

rights and remedies of the unit owners pursuant to law.

At the time of the conveyance of each unit to a purchaser, Sponsor will furnish and pay for an abstract of title, guaranteed tax and federal court searches redated to time of transfer and New York State transfer tax stamps.

Unsold Units

Sponsor reserves the right to rent units and to maintain a model unit for sales purposes.

Control by Sponsor

For so long as Sponsor owns five or more units a majority of the Board of Managers shall be selected by Sponsor and such members as may be selected by Sponsor need not be residents in the Condominium. Upon closing of title to the fifth unit control of the Board of Managers shall be transferred to the unit owners.

Financing

Each purchaser has the responsibility of obtaining his own financing for the purchase of his unit and Sponsor makes no representation regarding the terms, conditions, or availability of such financing.

Sponsor has obtained a construction loan from

Lincoln First Bank of Rochester and this loan is secured by a mortgage on the premises. At such time as the Condominium is declared effective this construction loan will be subordinated to the Declaration of the Condominium. Each unit will be released from the Lien of the mortgage at or prior to closing.

VI SALE OF UNITS

Purchase Agreement

The form of purchase agreement for sale of units in the Condominium is annexed hereto as Exhibit I.

Trust Funds

Sponsor will hold all downpayments, deposits and other monies received by it from a purchaser of a particular unit in trust, in a special account entitled "Phoenix Condominium" at Lincoln First Bank of Rochester until actually employed in connection with the "consummation of the transaction". "Consummation of the transaction" as used herein shall mean transfer of title and delivery of the deed to a unit purchaser. No downpayments, deposits or other monies received by Sponsor from a purchaser of a unit will be used in the remodeling of such unit but will be held in said escrow account until consummation of the transaction. In

the event that (a) this Offering Plan is abandoned or withdrawn for any reason, (b) title to the unit cannot be acquired by the purchaser in accordance with his contract for reasons other than a willful default by such purchaser, or (c) this Offering Plan has not been declared effective during its initial offering period for any reason whatsoever, all of such downpayments, deposits and other monies shall be returned to the purchasers, without interest.

In the event that (a) a purchase agreement is cancelled by mutual consent, (b) Sponsor cannot convey title to the units as set forth in the purchase agreements, or (c) Sponsor defaults under the purchase agreement, all downpayments, deposits and other monies paid by the purchaser shall be refunded to him, without interest. Amounts paid by the purchasers will be handled in accordance with the provisions of Section 352(h) of the New York General Business Law.

If a purchaser fails to perform his obligations under the terms of the purchase agreement, the downpayments, deposits and other monies paid pursuant to the purchase agreement shall be forfeited by such purchaser and released from the trust fund to Sponsor.

Closing of Title to Units

Closing of title to each unit shall take place within 10 days after Sponsor gives the purchaser written notice that his unit has been completed and the Condominium has been declared effective. Pursuant to the terms of the purchase agreement attached hereto as Exhibit I, Sponsor will covenant with each purchaser that his respective unit shall be completed within either sixty days after the Condominium has been declared effective, or sixty days after the execution of his respective purchase agreement, whichever occurs last.

Sponsor will convey the designated unit to the purchaser by warranty deed with lien covenant in the form attached hereto as Exhibit J. A fee title insurance policy issued by Monroe Abstract and Title Corporation, insuring the interest of the purchaser, shall be made available to and may be purchased at the closing of title at the purchaser's expense.

Before the closing of title to a unit, a Certificate of Occupancy will be issued for the unit and furnished to the unit owner.

Common Charges and First Year Operational Expenses

Estimated monthly carrying charges for the first year of operation of the Condominium and the projected per unit assessment by the City of Rochester for real estate tax purposes are set forth as Exhibit C(1) and C(2) hereto, respectively. Estimated common charges, a Letter of Adequacy of such charges and a letter on sewer charges from Rochester Pure Waters District are attached hereto as Exhibit E(1), E(2) and E(3), respectively.

Estimated Closing Costs

The estimated closing costs per unit are set forth in Exhibit S attached hereto.

Operating Figures for Previous Years

There are no figures available regarding the operating costs of the Main Building and the Carriage House during previous years and there exists no basis upon which such figures could be estimated.

VII OBLIGATIONS OF UNIT OWNERS

Common Charges - Assessment and Collection

Each unit owner shall be liable for a share of the common charges corresponding to his percentage interest in the common elements as set forth on pages 9 and 10 hereof and in Article II of the Declaration. Water and sewage charges and fire, and extended coverage, malicious mischief, vandalism and public liability insurance are included as part of the common charges. Fire insurance with extended coverage for the unit owner's personal effects and liability insurance for accidents and other occurrences within his unit may be purchased separately. Assessments for common charges shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding the year for which the assessments are made. The amount of such assessments and the method of payment are set forth in Article XI of the Declaration. The Board of Managers shall have a lien on each unit and all appurtenances thereto for the unpaid assessments thereof, together with interest thereon, prior to all other liens except real estate taxes and first mortgages of record. The method of creating such a lien and other pertinent details are set forth in Article XI, sections H-K, of the Declaration.

9 Sale or Lease of Units

The sale, conveyance, lease or mortgage of units is governed by Article VI of the Declaration. With respect to a sale or lease, the Board of Managers and other unit owners have a right of first refusal to be exercised in accordance with the procedures specified in the Declaration.

Mortgage of Units by Unit Owners

If a unit owner desires to finance the purchase of his unit by obtaining a mortgage loan, such mortgage loan may be obtained only from a bank, life insurance company or federal or state savings and loan association (hereinafter collectively referred to as "Lending Institution"). The unit owner himself shall negotiate any such financing with a Lending Institution of his choice since Sponsor will not apply for a commitment for permanent mortgage financing on individual units. The unit owner may mortgage his unit at any time after he acquires it in whatever amount and under whatever terms he can obtain, provided that the mortgage shall only be a first mortgage and the mortgage shall be obtained from a Lending Institution unless the owner first obtains the approval for other sources of financing from the Board of Managers. No unit or any personal property therein shall be subject to the lien of a mortgage on any other unit.

Repairs, Alterations and Improvements to Units

The unit owner shall maintain, repair and replace, at his expense, all portions of his unit including, but not limited to, floors, walls, ceilings, plumbing, wiring, heating units, appliances and all other required maintenance work on the entire unit area apart from common elements. The unit owner shall also be responsible for the maintenance of the restricted common elements appurtenant to his unit.

If any portion of the two structures containing the nine units is damaged, the damaged portion shall be reconstructed or repaired unless the Declaration is terminated at a duly called meeting of the Board of Managers. The exact procedure for effecting such reconstruction or repair is set forth in Article IX of the Declaration.

Condemnation

In the event that an action in eminent domain is brought to condemn all or any portion of the common elements within the Condominium, exclusive of restricted common elements, the award made for such taking shall be payable as follows:

- (1) If the award is for the acquisition of the entire Condominium, the amount payable shall be paid to

the Board of Managers, as trustee, for distribution to the unit owners, each in proportion to his percentage interest, subject to (a) the rights of mortgagees holding mortgages covering each such owner's unit and (b) all unpaid regular and/or special assessments of such owner together with any interest charges or fees attributable thereto.

(2) If the award is for the acquisition of only a part of the Condominium and is less than \$10,000.00, the entire amount thereof shall be payable to the Board of Managers, as trustee, subject to the rights of mortgagees holding mortgages on units within the Condominium, and such amount, together with any interest earned thereon, shall be held by the Board of Managers to reduce the common expense for the next succeeding fiscal year.

(3) If the award is for the acquisition of only a part of the Condominium and is in excess of \$10,000.00, it shall be distributed to the unit owners, each in proportion to his percentage interest, subject to (a) the rights of mortgagees holding mortgages covering such owner's unit, and (b) all unpaid regular and/or special assessments of such owner together with any interest charges or fees attributable thereto.

Real Estate Taxes

The real estate tax rates for the City of Rochester are based upon the city and school district and consist of different assessments, as follows:

<u>Tax</u>	<u>Per Mille Rate</u>	<u>Year</u>	<u>Assessment</u>
State and County Tax	27.75	1975	\$54,000.00
City and School Tax	112.40	1975/76	54,000.00
State and County Tax	26.94	1976	54,000.00
City and School Tax	122.69	1976/77	54,000.00
State and County Tax	31.66	1977	54,000.00
City and School Tax	133.92 (Sponsor's est.)	1977/78	54,000.00

Rate Based upon
Front Footage on
East Avenue

Year

Special Assessments:

1. Local Improvement: 1.91 1974
("Embellishment 2.70 1975-June 1976
Charges")
2. Water:
(a) \$.78 per 1,000 gallons consumed
(b) \$1.00 per month charge for water meter

3. Pure Waters:

(Sewage Disposal)

(a) Sanitary Sewage Charge:
 .466 per 100 cubic feet
 of water consumed

(b) Combined Sewage Charge:
 \$6.40 per \$1,000.00 of
 assessed valuation

Assessments for 1978-79

The City of Rochester has given the following
projected per unit assessment for the fiscal year 1978/79:

Residential Unit - 1	1402 East Avenue	\$16,000.00
2	1404 East Avenue	13,000.00
3	1406 East Avenue	15,000.00
4	1408 East Avenue	16,000.00
5	1410 East Avenue	14,000.00
6	1412 East Avenue	16,000.00
7	1414 East Avenue	18,000.00
Office Unit - 1	1416 East Avenue	13,000.00
2	1418 East Avenue	13,000.00

A letter to this effect is attached hereto as
Exhibit C(2).

Income Tax Opinion

The attorneys for Sponsor have rendered an opinion
to the effect that each unit in the Condominium will be
taxed separately for real estate tax purposes and that each
unit owner in the Condominium will be entitled under present

law to claim a deduction for Federal and New York State income tax purposes to the extent of the real estate taxes assessed against his unit and paid by him and the amount of interest paid by him on any mortgage indebtedness covering such unit. This opinion is attached hereto as Exhibit Q.

Compliance with the Condominium Documents

Each unit owner shall be governed by and comply with the terms of the Condominium Documents which shall consist of the Declaration, the By-Laws and the Rules and Regulations of the Condominium. The By-Laws and the Rules and Regulations are attached hereto as Exhibits 0(1) and 0(2), respectively.

Indemnification

As set forth in the Declaration, Article XIII, Section B, in the event any personal injury or property damage is sustained by any person while physically within or on a unit or any balcony attached thereto and such injury or damage shall result in a claim or suit against any other owner or against the Board of Managers, any of its officers, agents or employees, the owner of such unit or balcony within which such injury or damage occurred shall (1) indemnify and hold harmless such other owner and/or the

Board of Managers and any of its officers, agents or employees against whom such claim or suit is brought and (2) defend, at his own cost and expense, any litigation resulting therefrom in which such other owner and/or the Board of Managers or any of its officers, agents or employees has been made a party; provided that no such obligation shall exist with respect to such other owner or person whose negligence or willful misconduct caused or contributed to the cause of any such injury or damage.

VIII MANAGEMENT AND OPERATION OF THE CONDOMINIUM

Board of Managers

The Condominium shall be governed by the Board of Managers consisting of not less than three nor more than nine persons elected in the manner prescribed in the By-Laws, provided that the owners of the office units shall at all times have the right to be represented by at least one Manager on the Board. The Board shall have all of the powers and perform all of the duties set forth in the Declaration and By-Laws of the Condominium and all powers and duties permitted the governing body of a condominium under the Condominium Act.

At the time of closing, each new unit owner shall grant to the persons who shall from time to time constitute

the Board of Managers an irrevocable power of attorney authorizing the Board of Managers to perform all the functions set forth in the Declaration and By-Laws and all other functions necessary for the effective operation and management of the Condominium. This power of attorney shall be in the form attached hereto as Exhibit K.

Determinations By The Board of Managers

Generally the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. However, (a) any determinations which affects only the residential units shall be made at a meeting at which a quorum of all managers, office and residential, are present by a majority of those managers elected by the residential unit owners; and (b) any determinations which affects only the office units, including but not limited to office operation, office hours and office parking during office hours, shall be made at a meeting at which a quorum of all managers, office and residential, are present by a majority of those managers elected by the office unit owners.

Management and Other Contracts

No management contracts, rental agency agreements, or other contracts are planned. The management of the Condominium will be undertaken by representatives of all nine unit owners, as the Board of Managers. Sponsor expects that all nine units will be sold.

Repairs, Alterations and Improvements to Common Elements

Maintenance, repair, management and operation of the common elements shall be the responsibility of the Board of Managers. No alterations or improvements affecting any common elements within or without a dwelling unit, other than normal maintenance, shall be made without first obtaining the approval of the Board of Managers. The costs of any alterations or improvements shall be assessed as common expenses, provided that the cost of maintenance for any restricted common element shall be borne by the owner of the unit enjoying the exclusive use and enjoyment of such restricted common element.

Right of Entry

The Board of Managers or any one or more qualified persons designated by the Board of Managers, shall have the right and authority to enter upon and within any unit, in

the presence of the owner thereof or otherwise, for the purpose of (1) making emergency repairs therein, (2) performing necessary maintenance or repairs to portions of the common elements, (3) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such unit, or (4) for any other purpose reasonably related to the performance by the Board of Managers of its responsibilities under the terms of the Declaration as the same may from time to time be amended or modified. Such right of entry shall be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the possession, use and/or enjoyment of the owner or occupant of the unit and shall be preceded by reasonable notice to the owner or occupant thereof wherever the circumstances permit.

Insurance

All insurance policies covering the Condominium, except builder's risk or other insurance in effect during the remodeling of the units, shall be purchased by the Board of Managers for the benefit of the unit owners and their respective mortgagees. The type of insurance to be purchased, the specific protection to be afforded thereby, the amount of coverage and other pertinent information relating thereto are set forth in Article VIII of the Declaration.

The cost of all insurance and the fees and expenses in connection therewith shall be paid by the Board of Managers and shall constitute a common charge. Proposed premiums for the first year of operation of the Condominium are set forth in a letter from the Wolcott Insurance Agency attached hereto as Exhibit F.

Unit owners are permitted to carry additional insurance for their own benefit at their own expense, provided such policies contain waivers of subrogation, and provided that such policies shall not in any way affect or diminish the insurance procured by the Board of Managers.

Units Acquired By Board of Managers

If the Board of Managers acquires a unit pursuant to Article VI of the Declaration or by any other means, it shall attempt to sell or lease the unit as promptly as possible on terms adjudged by the Board of Managers to be in compliance with the Condominium Documents and in the best interest of all other unit owners.

Liability of Board of Managers and Unit Owners

In order to limit the liability of the unit owners and the members of the Board of Managers, any contract or other commitment made by the Board of Managers shall state

that it is made by the Board of Managers, only as agent for the unit owners, and that the members of the Board of Managers shall have no personal liability on any contract or commitment (except as unit owners) and that the liability of any unit owners on any such contract or commitment shall be limited to such proportionate share of the total liability as the common interest of each unit owner bears to the aggregate common interest of all unit owners.

All liability insurance policies shall contain cross-liability endorsements to cover liabilities of the unit owners as a group (Board of Managers) to an individual unit owner, and cross-liability endorsements to cover liabilities of an individual unit owner to the unit owners as a group (Board of Managers).

A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not covered by the insurance policies carried by the Condominium.

Termination of the Condominium

The Condominium shall be terminated, voluntarily or involuntarily, only in accordance with Article XV of the Declaration.

Reports to Unit Owners

An audit of the accounts of the Condominium, including a statement of receipts and expenditures, shall be made annually at the end of each fiscal year by a certified public accountant selected by the Board of Managers and a copy of the report, including the statement of receipts and expenditures, shall be furnished to each unit owner.

IX GENERAL INFORMATION

Sponsor

Sponsor was incorporated in 1969. Its President is Lowell Colvin, and he is also its sole stockholder and Director. Lowell Colvin has previously rehabilitated and remodeled several large mansions similar to the Condominium. Specific projects include: 737 East Avenue (10 unit four-story brick structure built in 1881), 747 East Avenue (five unit brick structure built in 1912), 757 East Avenue (seven unit brick structure built in 1883), and carriage houses adjoining 747 and 757 East Avenue. All of the above mansions are located within one and a half miles west of the Condominium along East Avenue and are currently leased as luxury apartments. They include three professional offices which have been successfully combined and integrated into the apartment structure.

The entire Condominium will be constructed by Sponsor.

Pending Litigation

There are no law suits or other legal proceedings pending which could materially affect this Offering Plan, the purchasers of units, the Condominium or the operation thereof.

Sponsors Profit

Sponsor acquired the Condominium Property on October 26, 1976.

If all units of the Condominium are sold at the prices set forth on page 14 of the Offering Plan within the time contemplated at the presentation date of this Plan, Sponsor's profit from the sale of such Condominium units may be approximately \$80,000.00, computed before payment of taxes but after deducting the Sponsor's expenses in connection with the acquisition, remodeling and carrying charges incurred with respect to the property, the presentation of this Plan and the closing of title to the units. These expenses include but are not limited to sales commissions, attorneys' and accountants' fees, printing, sponsor financing costs, title insurance for the Condominium property and architects' and engineers' fees which total \$110,000.00.

The exact profit to be realized by the Sponsor upon the sale of the units cannot now be determined and may increase or decrease depending upon such variable factors as future market conditions, requests by purchasers for changes in design, layout or materials used and the length of time required to sell all units offered under this Plan.

Non-discrimination

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

Plan as a Fair Summary

This Offering Plan constitutes a fair summary of the provisions of the Declaration, the By-Laws, the Rules and Regulations, the purchase agreement and the other documents pertaining to the Condominium referred to herein. This Offering Plan does not intentionally omit any material fact or contain any untrue statement of a material fact. This Offering Plan may not be changed or modified orally.

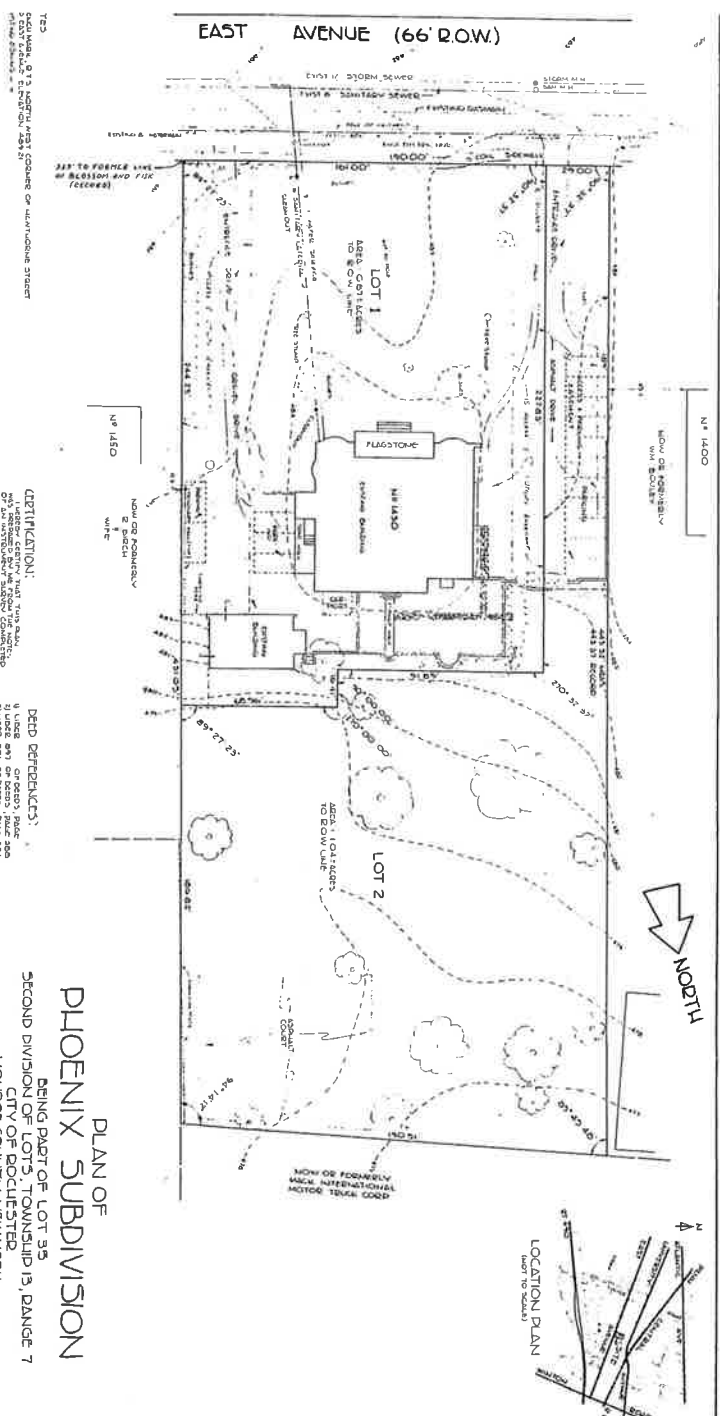


EXHIBIT "A"

ROCHESTER

$$\frac{20}{16} \approx 1.25$$

$$\frac{1}{16} \approx \frac{1.25}{16}$$



703
 POLYMER, 913 NORTH WEST CORNER OF MARYLAND STREET
 3200 LUTHER E. PARKWAY, NEW YORK

CERTIFICATION:
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original record of the subdivision as the same appears in the records of the County of New York.

DEED REFERENCES:
 9 LINDSEY, 891 OF DEEDS, PAGE 200
 10 LINDSEY, 891 OF DEEDS, PAGE 200
 11 LINDSEY, 891 OF DEEDS, PAGE 200

**PLAN OF
 PHOENIX SUBDIVISION**
 BEING PART OF LOT 35
 SECOND DIVISION OF LOT 35
 MONROE COUNTY, NEW YORK

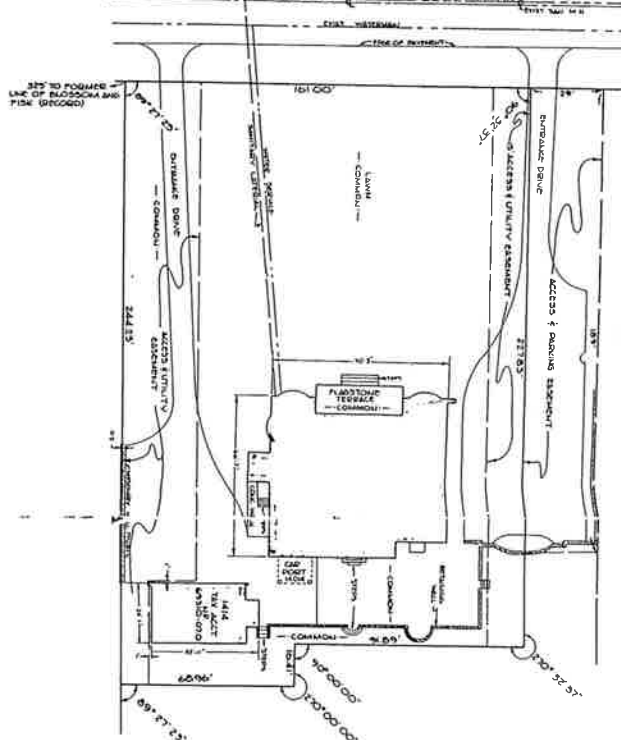
FOR
 LOWELL COLVIN, INC.
 747 EAST AVENUE
 DOUGHERTY, NEW YORK

BY
 THOMAS F. FIDAZZED, P.E.
 CONSULTING ENGINEER
 2316 LUTHER AVENUE
 DOUGHERTY, NEW YORK

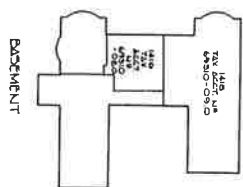
SCALE: 1" = 100'
 DATE: DEC. 13, 1976
 REVISED: JAN. 7, 1977
 JAN. 18, 1977

DRAWN BY: DPM

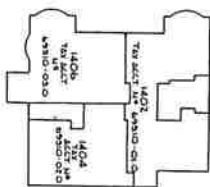
EAST AVENUE (66' R.O.W.)



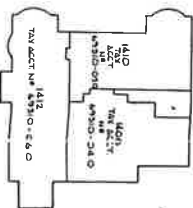
NOTE:
1) EXISTING ZONING H-4



BASEMENT



FIRST FLOOR



SECOND FLARE

SCALE: 1"=20'
DATE DEC 27, 1976
JAN 18, 1977 T&E DEPT N&S
JAN 27, 1977 ERODIT & C.A.

THOMAS F. FRAZER, PE
CONSULTING ENGINEER
2316 LYELL AVENUE
ROCHESTER, NEW YORK

DRAWN BY DPM

PLOT PLAN
 OF
 PHOENIX CONDOMINIUM

BEING PART OF LOT 35
SECOND DIVISION OF LOTS, TOWNSHIP 13, RANGE 7
CITY OF ROCHESTER
MONROE COUNTY, NEW YORK

LOWELL COLVIN, INC.
747 EAST AVENUE
DOVER, NEW YORK

THOMAS F. FRAZER, PE
CONSULTING ENGINEER
2316 LYELL AVENUE
ROCHESTER, NEW YORK

B-2

Δ6068-06

EXHIBIT C(1)

SALES PRICES AND ESTIMATED MONTHLY CHARGES FOR THE FIRST YEAR OF OPERATION BASED ON FULL OCCUPANCY OF NINE UNITS

RESIDENTIAL UNIT ¹	% INTEREST IN COMMON ELEMENTS ²	SALES PRICE ³	DOWN PAYMENT ⁴	MAXIMUM MORTGAGE (80%)	MONTHLY MORTGAGE CHARGES ⁵	ESTIMATED MONTHLY COMMON CHARGES ⁶	ESTIMATED MONTHLY REAL ESTATE TAXES ^{7(a)}	ESTIMATED ASSESSMENT FOR LOCAL IMPROVEMENTS ^{7(b)}	ESTIMATED TOTAL MONTHLY PAYMENT ⁸	ESTIMATED MONTHLY CHARGES DEDUCTIBLE FOR INCOME TAX ⁹
1.	12.98%	\$75,000.00	\$15,000.00	\$60,000.00	\$461.35	\$108.13	\$220.77	\$4.52	\$791.77	\$644.27
2.	8.65	60,000.00	12,000.00	48,000.00	369.08	72.06	179.38	3.01	623.53	518.18
3.	9.48	70,000.00	14,000.00	56,000.00	430.59	78.98	206.97	3.30	719.84	602.23
4.	11.95	75,000.00	15,000.00	60,000.00	461.35	99.55	220.77	4.16	785.83	644.27
5.	9.07	65,000.00	13,000.00	52,000.00	399.83	75.56	193.18	3.16	671.73	560.21
6.	12.78	75,000.00	15,000.00	60,000.00	461.35	106.47	220.77	4.45	793.04	644.27
7.	13.65	88,000.00	17,600.00	70,400.00	541.31	113.71	248.37	4.75	908.14	745.27
OFFICE UNIT										
1.	10.72	60,000.00	12,000.00	48,000.00	369.08	89.31	179.38	3.73	641.50	518.18
2.	10.72	60,000.00	12,000.00	48,000.00	369.08	89.31	179.38	3.73	641.50	518.18
TOTAL	100.00%									

- For street addresses corresponding to unit numbers, see p. 10 of Offering Plan.
- For determination of percentage interest, see p. 10 of Offering Plan.
- Prices may be increased during the initial effective period of this Offering Plan only by amendment; thereafter without amendment to the Plan and without prior notice. Purchasers may pay different prices for similar interests.
- 20% of purchase price per Purchase Agreement.
- Based upon 30 year mortgage at 8 1/2% interest.
- Based upon "Estimated Annual Expense Budget" for the first year of condominium operation prepared by Lucien P. Currie, President Rochester Real Estate Company, Inc.
- (a). See letter from the office of the Assessor of City of Rochester, attached as Exhibit C(2) to Offering Plan. County tax per mille rate applied to assessment is actual rate for 1977. City and school tax per mille rate is estimated by Sponsor.
 (b). The assessment for local improvements ("Embellishment Charges") appear as part of the City and School tax bill. The amount such assessment is estimated by Sponsor upon the basis of information received from the office of the Assessor of the City of Rochester.
- Figures do not include electricity or gas utility charges which will be billed directly to unit owners. Sponsor's estimate of these monthly charges are \$35.00-45.00 for electricity services to units in Main Building (no gas) and these charges are based upon the following calculations:

EXHIBIT C(1) contd.

(A) Heating.

(a) Units 1402-1412. The monthly charges for heating (electrical) of units 1-6 in the Main Building (1402-1412 East Avenue) are based upon a 70° constant which, in turn, represents a maintenance of +72° indoors at a temperature of +2° outdoors. The formula for the 70° constant was furnished to Sponsor by Rochester Gas and Electric Corporation and it contains two steps of calculations:

- (i) $16.33 \times \text{total square feet of unit} = \text{BTUH:s per hour (British Thermal Unit per Hour)}; \text{ and}$
- (ii) $\$12.81 \text{ per } 1,000 \text{ BTUH:s} = \text{cost of heating unit.}$

When applied to units 1402-1412 the charge for heating these units fall in the range of \$20.00-28.00 per month. The same calculations apply to the office units (1416 and 1418 East Avenue).

(b) Unit 1414. Unit 1414 in the Carriage House is heated by gas and the formula for calculating the charge therefore, also furnished by Rochester Gas and Electric Corporation, is based upon the same 70° constant and the cost of heating this unit would be approximately \$35.00 per month.

(B) Electricity.

Sponsor's good faith estimate of electrical charges for providing light and for operating appliances is \$15.00-17.00 per month for units 1402-1412. The charge for unit 1414 (Carriage House) would be higher since this unit has two floors and a greater total floor area. These estimates are based upon electrical costs incurred by residents in units owned by Sponsor at other locations in Rochester, New York, which units are comparable to those in the Phoenix Condominium. Sponsor can provide no estimate for the office units absent knowledge as to office operations.

It is understood, however, that the monthly charges for electricity and gas will vary depending upon unit owners' habits, actual consumption, weather conditions, rate increases, location of units, inflation and several other factors. The estimates provided by Sponsor are good faith estimates and Sponsor makes no representation that the actual charges for electricity and gas will not be higher or lower than estimated.

9. These estimates are based on maximum mortgage loans (80%) and on the real estate tax assessment as projected by the City of Rochester.

CITY OF ROCHESTER

NEW YORK

DEPARTMENT OF FINANCE
BUREAU OF ASSESSMENTS
26 CITY HALL



February 10, 1977

Mr. Lowell Colvin, President
LOWELL COLVIN, INC.
747 East Avenue
Rochester, New York 14607

RE: PHOENIX CONDOMINIUMS

Dear Mr. Colvin:

The following constitutes the tax account numbers and tentative assessments for the proposed condominium units in the Phoenix Condominiums at 1430 East Avenue, Rochester, New York:

<u>Unit</u>	<u>Account #</u>	<u>Tentative Assessment</u>	
		<u>Land</u>	<u>Total</u>
1402	69310-01.0	\$ 2,250	\$ 16,000
1404	69310-02.0	1,530	13,000
1406	69310-03.0	1,530	15,000
1408	69310-04.0	2,050	16,000
1410	69310-05.0	1,530	14 000
1412	69310-06.0	1,880	16,000
1414	69310-07.0	2,380	18,000
1416	69310-08.0	1,880	13,000
1418	69310-09.0	2,070	13,000

The above tentative assessments are based on proposed condominium units, according to a set of plans dated 1/77. Each unit will be taxed separately. The 1977-78 taxes for the Phoenix Condominium units cannot be determined at this time, however, the latest available municipal tax rates are as follows:

1976-77 City Rate (7/1/76-6/30/77):	\$ 55.49
1976-77 School Rate (7/1/76-6/30/77):	\$ 67.15
1977 County Rate (1/1/77-12/31/77):	\$ 31.66
	<hr/>
	\$ 154.30

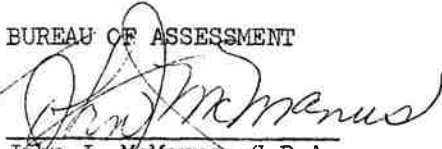
The above rates are on a per one thousand (\$1,000) dollars of assessed valuation basis. The 1977-78 City & School tax rate will be available July 1, 1977.

SPECIAL ASSESSMENTS:

The annual Local Improvement Charge by the City of Rochester for municipal services (Embellishments) are based on front footage on a public street of the property in question. This annual assessment will be prorated between the condominium units, by the City of Rochester, on a ratio of land value to total City Service Charge.

Yours truly,

BUREAU OF ASSESSMENT



John J. McManus, S.R.A.
Supervising Field Assessor

JJM:kc

SPONSOR'S STATEMENT OF DESCRIPTION
UPON COMPLETION OF REMODELLING AND
REHABILITATION, INCLUDING DESCRIPTION
OF BUILDING, UNITS, COMMON
ELEMENTS, APPLIANCES AND EQUIPMENT,
AND SURROUNDING AREA, ZONING AND
FACILITIES.

The Sponsor makes the following representation of the description of the land and surrounding area and the description of the building, units, common elements, appliances and equipment upon the Sponsor's completion of construction in accordance with the building plans and rehabilitation data approved by the appropriate local authorities and summarized herein. With reference to the Sponsor's preparation of such material, he consulted with Joseph R. Hampson, registered architect who prepared such plans and rehabilitation data.

Sponsor represents that it has no knowledge and no notice of any violation outstanding on the Condominium property or any of its improvements, either with respect to the Building Code of the City of Rochester or any other local ordinance. Sponsor further represents that all remodelling work will be done in substantial conformance to the plans of the Phoenix Condominium as filed with the Building Department of the City of Rochester and as approved by said Department on February 8, 1977, unless the purchaser of a particular unit requests a change in the layout and design of his unit.

Sponsor represents, to the best of his knowledge, that the following accurately describes the building, units,

common elements and equipment as same will be delivered upon completion of construction.

As of the date of closing, Sponsor represents he will deliver a certificate of occupancy for the unit and building in which it is located and will otherwise complete construction and deliver title without any violations or liens on the premises and in accordance with Sponsor's undertakings set forth in Article V of this Offering Plan (see Obligations of Sponsor).

The property is offered in its current condition and Sponsor will have no obligation to make repairs or improvements except as set forth herein or elsewhere in the Offering Plan.

I. DESCRIPTION OF SURROUNDING AREA

The property is located in a district zoned as a Historical District (H-4). Multiple residences and certain specified office uses are permitted as of right in this H-4 District. The applicable zoning regulations, the availability of municipal services, and the existing facilities for recreation and religious worship are set out in full in Article IV of the Offering Plan.

II. DESCRIPTION OF BUILDINGS AND THEIR CONDITION

Location and Improvements

The Condominium property is located at 1430 East Avenue, Rochester, New York. It is part of Lot 35, Second Subdivision of Lots, Township 13, Range 7 in the City of

Rochester, County of Monroe, State of New York and is further known as Lot No. 1 of the Phoenix Subdivision as shown on a Subdivision Map prepared by Thomas F. Frazer, P.E., dated December 13, 1976 and revised January 7, 1977 and January 18, 1977. The property is improved by a two story mansion (the "Main Building") and a detached carriage house (the "Carriage House"). Both structures were originally built as a single family residence in 1916.

Yards and Landscaping

The property is presently landscaped and has a large front lawn (150' x 125') to the south of the Main Building. Existing elm trees and bushes on this front lawn provide an attractive setting for the condominium buildings. On the south side and adjacent to the Main Building is an open flagstone terrace which faces the front lawn and will serve as a common area. To the north of the Main Building is a landscaped terrace (approximate dimensions 40' x 50') which is enclosed by masonry walls constructed in 1916 as part of the design of the mansion. This terrace consists of of seeded lawn areas intersected by flagstone walkways. Trees and bushes have been planted at either side and the terrace will serve as a common area for the condominium residents.

EXHIBIT D(1)

Topography and Grading

The property is level with a variation of 1' between high and low elevation. A small area at the north-east corner has a one foot per ten feet difference in gradation. There are no indications of differential settling or other earth movement. The surface drainage is excellent and drainage off the roof areas of the two buildings flows directly into the existing storm sewer system. Subsoil conditions have a 4000 lbs. per square foot bearing capacity without any apparent water problems. No new streets or access roads will be constructed since there are driveways for ingress and egress on both sides of the Main Building. There is presently existing parking space for a total of 17 vehicles.

Buildings

The two structures on the Condominium property were both built in 1916. The Main Building is a two story structure with attic space and basement. This building has exterior dimensions of 66.7' X 70.3' and the interior habitable space (inclusive of office space) consists of approximately 10,475 square feet. This structure will contain three residential units on each of the first and second floors. Two office units will be built in the basement.

The attic area will be used exclusively for storage space by the residential units on the second floor.

The Carriage House is a two story structure. This building has exterior dimensions of 42.11' X 24.7' (inclusive of an attached storage shed on the west side thereof) and the interior habitable space consists of 1656 square feet. One residential unit will occupy both floors of this building.

Both the Main Building and the Carriage House are of a classification known as "ordinary construction". The exterior walls to the Main Building consist of 12" structural clay tile masonry walls with interior steel column and beam supports. The exterior walls to the carriage house are 10" thick and they are made with the same materials and same supports. All walls appear to be sound and in good repair. The joists are wood.

The foundations of the buildings are concrete foundation walls with concrete footings. The roofs are slate and in excellent condition. The roof supports are wood trusses.

Each unit will be divided horizontally and vertically by a one (1) hour fire wall separation. The common staircase and stair enclosures in the Main Building will also have a one (1) hour fire rating. Three fire escapes of

steel will service the second floor units in the Main Building. All work by Sponsor will conform to code requirements.

There will be two balconies on the second floor of the Main Building. One of these is presently in existence on the east side thereof adjacent to Unit 6 (1412 East Avenue). This balcony is 3' X 8' and it is built of concrete. A second balcony will be constructed on the north side of the building for unit 4 (1408) East Avenue). This balcony will be 4' X 14' and it will be built in steel.

Gutters and roof leaders are copper and they are directly connected to the storm drainage system.

The wood double hung windows are of a size and location as set out in a chart keyed to the floor plans attached to the Offering Plan as Exhibit H(1):

The exterior common entrance doors on the east and west side of the Main Building are part wood and part glass. The office units in the basement shall have a separate exterior entrance door of glass and wood. Units 2 and 3 (1404 and 1406 East Avenue) will also have their own separate exterior entrance doors which shall be of glass and wood or aluminum. All interior entrance doors to a unit from a common hallway or foyer shall be of solid birch wood or material of equal or superior quality and durability. All doors inside the units shall be of wood.

EXHIBIT D (1)

There are three interior staircases in the Main Building. Two of these are located off the east and west entrance foyers and they consist of brick, plaster and/or wood with a fire enclosure equivalent to one (1) hour. The third staircase leads to the basement office units and is built of concrete. Stair hall doors where separating levels shall be one (1) hour fire rated and shall be of wood or hollow metal construction.

Additions

In 1959 the following two additions were made to the Main Building:

1. At the northwest corner of the building an open porch was enclosed. This enclosure will now be occupied by bedroom No. 2 of unit 1 (1402 East Avenue) as shown on the floor plans attached to the Offering Plan as Exhibit H(1). All four walls of this enclosure consist of 12" stucco and hollow clay tile masonry. Interior walls are finished in rough plaster.

2. On the north side of the building a portion of the terrace was enclosed. A foundation wall was built for the exterior wall of this enclosure and a new concrete slab poured over the interior bounding area. The new exterior walls of the enclosure consist of 12" stucco and hollow

tile. Interior walls were finished in rough plaster. The roof structure over the addition consists of two (2) steel "I" beams at third points with wood joists, wood sheathing and a built up flat pitch and tar-felt membrane surface. Sponsor will resurface part of this roof.

Finish Materials

UNIT NO. 1404

SQUARE FEET: 1050

Room	Size	Floors	Base	Ceilings	Walls	Remarks
Living room	16'6" x 16'0"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Dining room	9'6" x 11'4"	vinyl tile	wood	plaster/drywall	plaster/drywall	
Kitchen	5'9" x 16'6"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Closet	3'6" x 4'8"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
1/2 Bath	4'9" x 5'4"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Bedroom 2	12'0" x 14'0"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Bedroom 1	9'6" x 14'6"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Bath	5'0" x 9'6"	ceramic tile	wood	plaster/drywall	plaster/drywall	
Closet 1	3'6" x 5'0"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Closet 2	4'0" x 5'6"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Closet 3	2'0" x 5'3"	oak hwd	wood	plaster/drywall	plaster/drywall	

NOTES: 1. One fireplace in bedroom/den

2. All window and door sizes are keyed on plans.

3. Unit has rear door to laundry, basement storage and rear exit to parking.

4. Unit has appurtenant car port.

EXHIBIT D(1)

UNIT NO. 1402

SQUARE FEET: 1575

Room	Size	Floors	Base	Ceilings	Walls	Remarks
Living room	15'2" x 19'6"	oak hardwood	wood	plaster/drywall	plaster/drywall	
Dining room	13'6" x 13'8"	oak hardwood	wood	plaster/drywall	plaster/drywall	
Kitchen	10'0" x 12'6"	marble/asbestos/tile	wood	plaster/drywall	plaster/drywall	
Bath 1	14'8" x 7'6"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Bath 2	4'0" x 5'0"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Bedroom 1	11'0" x 16'0"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Bedroom 2	12'6" x 19'0"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Closet 1	3'0" x 5'6"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Closet 2	3'6" x 5'6"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Closet 3	2'2" x 4'2"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Music room	5'6" x 8'3"	vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	
Halls (4)		vinyl asbestos tile	wood	plaster/drywall	plaster/drywall	

- NOTES:
1. Two fireplaces (1 marble, 1 brick)
 2. All window and door sizes are keyed on the plans.
 3. Unit has rear door to terrace.

EXHIBIT D(1)

UNIT NO. 1406

SQUARE FEET: 1150

Room	Size	Floors	Base	Ceilings	Walls	Remarks
Living/ dining	18'6" x 20'3"	oak hdwd	wood	plaster/drywall	plaster/drywall	
Kitchen	6'8" x 14'2"	marble	wood	plaster/drywall	plaster/drywall	
Bedroom 1	16'0" x 16'6"	oak hdwd	wood	plaster/drywall	plaster/drywall	
Bedroom 2	10'0" x 13'9"	vinyl/asbestos/tile	wood	plaster/drywall	plaster/drywall	
All halls		oak hdwd	wood	plaster/drywall	plaster/drywall	
Bath 1	7'0" x 11'6"	oak hdwd/vinyl tile	wood	plaster/drywall	plaster/drywall	
Bath 2	6'4" x 6'8"	marble	wood	plaster/drywall	plaster/drywall	
Closets		hdwd	wood	plaster/drywall	plaster/drywall	

NOTES: 1. One fireplace in living room.

2. All window and door sizes are keyed on plans.

3. Unit has rear door to laundry, basement storage and rear exit to parking.

EXHIBIT D(1)

UNIT NO. 1408

SQUARE FEET: 1450

Room	Size	Floors	Base	Ceilings	Walls	Remarks
Dining/den	17'6" x 25'6"	vinyl tile	wood	plaster/drywall	plaster/drywall	
Kitchen	12'0" x 12'0"	vinyl tile/oak hdwd	wood	plaster/drywall	plaster/drywall	
Bedroom 1	18'6" x 19'6"	oak hdwd	wood	plaster/drywall	plaster/drywall	
Bedroom 2	10'0" x 16'0"	vinyl tile	wood	plaster/drywall	plaster/drywall	
Bath 1	4'8" x 9'9"	vinyl tile	wood	plaster/drywall	plaster/drywall	
Bath 2	5'0" x 10'6"	ceramic tile	wood	plaster/drywall	plaster/drywall	
Closets	2'0" x 8'0", 3'0" x 4'6" 4'5" x 5'6"	vinyl tile/oak hdwd	wood	plaster/drywall	plaster/drywall	

NOTES:

1. One fireplace in living room.
2. All window and door sizes are keyed on plan.
3. Unit has steel balcony 4' x 14' with fire escape.
4. Unit has direct inside access by staircase to attic/storage (800 sq. ft.)

EXHIBIT D(1)

UNIT NO. 1410

SQUARE FEET: 1100

Room	Size	Floors	Base	Ceilings	Walls	Remarks
Living/dining	14'6" x 17'4"	oak hdwd	wood	plaster/drywall	plaster/drywall	
Kitchen	8'6" x 11'0"	oak hdwd	wood	plaster/drywall	plaster/drywall	
Den/Bedroom 2	13'6" x 14'4"	oak hdwd	wood	plaster/drywall	plaster/drywall	
Bedroom 1	15'6" x 16'0"	oak hdwd	wood	plaster/drywall	plaster/drywall	
1/2 Bath	4'6" x 5'0"	oak hdwd/vinyl tile	wood	plaster/drywall	plaster/drywall	
Bath	7'0" x 11'3"	ceramic tile	wood	plaster/drywall	plaster/drywall	
Closets	4'6" x 6'9"	oak hdwd	wood	plaster/drywall	plaster/drywall	
	3'0" x 3'0"	oak hdwd	wood	plaster/drywall	plaster/drywall	
	3'0" x 3'9"	oak hdwd	wood	plaster/drywall	plaster/drywall	

- NOTES: 1. One marble fireplace in bedroom/den.
 2. All window and door sizes are keyed on plans.
 3. Unit has direct inside access by staircase to attic/storage (800 sq. ft).
 4. Unit has steel fire escape from bedroom window.

EXHIBIT D(1)

UNIT NO. 1412

SQUARE FEET: 1550

Room	Size	Floors	Base	Ceilings	Walls	Remarks
Living room	16'0" x 18'6"	oak hwd	wood	plaster/drywall	plaster/drywall	
Dining room	9'6" x 14'0"	oak hwd	wood	plaster/drywall	plaster/drywall	
Kitchen	10'0" x 12'0"	oak hwd	wood	plaster/drywall	plaster/drywall	
Bedroom 1	15'2" x 17'0"	oak hwd	wood	plaster/drywall	plaster/drywall	
Bedroom 2	10'0" x 13'6"	oak hwd	wood	plaster/drywall	plaster/drywall	
Bath	6'0" x 11'0"	ceramic tile	wood	plaster/drywall	plaster/drywall	
1/2 Bath	5'0" x 6'6"	ceramic tile	wood	plaster/drywall	plaster/drywall	

NOTES: 1. One fireplace in living room.

2. All window and door sizes are keyed on plan.

3. Unit has direct inside access by staircase to attic/storage (800 sq. ft).

4. Unit has entrance by staircase from first floor.

5. Unit has balcony 3' x 8'.

6. Unit has fire escape from bedroom.

EXHIBIT D(1)

UNIT NO. 1414

SQAURE FEET: 1656

Room	Size	Floor	Base	Ceiling	Walls	Remarks
Living room	16'6" x 17'0"	concrete	wood	plaster/drywall	plaster/drywall	
Closets	3'0" x 9'0"	concrete	wood	plaster/drywall	plaster/drywall	
Dining room	14'6" x 16'0"	concrete	wood	plaster/drywall	plaster/drywall	
Kitchen	8'6" x 14'6"	concrete	wood	plaster/drywall	plaster/drywall	
1/2 Bath	5'2" x 6'0"	concrete	wood	plaster/drywall	plaster/drywall	
Utility area	6'6" x 14'6"	concrete	wood	plaster/drywall	plaster/drywall	
Bedroom 1	12'0" x 15'6"	hdwd	wood	plaster/drywall	plaster/drywall	
Closet	2'6" x 5'6"	hdwd	wood	plaster/drywall	plaster/drywall	
Den	10'0" x 13'0"	hdwd	wood	plaster/drywall	plaster/drywall	
Closet	5'0" x 8'0"	hdwd	wood	plaster/drywall	plaster/drywall	
Bedroom 2	9'6" x 20'3"	hdwd	wood	plaster/drywall	plaster/drywall	
Closet	5'0" x 9'0"	hdwd	wood	plaster/drywall	plaster/drywall	
Bath	7'0" x 10'0"	vinyl/ asbestos tile	wood	plaster/drywall	plaster/drywall	
Stairwell	3'2" x 16'0"	hdwd	wood	plaster/drywall	plaster/drywall	
Hall	5'6" x 7'6"	hdwd	wood	plaster/drywall	plaster/drywall	
Linen Closet	2'0" x 4'6"	hdwd	wood	plaster/drywall	plaster/drywall	

NOTES:

1. All window and door sizes are keyed on plans.

EXHIBIT D(1)

UNITS NOS. 1416 and 1418

Square Feet: 1,300 Each

Each unit will have an interior area of approximately 1,300 square feet. Sponsor will build these units per specifications and with materials to be agreed upon between Sponsor and the purchasers. Sponsor will be flexible as to design, layout, specifications and materials to meet the needs of the individual purchaser and the particular office use contemplated.

Insulation

All exterior walls of the Main Building are 12 inches thick and they consist of plaster, hollow tile and stucco. A space of approximately 3 inches in depth with woodstud furring between the plaster and hollow tile of these walls has been filled with a granulated mineral insulation material. The R rating equivalent is 12.71. The area between ceilings and floors (basement to first floor/ first floor to second floor) is 20-22 inches in depth and has been filled with the same granulated mineral insulation as the walls, with the thickness ranging from 6-12 inches. The approximate R equivalent is 20.35. Additional insulation value for the 2nd floor apartments is provided by the attic space between the roof and the second floor, which will be used exclusively for storage space.

Utilities

An existing 6" C.I. sewer line extends from the Condominium buildings to the sanitary sewer system operated and maintained by the Pure Waters District of the City of Rochester in and along East Avenue. This 6" C.I. line is reported to be in "good" condition by all local authorities. The storm drainage is similarly connected to the storm system operated by the City of Rochester in and along East Avenue.

Water is provided by the Water Bureau of the City of Rochester. According to information supplied by this Agency, water pressure at East Avenue in front of the Condominium is 63-65 lbs. There will be one main water meter and the cost of water will be apportioned among unit owners as a common charge.

Interior hot and cold water supply piping shall be copper. All waste and vent laterals above grade shall be P.V.C. in conforming with local codes. The existing water supply lines from East Avenue to the Main Building and from the Main Building to the Carriage House have been approved by the City of Rochester. All utility lines will meet state and local code requirements.

Gas and electric services are supplied by the Rochester Gas and Electric Corporation.

Telephone service is provided by Rochester Telephone Corporation.

Quality and Condition of Building Mechanical System

(a) Heating --

The units of the main building will be electrically heated by Nelco conventional baseboard heating units, Model # 252024 through 252010, and Nelco fan heater

units # XAW 2020. The Carriage House will be heated by a circulating hot water system using a "National" -- 144,000 Btu. gasfired furnace which was installed in 1971. All present radiators will be removed and new covered finned hot water baseboard units shall be installed. The heating design for all units shall be equivalent to 13 Watts per square foot or better. Hot water heaters will be installed in each unit manufactured by Dayton, Model # 3E135, 40 gallon 208U, with a rate of 36.96. G.P.H. All heating units and hot water heaters will be purchased and installed by Sponsor. Manufacturer's warranties will be provided to the first purchaser of each unit.

(b) Air Conditioning --

Sponsor will not provide air-conditioning but will make provision for installation of window units where possible. The purchase and installation of such window units shall be at each unit owner's election and cost.

(c) Ventilation --

Sponsor will install exhaust fans in all bathrooms and powder rooms. These fans will be of a manufacture by "BROAN", model # 670, controlled by separate switch. The fans will be vented to the outside by sheet metal ducts and metal wall caps. Exhaust fans vented to the outside will also be provided for all range hoods. These shall be manufactured by General Electric, Model # OV380.

(d) Electrical --

Electrical service will be individually metered to each unit. Service equipment including wires, distribution panels and outlets will be replaced by Sponsor with new equipment which will meet all local codes as well as the standards set by the New York State Board of Underwriters. The main service will be 800 amperage with 15, 20, 30 and 50 amps circuit breakers. The kitchen ranges will have 220 volt outlets. The average number of circuits per unit will be 14. Distribution panels manufactured by Square "D" Co., Inc., with a capacity of 30 circuit breakers will be installed in each unit. Electrical outlets will be of ground type per local code requirements and ground fault outlets will be installed on the exterior of the buildings as well as in the bathrooms and powder rooms. Both outlets and switches will be of a manufacture by Leviton or of equal quality.

The following electrical equipment, or equipment of equal or superior quality, will be provided by Sponsor:

1. Intercom system for security -- Nutone manufacture, 494 series.
2. Door bells -- Nutone manufacture, Model # LA-21 (2 tone).
3. Kitchen range - General Electric manufacture, Model # SHP-976v (micro-oven).

EXHIBIT D(1)

4. Dishwasher -- General Electric manufacture, Model # GFD-443.
5. Disposal -- General Electric manufacture, Model # FFC-700 (1/2 hP.).
6. Heat lamps (bathrooms) -- Nutone manufacture.

Sponsor will install two (2) smoke and/or heat detectors in the Main Building to serve as a fire warning system. One will be located in the entranceway and stairwell on the west side thereof. Another will be located in the laundry room in the basement. These detectors will be connected to the electric system.

(e) Plumbing --

The water lines, sewer lines and supply piping have been previously described herein under the heading of "Utilities".

The following plumbing equipment, or equipment of equal or superior quality, will be installed by Sponsor:

1. Kitchen sinks -- Elkay manufacture, Model # PSMR 3322, 18 gauge stainless steel.
2. Kitchen faucets -- Moen manufacture, Model # 7310, with spray equipment.
3. Bathroom faucets -- Moen manufacture, Model # 4420.
4. Shower valves -- Moen manufacture, Model # 2400.
5. Shower heads -- Moen manufacture, Model # 1533.
6. Vanities -- Dupont manufacture, "Corian" model.
7. Water closets -- Kohler manufacture, Model # K-4652, tank type.
8. Bathroom tubs -- Kohler manufacture, model K-715-S.

9. Wet bar sink (units 2 and 4 only) -- Elkay manufacture -- approximately 10" x 14" with an approximate depth of 9".

The shower stalls will consist of all ceramic tile walls.

Kitchen Equipment.

Sponsor will install the following kitchen equipment or equipment of equal or superior quality:

1. Range -- General Electric, Model # JHP-976v (micro-oven).
2. Dishwasher -- General Electric, Model # GFD-443.
3. Disposal -- General Electric, Model # GFC-700-1/2 HP.
4. Sink -- Elkay, Model # PSMR 3322, 18 gauge stainless steel.
5. Faucets -- Moen, Model # 47310, with spray equipment.

Sponsor will not provide for either the procurement or installation of refrigerators. This will be each unit owner's responsibility and expense.

Laundry Facilities

Sponsor will provide the necessary plumbing for installation in units 1402, 1408 and 1410 of General Electric washer, Model # WWD-1150v, and General Electric dryer, Model # DDP-1200v, or washers and dryers of comparable size and manufacture. There will be 110 voltage, 15 amperage circuit breakers to serve such washers and dryers. The expense of procuring and installing such washers and dryers shall be borne by the respective unit owners.

There will also be laundry facilities in the basement of the Main Building available to all unit owners. Any kind of washer and dryer, for individual or common use, may be installed here at the expense of the unit owners. Sponsor will provide the necessary plumbing and ventilation for the installation of 7 washers and 7 dryers. The circuit breakers to serve these washers and dryers will be 208 voltage, with 30 amp. breakers.

General

The essential building structure, including the roofs, foundation and exterior walls are solid and in good condition. Sponsor will provide complete new electric, plumbing and heating systems. All heating units will have a 5 year manufacturer's warranty. Electrical work done by Sponsor will be guaranteed for a period of one year from the date of installation by Sponsor's electrical contractor. All plumbing work done by Sponsor will be guaranteed for a period of one year from the date of installation by Sponsor's plumbing contractor. Sponsor will further abide by the warranties given in the Declaration of the Phoenix Condominium.

After the rehabilitation and remodeling work has been completed by Sponsor, and with an adequate maintenance program kept in effect, no major repairs or replacements

should be required in the foreseeable future. Prior to the closing of title to each unit Joseph R. Hampson, Registered Architect, will inspect the premises and issue a statement as to the satisfactory completion of the rehabilitation and remodeling work of such unit.

Sponsor: Lowell Colvin, Inc.

By:

Lowell Colvin
Lowell Colvin, Pres.

Consulting architect: Joseph R. Hampson,
Registered architect,
State of New York

Joseph R. Hampson

DESCRIPTION OF REPRESENTATIVE UNITS

Two (2) units, one on each floor of the Main Building will be described herein. Residential Units 1406 (first floor) and 1412 (second floor) have been chosen for this purpose.

1. Unit 1406

- 1.) Entrance to the unit is from the terrace area on the south side of the Main Building. The exterior door (2'-3" x 6'-8") is a pair of wood and glass french doors.
- 2.) Living Room (18'-6" x 20'-3"); Dining Room (part of Living Room); Kitchen (6'-8" x 14'-2"); Bedroom #1 (16'-0" x 16'-6"); Bedroom #2 (10'-0" x 13'-0"); Bathroom #1 (7'-0" x 11'-6"); Bathroom #2 (6'-4" x 6'-8").
- 3.) Living room (18'-6" x 20'-3") has a closet (2'-8" x 3'-8") at the right of the main entrance. This closet has a pair of wood bi-fold doors (3'-0" x 6'-8"). The interior walls and ceiling are dry-wall and existing plaster. A new wall of 2" x 4" wood studs with 1/2" gypsum board (one hour fire rated) and 1/2" sound board on both sides shall be erected between this unit and unit 1402. This wall will also be batt insulated for further sound protection. (S.T.C. - 40 or better) A fireplace is located at the east end. At the northwest a passage opens into the kitchen area and a "pass-thru" opening for serving from the kitchen. The north wall of the living room, adjacent to the kitchen, is a dining area. There are bookshelves at the south side of the fireplace. The floor is hardwood (oak) strip flooring.
- 4.) Kitchen area (6'-8" x 14'-2") has a marble tile floor and existing plaster walls and ceiling. A new gypsum board partition adjacent to unit 1402

shall be fire rated and sound insulated as described in paragraph #3 above. All counters shall be "Corian by Dupont" or plastic laminate, and all cabinets will have a wood finish. Fluorescent lights will be installed under the wall cabinets to provide lighting for kitchen counters.

Kitchen Cabinet and Counter Top
Lineal Footage

Counter Top	(12'-0")
Base Cabinets	(15'-6")
Wall Cabinets	(15'-6")

- 5.) Dressing area between bedroom #2 and bathroom #2 has a marble and hardwood floor, plastered or dry-wall walls and ceilings, and a closet (2'-0" x 6'-3") with 2 pairs of bi-fold doors (3'-0" x 6'-8").

The entry area into the dressing area has a linen closet (2'-0" x 6'-3").

- 6.) Bedroom #1 (16'-0" x 16'-6") has hardwood oak floors, plastered walls and ceilings and a new bathroom enclosure of 2" x 4" studs and 1/2" gypsum board. There is a 8'-0" concave mirrored alcove on the west wall.
- 7.) Bedroom #2 (10'-0" x 13'-0") has a vinyl asbestos tile floor, and plastered ceilings and walls. There is an arched opening into the room from the dressing area and a secondary door leading to the common hall area, with egress to the parking areas.
- 8.) Bathroom #1 (7'-0" x 11'-6") has hardwood-oak floor, plaster or drywall walls and ceiling. The new 2" x 4" stud walls with 1/2" gypsum board divide the area into a dry area, with a formica vanity and a closet (2'-1" x 8'-6"), with a pair of wood bi-fold doors (5'-0" x 6'-8") and a wet area. The wet area has a water closet and a ceramic tile shower.
- 9.) Bathroom #2 (6'-4" X 6'-8") has a marble tile floor. All ceilings and walls are plaster or dry-wall. Marble pedestal lavatory, water closet and

tub are included. (See fixture specifications below)

- 10.) All exterior walls of this unit are of structural clay tile and stucco with interior plaster finish (3/4").
- 11.) All the wooden double hung window sizes are shown on the drawings.

Window Sizes

Living Room	4 - (24" x 66")
	2 - (34" x 66")
Bedroom #2	1 - (34" x 41")
Bedroom #1	1 - (46" x 63")

- 12.) Door hardware Locks and knobs are glass or metal and tarnish resistant. Interior doors will be provided with bumpers or hinge bumpers. Lock sets will be "Schlage" or equal.

13.) Standard Kitchen Equipment:

Electric range - General Electric, Model JHP -976V
(Micro-oven)

Dishwasher - General Electric, Model #GED - 443

Refrigerator - will not be provided

Disposal - General Electric, Model FFC - 700 (1/2hp.)

Range hood fan unit - General Electric, Model #OV380.

14.) Plumbing

- (a) All hot and cold water supply piping are copper. All waste and vent piping P.V.C. All piping to comply with Building Code of City of Rochester.
- (b) Kitchen sink - "Elkay", Model PSMR 3322, 18 gauge stainless steel.
- (c) Kitchen faucet - "Moen", Model # 7310 with spray equipment.
- (d) Water closet - Kohler, Model # K-4652, tank type or equilavent.

- (e) Tub - Kohler model # K-71S-S.
 - (f) Vanity - Dupont, "Corian" model.
 - (g) Lavatory - formica or "Corian by Dupont".
 - (h) Mirror - clear glass, full width over vanity.
 - (i) Hot Water Heater (electric) - (Dayton, Model #3E135, 40 Gallon 208U shall be located in the basement).
- 15.) Bathrooms shall have exhaust fans vented to outside.
- 16.) Heating (electric) The heating is electric by Nelco baseboard and fan units, Model #252024-252010. These units are designed to supply 13 Watts per square foot or better and they are thermostat controlled.
- 17.) Electric Panel A 150 amp. electric circuit breaker is located at the entry area of bedroom 2. A 130 amp. electric circuit breaker panel is located in the closet by the living room entrance.
- 18.) Electric Light Fixtures
- (a) Living room shall have a ceiling mounted fixture over the fireplace. (P80 - Zoomatic by Sterling Lighting or equivalent.)
 - (b) Kitchen shall have a ceiling mounted fixture. (P80 - Zoomatic by Sterling Lighting or equivalent.)
 - (c) Dressing area shall have a ceiling mounted fixture. (P80 - Zoomatic by Sterling Lighting or equivalent.)
 - (d) Bath shall have a ceiling mounted fixture (P80 - Zoomatic by Sterling Lighting or equivalent.)

(e) Both bedrooms have wall outlets on switches.

(f) All wiring is "Romex" and approved by the City of Rochester and the N. Y. State Board of Underwriters.

19.) Electric outlets

(a) Living & Dining area-----	6
(b) Kitchen-----	4
(c) Dressing Area-----	1
(d) Baths-----	3
(2) (ground floor)	
(e) Bedroom #1-----	5
(f) Bedroom #2-----	4
(g) Hall Area-----	1
Total	25

20.) Telephone outlets to be installed by the Rochester Telephone Corp. at the request and expense of the owners.

21.) Paint: One (1) coat of white base paint will be applied to all walls and ceilings.

22.) Insulation: Exterior walls have an R rating equivalent of 12.71. The floors have an R rating equivalent of 20.35.

23.) Interior Doors: All doors are solid wood paneled doors as to the sizes keyed on Plans.

24.) Ceiling Height 10'-0"

25.) Warranties: Equipment and manufacturer's warranties shall be supplied to the owner where possible.

2. Unit 1412 (Second Floor)

- 1.) The entrance to the unit is by an exterior door off the foyer on the east side of the main building. A wooden staircase leads to the unit (second floor) and on the landing mid-way up this staircase is a closet with two pairs of double wooden doors (2'-0" x 6'-8").

At the top of the stairs (the second floor level) is a foyer area with plaster walls and ceilings and an oak floor.

- 2.) Living room (16'-0" x 18'-6"); dining area (9'-6" x 14'-0"); kitchen (10'-0" x 12'-0"); powder room (5'-0" x 6'-6"); bath (6'-0" x 11'-0"); bedrooms (10'-0" x 13'-6" and 15'-6" x 17'-0").

- 3.) Living room: hardwood (oak) strip floors with walls and ceilings of plaster/drywall. At the south end is a fireplace. At the north end is a service opening in the wall for kitchen and food service purposes.

- 4.) Kitchen: Hardwood floors and plaster/drywall ceilings and walls. All wall and base cabinets will have a wood finish. Fluorescent lights will be installed under the wall cabinets in order to provide lighting for kitchen counters. All counters will be formica or corian.

Kitchen Cabinets and Counter Top
Lineal Footage:

Counter Top	(7'-8")
Base Cabinets	(11'-2")
Wall Cabinets	(17'-0")

- 5.) Powder room has a water closet and ceramic tile floor. Vanity unit will be of formica. The walls and ceilings will be plaster and/or drywall.
- 6.) Bathroom has a water closet, ceramic tile floor, lavatory, and tub. The walls and ceilings will be plaster and/or drywall.
- 7.) Hot water heater is located in a stud partition enclosure (2'-6" x 5'-0") in closet adjoining powder room.

- 8.) The hallway leading to the bedroom is separated from the foyer by a wooden door and has a closet storage space (2'-0" x 5'-0") with bi-folding doors. A formica vanity is located in the hallway next to the closet. Walls are plaster and/or dry-wall and unit has direct inside access to 800 square feet of attic storage space.
- 9.) Bedroom #1 has a hardwood floor and closet storage space (3'-6" x 4'-6") with doors. There is a steel fire escape from the west window.
- 10.) Bedroom #2 (10'-0' x 13'-6") has a hardwood floor and a wood and glass door to an exterior balcony (3'-0" x 8'-0"). There is closet storage space (2'-0" x 5'-6") with double wood swinging doors. The walls and ceilings will be plaster and/or dry-wall.
- 11.) All exterior walls of these units are structural clay tile and stucco with interior plaster finish (3/4").
- 12.) New partitions shall be wood stop partitions (2' x 4') with gypsum board (1/2"). The partitions shall have 1/2" sound board on both sides with batt insulation (S.T.C. - 40 or better).
- 13.) Existing walls between units are one (1) hour-fire rated.
- 14.) All windows are wood, double hung and have the following dimensions:
- | | |
|----------------|---------------------|
| Kitchen | (2 - 34" x 54") |
| Dining Area | (1 - 34" x 54") |
| Lineal Footage | |
| Living Room | (1 - 34" x 54") |
| Bath | (1 - 24" x 41") |
| Bedroom #2 | (2 - 2'-8" x 6'-8") |
| Bedroom #1 | (2 - 24" x 54") |
- 15.) Door hardware. Locks and knobs are glass or metal and tarnish resistant. Interior doors will be provided with bumpers or hinge bumpers. Lock sets will be "Schlage" or equal.
- 16.) Standard Kitchen Equipment:
- Electric range - General Electric, Model
JHP - 976V (micro-oven).

Dishwasher - General Electric, Model # GFD - 443.

Refrigerator - will not be provided.

Disposal - General Electric, Model FFC - 700(1/2 hp.).

Range hood fan unit - General Electric Model # OV380.

Washer and Dryer - Space will be provided in the basement laundry room for installation of washer and dryer. The procurement and installation of such washer and dryer shall be at the owner's expense.

17.) Plumbing

- (a) All hot and cold water supply piping are copper. All waste and vent piping P.V.C. All piping to comply with Building Code of City of Rochester.
- (b) Kitchen sink - "Elkay", Model PSMR 3322, 18 gauge stainless steel
- (c) Kitchen faucet - "Moen", Model # 7310 with spray equipment.
- (d) Water closet - Kohler, Model # K-4652, tank type, or equivalent.
- (e) Tub - Kohler model # K-71S-S
- (f) Vanity - Dupont, "Corian" model.
- (g) Lavatory - formica or "Corian by Dupont"
- (h) Mirror - clear glass, full width over vanity
- (i) Hot water heater (electric) - Dayton, Model #3E135, 40 Gallon 208U.

- 18.) Bathroom and powder rooms will have exhaust fans vented to the outside. The range hood will also be vented to the outside.

- 19.) Heating: The heating is electric by Nelco base-board and fan units, Model #252024-252010. These units are designed to supply 13 watts per square foot or better and they are thermostat controlled.
- 20.) Electric Panel A 130 amp. electric circuit breaker panel is located in the closet by the living room entrance.
- 21.) Electric Light Fixtures:
- (a) Main entry, stair and second floor foyer and hall will have ceiling mounted fixtures. (P80-Zoomatic by Sterling Lighting, or equivalent.)
 - (b) Kitchen will have ceiling mounted fixture. (P80-Zoomatic by Sterling Lighting, or equivalent.)
 - (c) Bath and powder room will have ceiling mounted fixtures. (P80-Zoomatic by Sterling Lighting, or equivalent.)
 - (d) Vanity area in hallway will have ceiling mounted fixture. (P80-Zoomatic by Sterling Lighting, or equivalent.)
 - (e) Living room will have ceiling mounted fixture. (P80-Zoomatic by Sterling Lighting, or equivalent.)
 - (f) Both bedrooms have wall outlets, some controlled by switches.
 - (g) All wiring to fixtures and outlets is "Romex" and approved by the City of Rochester and the New York State Board of Underwriters.
- 22.) Electric outlets (all double-grounded)
- (a) Foyer ----- 1
 - (b) Living room ----- 4
 - (c) Dining room ----- 3
 - (d) Kitchen ----- 4
 - (e) Powder room ----- 1
 - (f) Bath ----- 1
 - (g) Hall ----- 1

(h) Bedroom #1	-----	6
(i) Bedroom #2	-----	4
Total		<u>25</u>

- 23.) Telephone outlets to be installed by the Rochester Telephone Corp. at the request and expense of the owner.
- 24.) Paint: One (1) coat of white base paint will be applied to all walls and ceilings.
- 25.) Insulation: Exterior walls have an R rating equivalent of 12.71. The floors have an R rating equivalent of 20.35. The attic space above unit provides additional insulation value.
- 26.) Interior Doors: All doors are solid wood paneled doors as to the sizes keyed on Plans.
- 27.) Fireplace: The fireplace in the living room shall be resurfaced with a brick masonry panel.
- 28.) Stairs: The staircase leading to the unit has wood treads and risers with wood handrails.
- 29.) Ceiling Height: 10'-0" in all rooms except kitchen (9'-0").
- 30.) Warranties: Equipment and manufacturer's warranties shall be supplied to the owner where possible.

LUCIEN PHILIPPE CURRE
PRESIDENT

GERARD T. CURRE
VICE PRESIDENT - SECRETARY

IN OUR 80TH YEAR
OF SERVICE

ROCHESTER REAL ESTATE COMPANY, INC.

146 WEST BROAD STREET

ROCHESTER, NEW YORK 14614

716-454-3414

1430 East Avenue
Estimated Annual Expense Budget

Insurance: ¹	
(a) Fire and All Risk Policy	\$2,669.00
(b) Public Liability Policy	647.00
(c) Fidelity Bond	146.00
Repairs and Maintenance	855.00
Landscaping	1,000.00
Snow Removal	360.00
Roof Drainage Repairs and Reserves	720.00
Accounting, Legal, Office	225.00
Water and Pure Waters ²	2,025.00
Outside and Common Electric	450.00
Contingency Fund (10%) of Annual Common Charge	<u>900.00</u>
Total:	\$9,997.00

¹ See letter from Wolcott Insurance Agency dated February 10, 1977.

² Pure Waters (cost of local improvement of sanitary and storm sewers) estimate is based upon the attached letter from Rochester Pure Waters District dated January 1, 1977. Current water rates as set by the Water Bureau of the City of Rochester are \$.78 per 1,000 gallons consumed together with a \$1.00 fee per month for water meter. The amount of common charges for both water and Pure Waters are good faith estimates based upon average consumption. The amount of this charge will vary according to unit owner's consumption.

LUCIEN PHILIPPE CURRE
PRESIDENT

GERARD T. CURRE
VICE PRESIDENT - SECRETARY

IN OUR 80TH YEAR
OF SERVICE

ROCHESTER REAL ESTATE COMPANY, INC.

146 WEST BROAD STREET
ROCHESTER, NEW YORK 14614

716-454-3414

Mr. Lowell Colvin
747 East Avenue
Rochester, New York

January 25, 1977

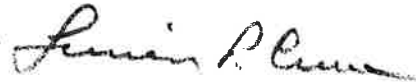
re: 1430 East Avenue
Adequacy of Common Charges

Dear Mr. Colvin:

Pursuant to your request, we have analysed your proposed project of nine condominium units at 1430 East Avenue for purposes of estimating reasonable and adequate expenses of operation of common areas. Our estimates are based on a thorough inspection of the property, as well as the proposed reconstruction plans, and are also based on comparative expenses for similiar units throughout the county. The estimates are contingent upon plans as they have been presented at this time, and as the property is expected to be built.

Our company has appraised many apartment and condominium projects in the past five years for developers, lending institutions, investors, and assessors. We have also sold many apartment projects, acting in a brokerage capacity. In the past five years we have appraised or brokered over 1500 units of apartments or condominiums.

Very truly yours,



ROCHESTER REAL ESTATE
Lucien P. Curre, President

COUNTY OF MONROE
ROCHESTER PURE WATERS DISTRICT

ROOM 100 - 65 BROAD STREET
ROCHESTER, NEW YORK 14614

LUCIEN A. MORIN
CHAIRMAN,
ADMINISTRATIVE BOARD

January 1, 1977

GERALD C. McDONALD PH.D.
DISTRICT SECRETARY

Dear Customer:

As of January 1, 1977 a new rate schedule for the Rochester Pure Waters District will be in effect.

The Combined Sewage Charge which is based on the assessed valuation of the property will be changed from the present rate of \$9.20 per \$1000.00 valuation to \$6.40 per \$1000.00 valuation.

The Sanitary Sewage Charge which is based on total water usage for that particular property will be changed from \$.533 per 100 cubic feet to \$.466 per 100 cubic feet. Water consumption is shown on your Pure Waters Bill in cubic feet. In order to convert thousands of gallons to hundreds of cubic feet multiply by 1.3368.

Both your combined sewage charge and your sanitary sewage charge are pro-rated. The higher charge is used for the billing period covered by the number of days in 1976. The lower charge applies to the number of days covered in 1977.

If you have any further questions regarding your Pure Waters Charges, please

WRITE TO:

Customer Service
Rochester Pure Waters District
100 Terminal Building
Rochester, New York 14614

OR CALL:

428-4588 or 428-5871

WOLCOTT Insurance Agency

DON BUCKNAM

31 EAST MAIN ST. * WOLCOTT, N.Y. 14590 * 594-5641

FEBRUARY 10, 1977

PHOENIX CONDOMINIUM
1430 EAST AVENUE
ROCHESTER, NEW YORK 14607

GENTLEMEN:

BASED ON FIGURES GIVEN I PROPOSE TO PROVIDE FIRE, EXTENDED
COVERAGE, VANDALISM AND MALICIOUS MISCHIEF COVERAGE WITH
THE HARTFORD INSURANCE COMPANY ON AN "ALL RISK" BASIS. THE
AMOUNT OF COVERAGE TO BE \$540,000. MAIN BUILDING AND \$88,000.
CARRIAGE HOUSE.

I ALSO PROPOSE A COMPREHENSIVE GENERAL LIABILITY POLICY WITH
LIMITS OF \$1,000,000. BODILY INJURY AND \$100,000. PROPERTY
DAMAGE.

A FURTHER COVERAGE WOULD BE ADDED PROVIDING A \$10,000. FIDELITY
BOND ON THE BOARD OF MANAGERS.

<u>ITEM</u>	<u>PREMIUM</u>
FIRE, ETC.	\$2,669.
LIABILITY	647.
BOND	146.

REGARDS,

Don Bucknam

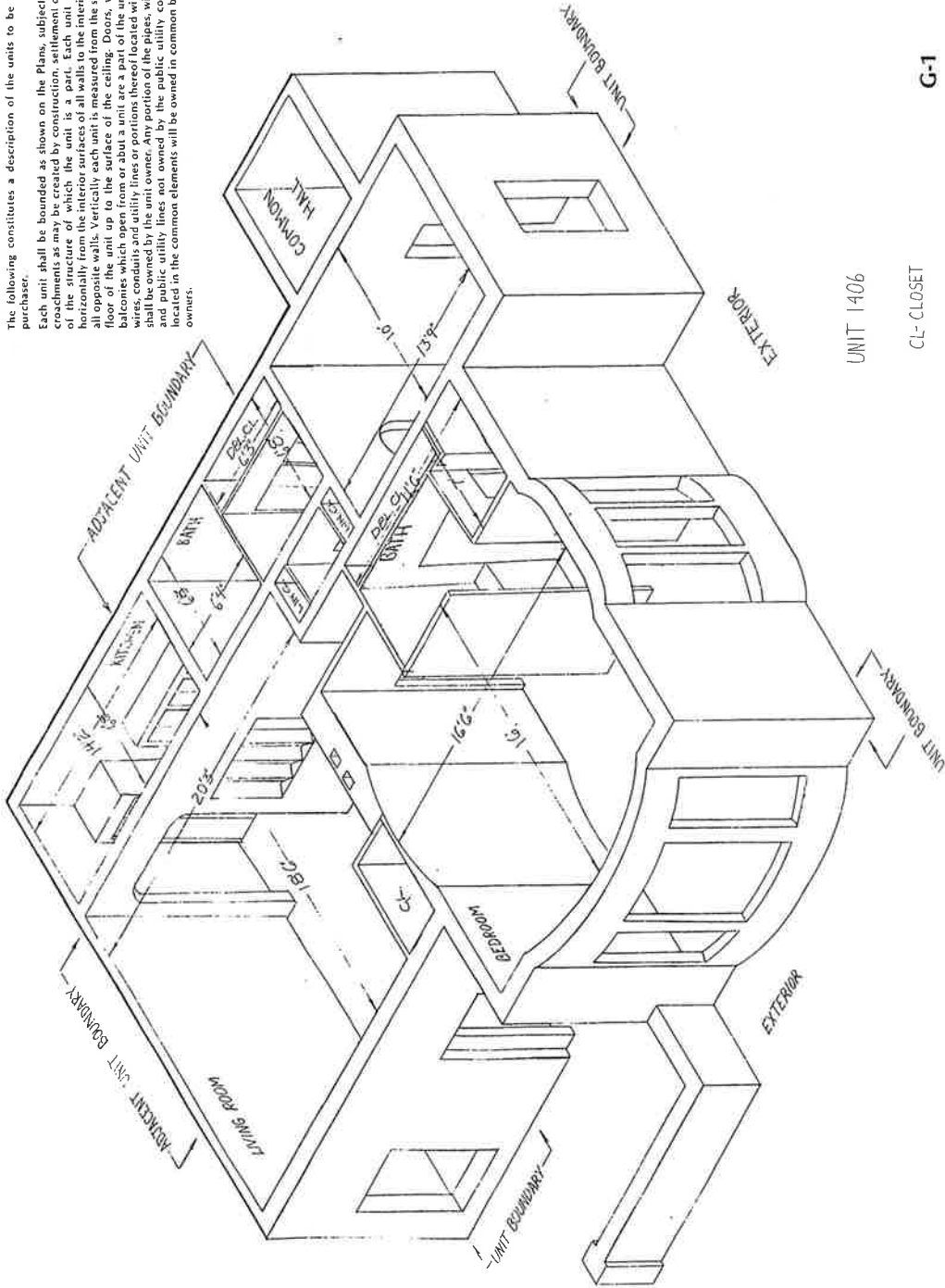
Exhibit F

STERLING *Insurance Company*

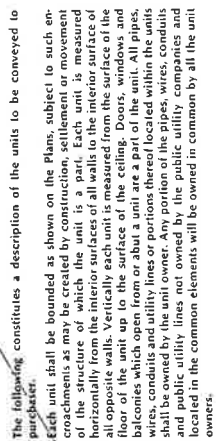
1 ELM STREET, COBLESKILL, NEW YORK 12043

The following constitutes a description of the units to be conveyed to purchaser.

Each unit shall be bounded as shown on the Plans, subject to such encroachments as may be created by construction, settlement or movement of the structure of which the unit is a part. Each unit is measured horizontally from the interior surfaces of all walls to the interior surface of all opposite walls. Vertically each unit is measured from the surface of the floor of the unit up to the surface of the ceiling or the surface of the balcony or the surface of the roof of the unit, as the case may be. All pipes, conduits and utility lines or portions thereof located within the units shall be owned by the unit owner. Any portion of the pipes, wires, conduits and public utility lines not owned by the public utility companies and located in the common elements will be owned in common by all the unit owners.



G-1

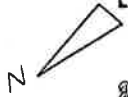
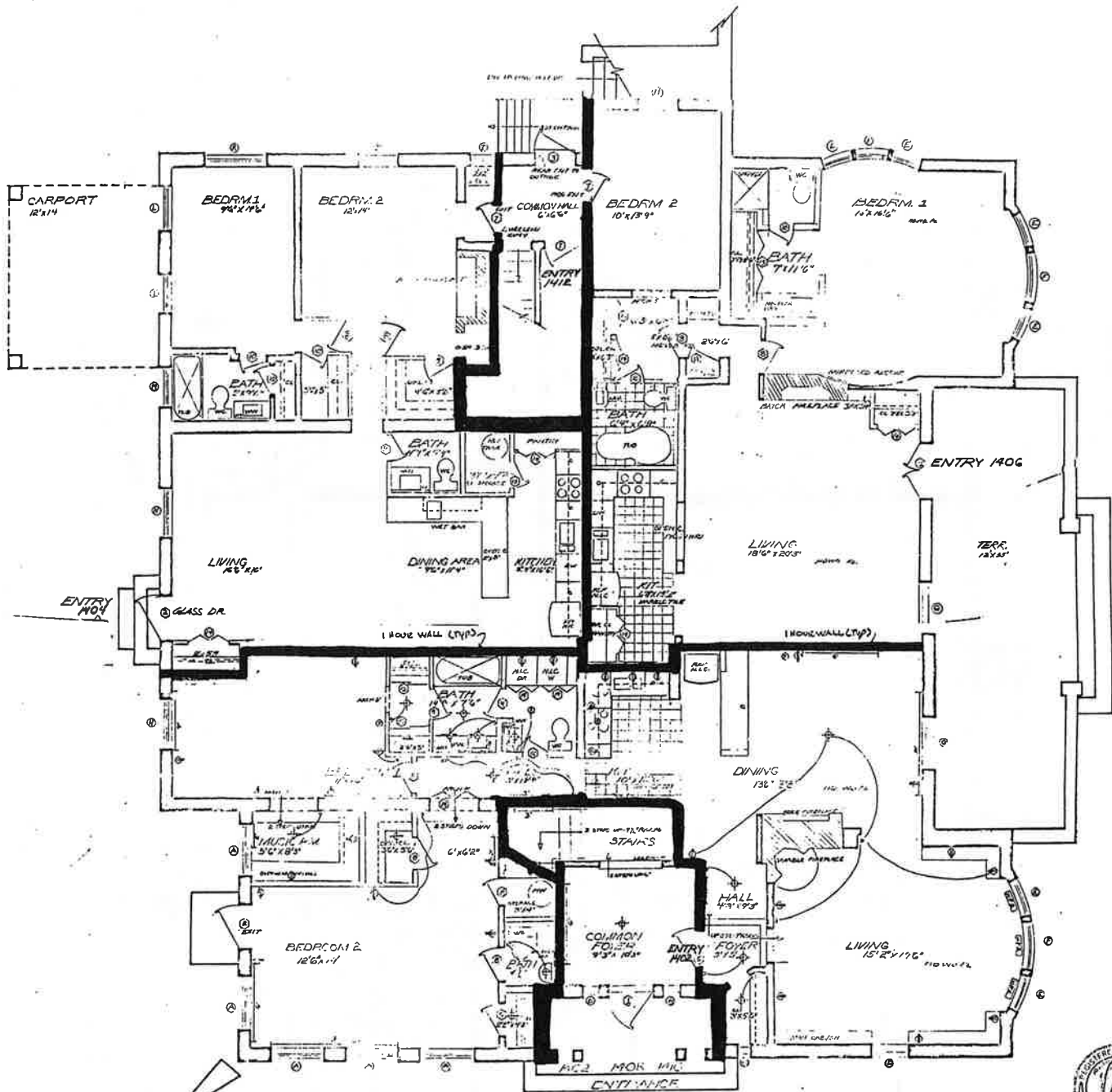


KIT - KITCHEN
L.R. - LIVING ROOM
B.R. - BEDROOM

NOTE: ALL WALLS ARE 10 FT. IN HEIGHT.

EXHIBIT H - FLOOR PLANS 

55'



- 1 RECESSED AREA WINDOW 10' x 14'
- 2 SIDELIGHT 10' x 6'
- 3 PEER WINDOW 10' x 10'
- 4 SASH WINDOW 34' x 10'
- 5 SASH WINDOW 14' x 6'
- 6 SASH WINDOW 34' x 10'
- 7 SASH WINDOW 34' x 10'
- 8 SASH WINDOW 34' x 10'
- 9 RECESSED AREA WINDOW 10' x 14'
- 10 SASH WINDOW 34' x 10'
- 11 SASH WINDOW 34' x 10'
- 12 SASH WINDOW 34' x 10'
- 13 SASH WINDOW 34' x 10'
- 14 SASH WINDOW 34' x 10'
- 15 SASH WINDOW 34' x 10'
- 16 SASH WINDOW 34' x 10'
- 17 SASH WINDOW 34' x 10'
- 18 SASH WINDOW 34' x 10'
- 19 SASH WINDOW 34' x 10'
- 20 SASH WINDOW 34' x 10'

- 1 FLUSH DR. 10' x 6'
- 2 FLUSH DR. 10' x 6'
- 3 FLUSH DR. 10' x 6'
- 4 FLUSH DR. 10' x 6'
- 5 FLUSH DR. 10' x 6'
- 6 FLUSH DR. 10' x 6'
- 7 FLUSH DR. 10' x 6'
- 8 FLUSH DR. 10' x 6'
- 9 FLUSH DR. 10' x 6'
- 10 FLUSH DR. 10' x 6'
- 11 FLUSH DR. 10' x 6'
- 12 FLUSH DR. 10' x 6'
- 13 FLUSH DR. 10' x 6'
- 14 FLUSH DR. 10' x 6'
- 15 FLUSH DR. 10' x 6'
- 16 FLUSH DR. 10' x 6'
- 17 FLUSH DR. 10' x 6'
- 18 FLUSH DR. 10' x 6'
- 19 FLUSH DR. 10' x 6'
- 20 FLUSH DR. 10' x 6'

- 1 HEATER THERMOSTAT
- 2 RECESSED LIGHTS
- 3 1000 WATT RADIANT H.
- 4 1000 WATT RADIANT H.
- 5 1000 WATT RADIANT H.
- 6 1000 WATT RADIANT H.
- 7 1000 WATT RADIANT H.
- 8 1000 WATT RADIANT H.
- 9 1000 WATT RADIANT H.
- 10 1000 WATT RADIANT H.
- 11 1000 WATT RADIANT H.
- 12 1000 WATT RADIANT H.
- 13 1000 WATT RADIANT H.
- 14 1000 WATT RADIANT H.
- 15 1000 WATT RADIANT H.
- 16 1000 WATT RADIANT H.
- 17 1000 WATT RADIANT H.
- 18 1000 WATT RADIANT H.
- 19 1000 WATT RADIANT H.
- 20 1000 WATT RADIANT H.

- 1 BATH
- 2 WASHING
- 3 WATER CLOSET
- 4 FLUORESCENT LIGHTS
- 5 CUPB. KIT. CABINETS
- 6 FULL WIDTH MIRROR OVER ALL VANITIES
- 7 ALL TUBS HAVE 1/2" DIA. VENTS
- 8 TO EXTERIOR
- 9 ALL 1/2" DIA. VENTS TO EXTERIOR

REVISIONS		PHOENIX 1402-04-06	
NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

EAST AVE. 1st Floor

DESIGNED BY: J. C. GILBERT

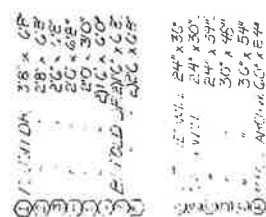
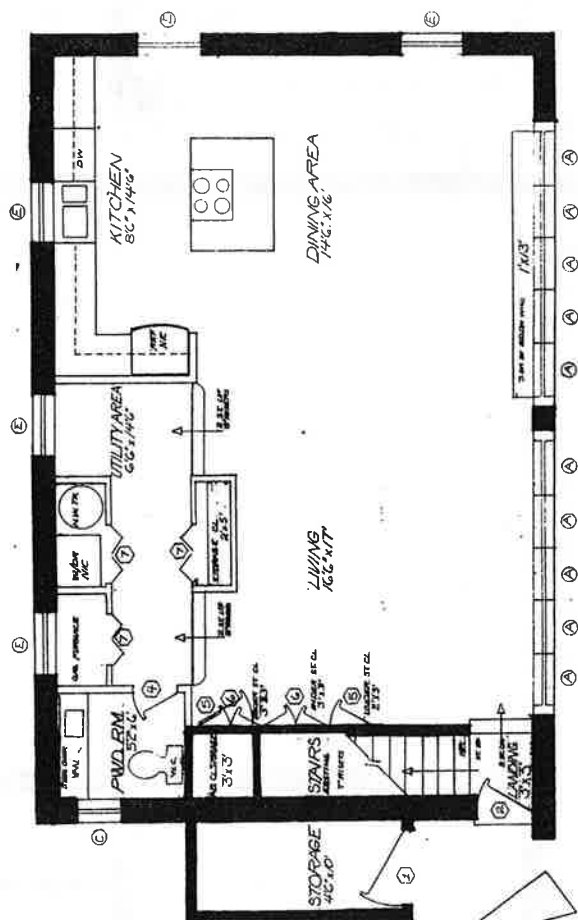
DATE: 10-1-54

SCALE: 1/4" = 1'-0"

PROJECT: COLVIN

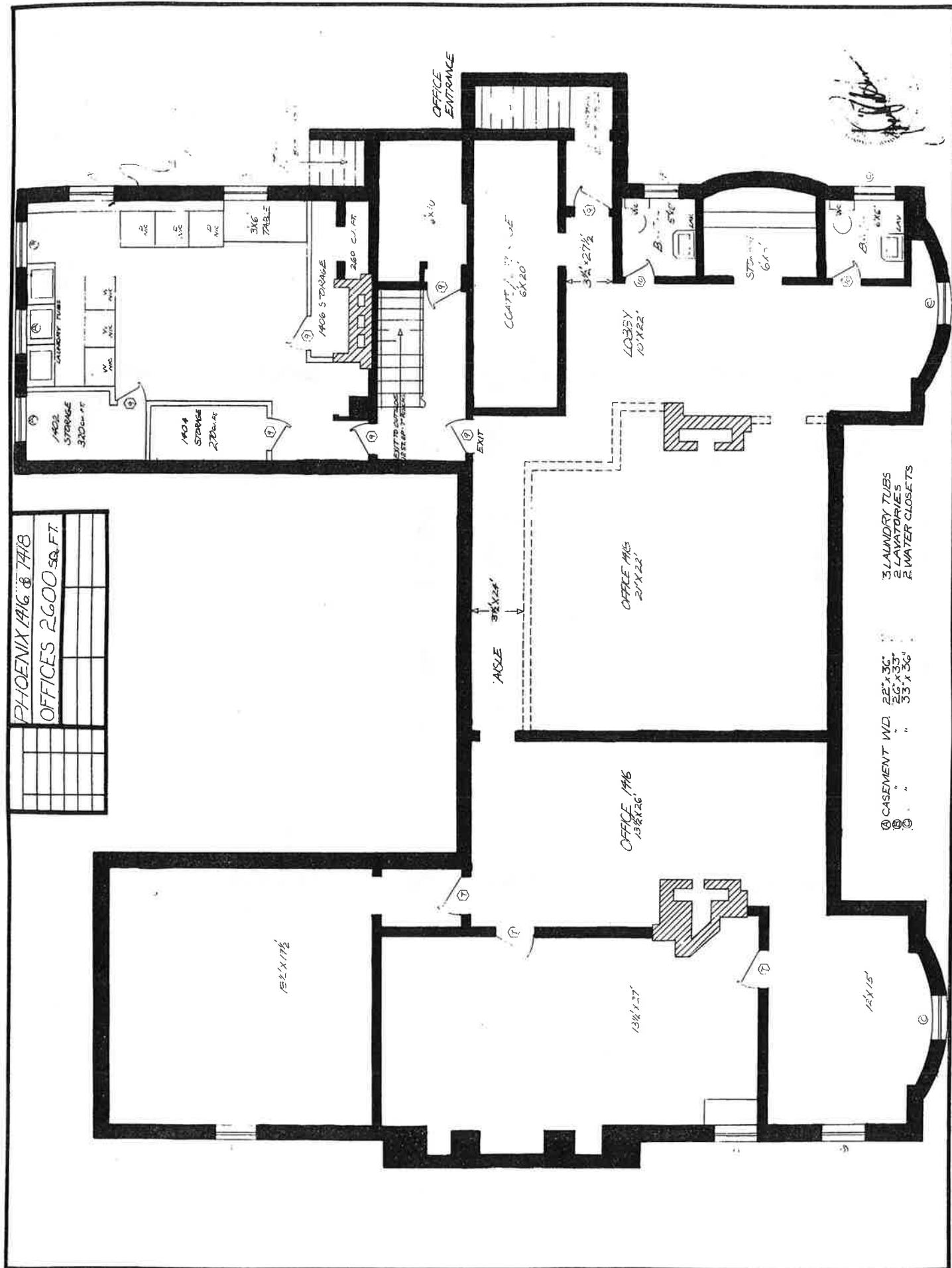


FLUORESCENT LIGHTING OVER KIT COUNTERTOP WITHIN KITCHEN CABINETS
FULL WIDTH THROUGHOUT ALL WALLS
ALL FINISHES HAVE BEEN COMPLETED
TO ENTIRE SATISFACTION
ALL BATH FLOORING HAS BEEN INSTALLED

[illegible]

CARRIAGE HOUSE

CAF 11	1656	10-11-5
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PURCHASE AGREEMENT

Made this _____ day of _____, 197_, between
LOWELL COLVIN, INC., a New York corporation, having its
principal place of business at 747 East Avenue, Rochester,
New York (hereinafter referred to as "Sponsor"), and
_____ residing at
_____ (hereinafter referred to as
"Purchaser").

In consideration of the mutual promises and under-
takings hereinafter set forth, the parties hereto mutually
agree as follows:

1. Sponsor hereby agrees to sell and convey and
Purchaser hereby agrees to purchase the Unit, designated as
Unit No. ____ (14__ East Avenue) in the Declaration for The
Phoenix Condominium (filed/to be filed) in the Office of the
Clerk of the County of Monroe, New York, together with a
_____ percent (___%) undivided interest in the common
elements appurtenant thereto upon the terms and conditions
hereinafter set forth.

2. The purchase price of the Unit is \$_____,
payable as follows:

EXHIBIT I

(a) At the time this Agreement is executed, there shall be paid to Sponsor a sum equal to \$ _____. This downpayment shall be deposited by Sponsor in an escrow account with Lincoln First Bank of Rochester entitled the "Phoenix Condominium Account." No part of such downpayment shall be used in the remodeling of the Unit nor shall any part thereof be released except in accordance with paragraphs 15 and 20 hereof.

(b) When the Unit is completed and ready for occupancy and the Condominium has been declared effective, there shall be a closing as provided in paragraph 7 below, and Purchaser shall pay the balance of the purchase price.

If Sponsor is required to make any changes, additions or substitutions to the Plans and Specifications for the Unit upon the written request or order of Purchaser, the cost of such change orders, if any, shall be added to the balance of the purchase price of the Unit to be paid by Purchaser at the closing of title.

3. Prior to the delivery of the Deed to Purchaser, Sponsor shall record the Declaration in the Office of the Clerk of Monroe County, New York and file the Plans in said Office. Such action shall be taken upon Sponsor obtaining necessary approval from all governmental authorities.

EXHIBIT I

4. By the recording of the Declaration and the filing of the Plans, Sponsor will declare the Condominium operative and will thereupon commence operations in accordance with the Condominium Documents. Written notices to Purchasers shall advise them of the date of such recording and filing.

5. Sponsor reserves the right to rent and to maintain a model unit for sales purposes.

6. This Agreement is contingent upon Purchaser's ability to obtain a written commitment for a conventional mortgage loan in an amount not less than \$_____ and an interest rate not greater than ____% from a local lending institution within _____ banking days from the execution of this Agreement. Purchaser agrees to immediately make an application for such commitment and to diligently and in good faith prosecute such application and if Purchaser is unable to secure such commitment within the time limit set forth above, all moneys paid down hereunder shall be returned to Purchaser and this Agreement shall thereupon become void. Purchaser agrees to promptly notify Sponsor of the issuance of such commitment or of his inability to obtain the same.

7. When the Unit has been completed and ready for occupancy and the Condominium has been declared effective,

Sponsor agrees to furnish Purchaser with an abstract of title, guaranteed tax and Federal court searches and a certificate of occupancy for the Unit and to convey the Unit to Purchaser warranty deed with lien covenant in the form annexed hereto as Exhibit "A". The closing shall take place within 10 days of the mailing of written notice to Purchaser that the Unit has been completed and the Condominium has been declared effective at Monroe County Clerk's Office or at such other place as the parties may agree upon. Sponsor covenants that the Unit shall be completed within either 60 days after the Condominium has been declared effective or 60 days after the execution of this purchase agreement, whichever occurs last.

8. The existence of unpaid taxes or liens of any kind at the time of closing shall not constitute an objection to title, provided Sponsor pays and discharges the same at or prior to the time of closing.

9. Sponsor agrees to repair, correct or replace, at Sponsor's sole cost and expense, any defects in materials used or workmanship performed by Sponsor in connection with the remodeling of the Unit which develop within six (6)

EXHIBIT I

months of the closing of title to the Unit. Sponsor further agrees to repair, correct or replace, at Sponsor's sole cost and expense, any defects in materials used or workmanship performed by Sponsor in connection with the remodeling of the common elements of the Condominium which develop and are reported to Sponsor within six (6) months after the Condominium has been declared effective or prior to the transfer of control of the Condominium to the unit owners, whichever occurs first. Sponsor shall deliver all manufacturer and subcontractor's warranties to Purchaser and/or the Board of Managers of the Condominium.

10. The Unit is to be conveyed subject to:

(a) The terms, conditions, covenants and provisions set forth in the Declaration and any amendments thereto required by law subsequent to the execution hereof and prior to the recording of the Declaration in the Office of the Clerk of Monroe County, New York, provided that a copy of each of said amendments is furnished to Purchaser prior to the closing.

(b) Zoning regulations and ordinances of the City of Rochester, amendments and additions thereto in effect at the date of the delivery of deed, provided the same are not violated by the Condominium.

(c) Sewer, water, electric, gas, telephone and other utilities easements and consents, if any, now or hereafter recorded, including the right to maintain and operate lines, wires, cables, poles and distribution boxes in, over, through and upon the Condominium and the Unit.

(d) Access and driveway and utility easements reserved in the Declaration over the Condominium Property.

Any or all of the foregoing "subject to" provisions may be omitted from the deed to be delivered hereunder but all such provisions so omitted shall nevertheless survive delivery of the deed.

11. A fee title insurance policy issued by Monroe Abstract and Title Corporation insuring the interest of Purchaser as owner of the Unit shall be made available to and may (but is not required to) be purchased at closing and delivery of the deed at Purchaser's expense. The commitment of Monroe Abstract and Title Corporation to insure the interest of Purchaser in an amount equal to the purchase price of the Unit, subject only to the exceptions set forth in paragraph 10 hereof, shall be conclusive evidence that title to the Unit is good and marketable.

12. In the event that Sponsor is unable to convey the premises in accordance with this Agreement, Purchaser shall have the right to accept such title as Sponsor is able

to convey, without any claim on the part of Purchaser for any reduction of the purchase price for defects or objections, or to rescind this Agreement.

13. The common charges and County, City and School taxes and other real property taxes which are due or paid in the year of closing but which are not issued upon the separate assessment of the nine units of the Condominium shall be adjusted between Sponsor and Purchaser as of the date of closing.

Unit meters for electricity and gas will be read on a date not more than five (5) days prior to closing of title hereunder and the charges for electricity and gas will be paid by Sponsor in accordance with such meter reading.

14. If Purchaser at the time of the delivery of the deed shall find that the Sponsor's title does not conform to the provisions of the agreement and it appears that such question of title may, according to reasonable expectation be removed as an objection within 60 days, Sponsor, at its election shall have the privilege to remove or satisfy the same and shall, for that purpose, be entitled to an adjournment of the closing of title for a period not exceeding 60 days, Purchaser's obligations hereunder to remain in

full force and effect in the meantime. Nothing herein contained shall require Sponsor to bring any action or proceeding or incur any expense in order to remove such question of title and any attempt by Sponsor to cure such question of title shall not be construed as an admission by Sponsor that such objection is one that would give Purchaser the right to refuse delivery of the deed. Provided, however, that if Sponsor elects the adjournment above provided for, Sponsor shall then be required to take all reasonable steps and to make all reasonable efforts necessary to remove such question of title including the commencement of any action or proceeding which may be necessary to effect this result.

15. In the event that: (a) Sponsor shall be unable to convey the Unit in accordance with this Agreement and Purchaser elects to rescind this Agreement; or (b) the Offering Plan is not declared effective on or before November 30, 1977, Sponsor shall refund to Purchaser the downpayment made hereunder by Purchaser unless previously forfeited, and upon such refund being made to Purchaser this Agreement shall be cancelled and become null and void and of no force and effect and Sponsor shall be under no obligation or liability whatsoever to Purchaser for any damages that Purchaser may have sustained and neither party will have any

further claim against the other under the terms of this Agreement.

16. The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Sponsor to be performed pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive delivery of the deed.

17. Purchaser hereby acknowledges that he has received a copy of the Declaration and Offering Plan for the Phoenix Condominium at least 72 hours prior to the execution of this Purchase Agreement, and that he has examined the Unit, the Condominium property, the Plans and Specifications, the Declaration and the Offering Plan, and is familiar with the same. Sponsor has not made and does not make any representations as to the physical condition, expense, operation or any other matter or thing affecting or relating to the Unit or the Condominium property when completed except as herein and in the Declaration and Offering Plan specifically set forth.

18. Purchaser covenants, for himself, his successors, distributees and assigns, that he will abide by the provisions of the Declaration. This covenant shall survive delivery of the Deed.

19. Inasmuch as Purchaser is acquiring the Unit for his personal use and occupancy, this Agreement shall not be assigned or transferred by Purchaser without the written consent of Sponsor.

20. Sponsor will hold all downpayments, deposits, or other monies in trust, in a special escrow account entitled "Phoenix Condominium" at Lincoln First Bank of Rochester, until actually employed in connection with the consummation of the transaction as herein described. "Consummation of the transaction," as used herein, shall mean transfer of title and delivery of the Deed to Purchaser. In the event the Offering Plan is abandoned or withdrawn for any reason, or if title to the Unit is not acquired by Purchaser in accordance with this Agreement, or if the Offering Plan has not been declared effective on or before November 30, 1977 for any reason whatsoever, then such downpayment, deposit or other monies shall be fully returned to Purchaser, without interest. Amounts paid by Purchaser will be handled in accordance with the provisions of Section 352(h) of the New York General Business Law.

If Purchaser is notified in writing by Sponsor that he is in default under the terms of this Agreement and fails to cure said default within 10 days thereafter, the

downpayment, deposit and/or other monies paid pursuant to this Agreement shall be forfeited by Purchaser and released from the trust fund and escrow account to Sponsor.

21. At the closing of title and simultaneously with the delivery to Purchaser of the deed conveying the unit, Purchaser shall execute and acknowledge a power of attorney in the form set forth in the Offering Plan as Schedule K. This power of attorney shall be recorded in the Office of the Clerk of the County of Monroe.

22. Any notice to be given hereunder shall be in writing and sent by registered mail to Purchaser at the address given below and to Sponsor at 747 East Avenue, Rochester, New York, 14607, (with copy to NIXON, HARGRAVE, DEVANS & DOYLE, Lincoln First Tower, Rochester, New York, 14603), or at such other address as either party may hereafter designate to the other in writing. The date of mailing shall be deemed to be the date of the given notice.

23. Purchaser represents and warrants to Sponsor, that Purchaser did not negotiate with any broker for the purchase of the Unit.

24. All pronouns and all variations set forth in this Agreement shall be construed so as to refer to the

masculine, feminine, neuter, singular or plural form thereof as the identity of the person or persons or the situation may require.

25. All understandings and agreements heretofore made between the parties hereto are merged in this Agreement which fully and completely expresses the parties' agreement and the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement made by the other.

26. This Agreement may not be changed or terminated orally.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

_____ (SEAL)

Purchaser (SEAL)

Purchaser

(Address of Purchaser)

LOWELL COLVIN, INC.

By : _____

This Indenture,

Made the _____ day of _____
Nineteen Hundred and Seventy-seven

Between LOWELL COLVIN, INC.

a corporation organized under the laws of the State of New York,

party of the first part, and

~~Witnesseth~~ that the party _____ of the first part, in consideration of

Dollar (\$ _____)

lawful money of the United States.

paid by the part _____ of the second part, does hereby grant and release unto the
part _____ of the second part, and assigns forever, all

that certain piece or parcel of real property with the improvements therein contained, situate and being a part of THE PHOENIX CONDOMINIUM in the City of Rochester, County of Monroe and State of New York, known and designated as Unit _____, East Avenue, together with an undivided _____ percentage interest in common elements of said Condominium as the same is defined in the Declaration of Condominium to which reference is hereinafter made.

The real property above described is a unit for residential use and is shown on the Plans of The Phoenix Condominium annexed as Schedule A to the Declaration prepared and certified by Joseph R. Hampson, Licensed Architect, and filed in the Office of the Clerk of the County of Monroe on the _____ day of _____, 1977 in Liber _____ of Deeds, at page _____, covering the property herein described as follows:

ALL THAT TRACT OR PARCEL OF LAND, containing .87 acres, more or less, being part of Lot 35, Second Subdivision of Lots, Township 13, Range 7 in the City of Rochester, County of Monroe, State of New York and further known as Lot No. 1 of the Phoenix Subdivision as shown on a Subdivision Map of Lots Nos. 1 and 2 of said Phoenix Subdivision, dated December 13, 1976 and revised January 7, 1977 and January 18, 1977, as prepared by Thomas F. Frazer, P.E., Consulting Engineer and filed in the Monroe County Clerk's Office in Liber _____ of Maps, page _____ (hereinafter the "Phoenix Subdivision Map"), being more particularly bounded and described as follows:

BEGINNING at a point in the northerly line of East Avenue, which said point is 325 feet westerly from the point of intersection of the north line of East Avenue with the division line between the lands formerly owned by Thomas E. Blossom and lands formerly owned by A.J. Fisk and conveyed by Henry G. Strong and his wife to Stella B. Ingmire by deed dated August 8, 1910 and recorded in Monroe County Clerk's Office in Liber 825 of Deeds, page 466; thence (1) running westerly in the northerly line of East Avenue a distance of 161.00 feet; thence (2) northerly at an interior angle of 90° 32' 37" a distance of 227.83 feet; thence (3) easterly at an interior angle of 89° 27' 23" a distance of 91.89 feet; thence (4) northerly at an interior angle of 270° a distance of 16.41 feet; thence (5) easterly at an interior angle of 90° a distance of 68.96 feet; thence (6)

southerly at an interior angle of 90° 32' 37" a distance of 244.23 feet to the point or place of beginning.

Together with the easements and rights described and set forth in the Declaration of Condominium to which reference is made below.

Subject to easements of record and also subject to easements reserved by party of the first part in the Declaration of Condominium for the benefit of Lot 2 of the Phoenix Subdivision.

ASSUMPTION OF DECLARATION OF CONDOMINIUM

Parties of the second part, by acceptance hereof and by agreement with party of the first part, hereby expressly assume and agree to be bound by and comply with all the covenants, terms, provisions, and conditions set forth in the DECLARATION OF THE PHOENIX CONDOMINIUM AND SCHEDULES THERETO as recorded in the Office of the Clerk of the County of Monroe in Liber _____ of Deeds, at page _____, including but not limited to the obligations to make payment of common charges and other assessments for the maintenance and operation of THE PHOENIX CONDOMINIUM, which may be levied against the above described unit.

~~Together~~ with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the premises herein granted unto the part of the second part, and assigns forever.

And the party of the first part covenants as follows:

First, That the part of the second part shall quietly enjoy the said premises:

Second, That the party of the first part will forever ~~Warrant~~ the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Presence of

In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this _____ day of _____ Nineteen Hundred and _____

By _____

State of New York

County of

before me personally came

ss. On this _____ day of _____ Nineteen Hundred and _____

to me personally known, who, being by me duly sworn, did depose and say that _____ that he is _____ he resides in _____

the _____ of _____ the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed _____ name thereto by like order.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT I, (WE), owner(s) of Unit No. ____ (14__ East Avenue) in a condominium known as the Phoenix Condominium located at 1430 East Avenue in the City of Rochester, County of Monroe and State of New York have made, constituted and appointed, and by THESE PRESENTS do make, constitute and appoint the Board of Managers of said Phoenix Condominium, my (our) true and lawful attorney, coupled with an interest, for me (us) and in my (our) name, place and stead, to perform all the functions set forth in the Declaration and By-Laws of said Phoenix Condominium and in particular, but without limitation, to perform the powers and duties set forth in Article II, section E(n) of said By-Laws, and all other functions necessary for the effective operation and management of said Condominium, hereby giving and granting unto my (our) said attorney full power and authority to do and perform all and every act or thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes, as I (we) might or could do if personally present, with full power of substitution and revocation, hereby ratifying and conforming all that my (our) said attorney, or his substitute, shall lawfully do or cause to be done by virtue thereof.

Exhibit "K"

IN WITNESS WHEREOF, I (we) have hereunto set my
(our) hand(s) and seal(s) the ____ day of _____, in the
year One Thousand Nine Hundred and Seventy ____.

In the Presence of

DECLARATION

THE PHOENIX CONDOMINIUM

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DECLARATION OF CONDOMINIUM

Affecting the land and all improvements thereon known as The Phoenix Condominium, a condominium, lying and being lot No. 1 of the Phoenix Subdivision at 1430 East Avenue, City of Rochester, County of Monroe and State of New York as more particularly described in Schedule "A" attached hereto.

DECLARATION. Sponsor hereby declares on behalf of itself, its successors, grantees and assigns, as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of this property as follows:

The property above described from and after the date of the recording of this Declaration in the office of the Clerk of Monroe County, shall be and continue subject to the provisions of the Condominium Act and to each and all of the terms hereof until this Declaration is terminated or abandoned in accordance with provisions contained herein.

ARTICLE I - DEFINITIONS

The terms used herein shall be defined as follows:

A. Common Interest. Each unit's proportionate, undivided interest in fee simple absolute in the common elements.

B. Common Elements. All that part of the Condominium Property which is not within the individual units as shown on Schedule "B" hereto, including land, driveways, parking spaces, masonry walls, parking facilities, walkways, landscaping, dumpster area with screening walls, installations for electricity, gas, water, sewage, all apparatus and installations existing for common use, foundation and exterior walls of the units and their roofs, fire escapes, and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

C. Restricted Common Elements. Common elements restricted to the exclusive use and enjoyment of the owner of a particular unit.

D. Common Charges. Each unit's proportionate share of the common expenses in accordance with its common interest. The common expenses shall include:

1. Maintenance, management, operation, repair and replacement of the common elements. The cost of maintenance and repair of foundation and exterior walls of the units and their roofs shall constitute a common charge; and

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

accountants, attorneys, and other employees; and

3. Any other items, including insurance, held by or in accordance with the provisions of this Declaration.

E. Condominium. The term "Condominium" as herein used shall mean The Phoenix Condominium.

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

G. Plans. The plans for The Phoenix Condominium shall be filed in the Office of the Clerk of the County of Monroe, State of New York, and shall be annexed to this Declaration as Schedule "B". They shall consist of the following documents: (1) Subdivision map of the Phoenix Subdivision, dated December 10, 1976 and revised January 10, 1977 and January 18, 1977, prepared by Thomas F. Frazer, P.E., Consulting Engineer, (2) Plot plan showing units (their unit designation, address and tax account numbers), the common elements which are common areas, together with

(3) Floor plans prepared and certified by Joseph R. Hampson, Registered Architect, showing layout, locations and approximate dimensions of the units.

H. Condominium Documents. The Declaration, By-Laws and Rules and Regulations of The Phoenix Condominium, as the same from time to time may be amended. The By-Laws and Rules and Regulations shall be recorded with this Declaration in the Office of the Clerk of the County of Monroe as Schedules "C" and "D", respectively.

I. Unit. Unit means a part of the Condominium Property intended for residential or office use and to be held in fee simple by the owner thereof.

ARTICLE II - COMMON ELEMENTS USE

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

A. Allocation of Common Interest. Each unit owner shall have the following undivided interest in the common elements which shall serve as the basis of the apportionment of the common charges:

<u>Residential Unit</u>	<u>Address</u>	<u>Floor Area in sq. feet</u>	<u>Interest</u>
1	1402 East Avenue	1575	12.98%
2	1404 East Avenue	1050	8.65%
3	1406 East Avenue	1150	9.48%
4	1408 East Avenue	1450	11.95%
5	1410 East Avenue	1100	9.07%
6	1412 East Avenue	1550	12.78%
7	1414 East Avenue	1656	13.65%

<u>Office Unit</u>	<u>Address</u>	<u>Floor Area in sq. feet</u>	<u>Interest</u>
1	1416 East Avenue	1300	10.72%
2	1418 East Avenue	1300	10.72%

The percentage interest of each unit in the common elements has been determined upon the basis of the approximate proportion of the floor area of the unit to the aggregate floor area of all units.

B. Common Interest. The unit owner's percentage interest in the common elements may be altered only by amendment hereof executed in form for recording by all the unit owners and first mortgagees of such owners in an amended Declaration. No alteration of a percentage interest in the common elements shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

The common interest of each unit owner in the common elements is appurtenant to the unit owned by him and inseparable from unit ownership.

C. Restricted Common Elements. There shall be restricted common elements devoted to the exclusive use of the particular unit or units to which they appertain. Such restricted common elements shall consist of:

1. The car port immediately adjacent to

residential unit 2 (1404 East Avenue) which shall be restricted to Unit 2.

2. The storage facilities in the basement laundry room which shall be restricted to units 1, 2 and 3 (1402, 1404 and 1406 East Avenue, respectively).

The duties and cost of maintenance of restricted common elements shall be the responsibility of the individual unit owner enjoying the exclusive use thereof subject to the general oversight of the Board of Managers.

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

E. Rules and Regulations. No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Board of Managers. Without in any manner intending to limit the generality of the foregoing, the

Board of Managers shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common elements to unit owners and their respective families, visitors, guests, invitees and employees.

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

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

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

I. Alterations and Improvements. The Board of Managers shall have the right to make or cause to be made such alterations and improvements to the common elements as

it deems necessary or advisable, provided that the making of such alterations and improvements shall be first approved by vote of the Board of Managers and by all first mortgagees of individual units. The cost of such alterations or improvements shall be assessed as a common charge.

ARTICLE III - MAINTENANCE AND REPAIRS OF UNITS

A. Unit Owner's Responsibility. The responsibility of the unit owner shall be to maintain, repair and replace at his expense, all portions of the unit, including, but not limited to, floors, walls, ceilings, conduits, ducts, plumbing, water service inside unit area, wiring and all other required maintenance work on the entire unit area apart from the interests in and portions designated as common elements. The unit owner shall also be responsible for the maintenance of any restricted common element appurtenant to his unit.

B. Right of Entry. The Board of Managers or any one or more qualified persons designated by the Board of Managers shall have the right and authority to enter upon and within any unit, in the presence of the owner thereof or otherwise, for the purpose of (1) making emergency repairs therein, (2) performing necessary maintenance or repairs to portions of the common elements, (3) abating any nuisance,

or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such unit, or (4) for any other purpose reasonably related to the performance by the Board of Managers or its responsibilities under the terms of this Declaration or the By-Laws as the same may from time to time be amended or modified. This right of entry shall be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the possession, use and/or enjoyment of the owner or occupant of such unit and shall be preceded by reasonable notice to the owner or occupant thereof wherever the circumstances permit.

The cost of any repairs performed under Right of Entry shall be borne by:

- (a) The particular unit owner insofar as the repair concerns his unit, or any of its appurtenances or improvements.
- (b) All unit owners as a common charge insofar as the repair concerns a portion or portions of common elements.

ARTICLE IV - COMPOSITION OF UNITS

A. Real Property. Each unit, together with the space within it as shown on the Plans and its appurtenant interest in the common elements, shall for all purposes,

constitute a separate parcel of real property which is owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Condominium Property, subject only to the provisions of this Declaration.

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

Each unit is measured horizontally from the interior surfaces of all walls to the interior surface of all opposite walls. Vertically each unit is measured from the surface of the floor of the unit up to the surface of the ceiling. Doors, windows and balconies which open from or abut a unit are a part of the unit.

All pipes, wires, conduits and utility lines or portions thereof located within the units shall be owned by the unit owner. Any portion of the pipes, wires, conduits and public utility lines not owned by the public utility companies and located in the common elements will be owned in common by all the unit owners.

C. Street Addresses. The following street addresses and tax account numbers shall constitute the identity of the units:

<u>Residential Units</u>	<u>Address</u>	<u>Tax Account No.</u>
1	1402 East Avenue	69310-01-0
2	1404 East Avenue	69310-02-0
3	1406 East Avenue	69310-03-0
4	1408 East Avenue	69310-04-0
5	1410 East Avenue	69310-05-0
6	1412 East Avenue	69310-06-0
7	1414 East Avenue	69310-07-0

Office Units.

1	1416 East Avenue	69310-08-0
2	1418 East Avenue	69310-09-0

D. Layout of Units. 1402 East Avenue, a residential two bedroom unit on the first floor of the Main Building, shall contain a foyer, living room with fireplace, dining room with fireplace, kitchen, two bedrooms, music room (den), dressing room, powder room and bathroom. The total living area shall consist of approximately 1575 square feet. This unit shall have the exclusive use and possession of a storage area in the basement as designated on the Plans and immediate access to the driveway, parking and walkway to the west, front lawn to the south and terrace to the north of the Main Building.

1404 East Avenue, a residential two bedroom unit

on the first floor of the Main Building, shall contain a living room combined with a dining room, a kitchen, two bedrooms one of which shall have a fireplace, walk-in-bar, bathroom and powder room. The living area shall consist of approximately 1050 square feet. This unit shall have the exclusive use and possession of the car port adjacent to the unit and a storage area in the basement as designated on the Plans. The unit shall also have immediate access to the driveway to the east, the terrace to the north and the front lawn to the south of the Main Building.

1406 East Avenue, a residential two bedroom unit on the first floor of the Main Building, shall contain a living room with fireplace, kitchen, two bedrooms and two bathrooms. The living area shall consist of approximately 1150 square feet. This unit shall have the exclusive use and possession of a storage area in the basement as designated on the Plans and immediate access to the driveway, and parking to the west and front lawn to the south of the Main Building.

1408 East Avenue, a residential two bedroom unit on the second floor of the Main Building, shall contain a dining room combined with a living room with fireplace, kitchen, two bedrooms, and two bathrooms. The living area shall consist of approximately 1450 square feet. This unit

shall have the exclusive use and possession of an appurtenant balcony (4' x 14') and approximately 800 square feet of attic storage space. The unit shall also have immediate access to the hallway and staircase from the second floor to the first floor and main entrance, driveway and parking to the west and front lawn to the south of the Main Building.

1410 East Avenue, a residential two bedroom unit on the second floor of the Main Building, shall contain a living room combined with a dining room, a kitchen, two bedrooms one of which shall have a fireplace, powder room and bathroom. The total living area shall consist of approximately 1100 square feet. This unit shall have the exclusive use and possession of approximately 800 square feet of attic storage space and immediate access to the hallway and staircase from the second floor to the first floor and main entrance, driveway and parking to the west and front lawn to the south of the Main Building.

1412 East Avenue, a residential two bedroom unit on the second floor of the Main Building, shall contain a living room combined with a dining room, a fireplace in the living room, kitchen, two bedrooms, bathroom, powder room and hallway from the second to the first floor. The total living area shall consist of approximately 1550 square feet. This unit shall have the exclusive use and possession of

approximately 800 square feet of attic storage space and immediate access to the hallway and staircase from the second floor to the first floor and main entrance, driveway and parking to the east and front lawn to the south of the Main Building.

1414 East Avenue, a residential two bedroom unit in the Carriage House, shall contain two floors with living room, dining room, kitchen, two bedrooms and two bathrooms. The total living area shall consist of approximately 1656 square feet. 1414 East Avenue shall have a separate storage area as designated on the plans and immediate access to the driveway, parking area and front lawn to the south of the Carriage House.

1416 East Avenue constitutes office Unit I in the basement of the Main Building. The total office space available shall be 1300 square feet. Sponsor will be flexible in the design and layout of the unit to fit the particular office use contemplated and the needs of the purchaser. The office use must however comply with existing zoning laws. 1416 East Avenue shall share lobby, coat-room facilities and visitor powder room facilities with 1418 East Avenue, office Unit II. 1416 East Avenue shall have immediate access to the hallways and staircases from the basement to the first floor and main entrance. Four parking

spaces will be assigned to this unit. Two of these parking spaces will be located to the west of the Main Building. The remaining two will be located to the east of the Main Building. The owner and his visitors, patients, invitees, or customers may use only the designated parking spaces and may not use any of the parking spaces assigned to the residential units.

1418 East Avenue constitutes office Unit II in the basement of the Main Building. The total office space available shall be 1300 square feet. Sponsor will be flexible in the design and layout of this Unit to fit the particular office use contemplated and the needs of the purchaser. The office use must however comply with existing zoning regulations. 1418 East Avenue shall share lobby, coatroom facilities and visitor powder room facilities with 1416 East Avenue, office Unit I. 1418 East Avenue shall have immediate access to the hallways from the basement to the first floor and main entrance. Four parking spaces will be assigned to this unit. Two of these parking spaces will be located to the west of the Main Building. The remaining two will be located to the east of the Main Building. The owner and his visitors, patients, invitees or customers may use only the designated parking spaces and may not use any of the parking spaces assigned to the residential units.

ARTICLE V - USE RESTRICTIONS

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

A. Type of Units. The seven residential units shall be used for dwelling purposes only. The two office units shall be used for office purposes only.

B. Use of Common Elements. The common elements shall be used only for their intended purpose and for the utilization and enjoyment of the units.

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

D. Nuisances. No nuisances shall be allowed upon the Condominium Property nor shall any use or practice be allowed which interferes with the peaceful possession and quiet enjoyment of the Condominium Property by the unit owners.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction

thereof shall be observed.

F. Interpretation. In interpreting deeds, mortgages and plans, the physical boundaries of the units or of a unit remodeled in substantial accordance with the original plan therefor shall be conclusively presumed to be its boundaries rather than the metes and bounds description expressed in any deed, mortgage or plans, regardless of minor variance between boundaries shown on the plans or in the deed and those of the building.

G. Regulations. Regulations concerning use of the Condominium Property may be promulgated by the Board of Managers as hereinabove set forth; provided, however, that copies of such regulations are furnished to each unit owner prior to the time that the same become effective. The initial regulations in Schedule "D" attached hereto shall be deemed effective until the same are amended and recorded in the Office of the Clerk of Monroe County by the Board of Managers. No regulations or amendments thereto shall impair or limit the rights of mortgagees as elsewhere recited.

ARTICLE VI - CONVEYANCE

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

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

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

2. Option of Board Managers. Within 15 days after receipt of such notice, the Board of Managers shall give notice to the unit owner desiring to sell or lease either waiving the right of first refusal or presenting an offer on behalf of a substitute purchaser or lessee or the remaining unit owners of the Condominium on terms at least as favorable to the seller or lessee as the terms stated in his notice. In the event that a substitute purchaser or lessee or the remaining unit owners make an offer, the offeror may have not less than 45 days subsequent to the date of acceptance by the seller within which to close the transaction or execute the lease.

The unit owner giving such notice shall be bound to consummate the transaction with such substitute purchaser or lessee or the remaining unit owners, as the case may be.

3. Failure to Act. In the event the Board of Managers waives its right of first refusal, its waiver shall be in recordable form signed by an officer of the Board and shall be delivered to the purchaser or lessee. The failure of the Board of Managers to act within such 15 day period shall be deemed to constitute a waiver of the right of first refusal but, upon

written request of the purchaser or lessee, the Board of Managers shall prepare and deliver a written waiver in recordable form, as aforesaid.

B. Unauthorized Transactions. Any sale, transfer, conveyance, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration may be voided by the Board of Managers, at its option.

C. Certification by Board of Managers. Upon request by a unit owner or by a prospective purchaser or lessee of a unit, the Board of Managers shall provide a written statement certifying the kind and amount of current annual common charges assessed against the unit. Such statement shall further certify the kind and amount of any common charges and special assessments which are accrued and unpaid as of the date when the request is made. Neither grantor nor grantee shall be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid common charges against such unit accrued prior to the conveyance thereof in excess of the amount certified in such statement.

D. Mortgage. No unit owner may mortgage his unit or any interest therein, except for a first mortgage made to a bank, life insurance company or Federal or state savings

and loan association, without the prior written approval of the Board of Managers. Every mortgage which is not held by a bank, life insurance company or Federal or state savings and loan association shall be invalid as a lien against the unit without the approval of the Board of Managers. The action of the Board of Managers in consenting to the making of a mortgage shall be in the same form as a waiver of its right of first refusal with respect to a sale, transfer, conveyance or lease..

ARTICLE VII - ADMINISTRATION

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

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

B. By-Laws. The By-Laws of the Condominium shall be in the form attached hereto as Schedule "C" until amended in the manner therein provided.

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

The powers and duties of the Board of Managers shall be exercised in the manner provided by the By-Laws and any duties or rights of the Board of Managers which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that

wherever this Declaration requires the act or approval of the Board of Managers, such act or approval must be that of the Board done or given in accordance with the By-Laws.

D. Determinations by the Board of Managers.

Generally the votes of a majority of the members of the Board of Managers at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. However, (a) any determinations which affect only the residential units shall be made by a majority of those managers elected by the residential unit owners at a meeting at which a quorum of all managers, office and residential, are present, and (b) any determinations which affect only the office units, including but not limited to office operation, office hours and office parking during office hours, shall be made by a majority or consensus of those managers elected by the office unit owners at a meeting at which a quorum of all managers, office and residential are present.

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

F. Service of Process. Service of process in connection with any action commenced against the Condominium or its Board of Managers may be made upon the President or

Secretary thereof at the unit in the Condominium of which he is the owner or owner's nominee.

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

ARTICLE VIII - INSURANCE

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

A. Authority to Purchase. Except builders' risk and other required insurance furnished by Sponsor during remodeling, all insurance policies covering the Condominium Property (with the exception stated below in C) shall be purchased by the Board of Managers for the benefit of the unit owners and their respective mortgagees as their interests may appear and shall provide for the issuance of a certificate of insurance with mortgagee endorsement to any permitted holder of a first mortgage lien on a unit and shall include a waiver of the right of subrogation as to any claims against unit owners, the Board of Managers and their

respective employees, agents, and guests. Such policies and endorsements shall be deposited with the Board of Managers.

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

C. Unit Owner's Right to Purchase Insurance Coverage. Each unit owner may obtain insurance, at his own expense, affording additional coverage upon improvements and betterments of his unit and coverage upon his personal property and for his or her personal liability and additional insurance required by law, if any, provided that such insurance shall contain the same waiver of subrogation as that to which reference is made in paragraph A above and provided that such insurance shall not in any way affect or diminish the insurance procured by the Board of Managers. To the extent that a unit owner obtains coverage for any risk related to his unit or the Condominium Property from an insurer other than the Condominium's insurer, he shall provide current certificates of coverage and deliver them to the Board of Managers.

D. Coverage.

1. Property Insurance. The Condominium

Property shall be insured in an amount equal to the maximum insurable replacement value thereof as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

- (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and
- (b) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Condominium structures, including but not limited to, vandalism, malicious mischief, windstorm and additional perils.

2. Public Liability and Property Damage.

Insurance covering public liability and property damage shall be provided in such amounts and in such forms as shall be required by the Board of Managers.

3. Workmens Compensation. Should workmens compensation insurance be required by law for the Condominium, a workmens compensation insurance policy

meeting those requirements shall be procured by the Board of Managers.

4. Cross-liability Endorsements. All liability insurance shall contain cross-liability endorsements to cover liabilities of the unit owners as a group (Board of Managers) to an individual unit owner, and cross-liability endorsements to cover liabilities of an individual unit owner to the unit owners as a group (Board of Managers).

E. Premiums. Premiums for insurance policies purchased by the Board of Managers shall be paid by the Board and constitute a common charge.

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

1. Common Elements. Proceeds on account of

damage to common elements - for each unit owner and his mortgagee, if any, in accordance with such owner's percentage interest in the common elements.

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

- (a) partial destruction (when the structure is to be restored) - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each damaged unit. The Board of Managers shall certify the appropriate portions as aforesaid, and each unit owner shall be bound by such certification.
- (b) total destruction of a structure (where the structure is not to be restored) - for all units in that structure, their proportionate share based on the insured value of their unit of that structure.

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

G. Distribution of Proceeds. Proceeds of insurance policies received by the Board of Managers, as Insurance Trustee, shall be distributed to or for the benefit of

the beneficial owners, in the following manner:

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

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

ARTICLE IX - RECONSTRUCTION OR REPAIR
OF CASUALTY DAMAGE

A. Responsibility. If any portion of the two buildings in which the nine units are contained shall be damaged by fire or other casualty, the damaged portion shall be reconstructed or repaired unless at a meeting of the members of the Board of Managers, which shall be called prior to commencement of such reconstruction or repair, this Declaration is terminated.

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

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

3. Allocation of Responsibility. In the event of damage by fire or other casualty, the unit owner shall be responsible for the reconstruction and

repair of the interior of his unit, including but not limited to partitions, floors and appliances. The Board of Managers shall be responsible for the reconstruction and repair of common elements.

B. Procedure.

1. Estimate of Costs. Immediately after a casualty the Board of Managers shall obtain reliable and detailed estimates of the cost of reconstructing or restoring the damaged property. Such costs may include professional fees and premiums for such bonds as the Board of Managers desires.

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

2. Construction Funds. The funds for payment of the cost of reconstruction and repair after

casualty, which shall consist of proceeds of insurance held by the Board of Managers and funds collected by the Board of Managers from assessments against unit owners, shall be disbursed in payment of such cost.

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

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

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

ARTICLE X - TAXES AND SPECIAL ASSESSMENTS

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

ARTICLE XI - ASSESSMENTS

Assessments against the unit owner shall be made by the Board of Managers and paid by the unit owners of the Condominium in accordance with the following provisions:

A. Assessment for Common Expenses. Each unit owner shall be liable for a share of the common expenses as assessed for the purpose of securing the proper management, maintenance and operation of the Condominium. Such share shall correspond to the owner's percentage interest in the common elements, and any common surplus shall be owned by each unit owner in a like share.

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

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

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

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

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

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

D. Assessments for Common Expenses. Assessments for common expenses shall be made annually and in advance for each calendar year on or before the second Monday in December of the year preceding the year for which the assessment is made. The annual assessment shall be due and payable in twelve equal consecutive monthly payments, on the first day of each month, beginning with January of the year for which the assessment is made. The total of the assessments shall be in the amount of the estimated common expenses for the year as required for the proper management, maintenance and operation of the Condominium, including a reasonable allowance for contingencies and reserves less the amounts of unneeded common expense account balances. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

In the first calendar year or part thereof of the Condominium's existence, the common expenses shall be calculated by Sponsor and assessments prorated to the unit owners as they acquire title to their respective units. Such prorated shares shall be due and payable in one installment at the time of closing. There also shall be collected from the unit owner at closing (and thereafter, if necessary) a

prorated share of the real property taxes for the Condominium Property until the units are separately assessed and taxed by the taxing authority.

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

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

G. Assessment Roll. The assessments against all unit owners shall be set forth upon a roll of the units which shall be available in the office of the Condominium for inspection at all reasonable times by unit owners or their duly authorized representatives. Such roll shall indicate for each unit the name and address of the owner or owners, the assessment and the amount thereof paid and unpaid. A certificate made by the Board of Managers as to the status of a unit owner's assessment account shall limit the liability of any person for whom made other than the unit owner. The Board of Managers shall issue such certificates to such persons upon the written request of the unit owner.

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

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

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

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

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

K. Suit. The Board of Managers, on behalf of the unit owners, in its discretion, may enforce collection of due and unpaid assessments by suit at law or by foreclosure

of the liens securing the assessments, or by any other competent proceedings, and in any event, the Board of Managers, on behalf of the unit owners, shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the then maximum legal rate of interest per annum, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, reasonable attorneys' fees.

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

ARTICLE XII - COMPLIANCE, DEFAULT

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

- A. Legal Proceedings. Failure to comply with any

of the terms of the Condominium Documents shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and such relief may be sought by the Board of Managers or, if appropriate, by an aggrieved unit owner.

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

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

D. Cumulative Rights. All rights, remedies, and privileges granted to the Board of Managers or a unit owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising

such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

ARTICLE XIII - LIABILITY FOR DAMAGE AND
INDEMNIFICATION

Each unit owner shall agree to and be governed by the following provisions on liability for damages and indemnification:

A. Liability for Damage. All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Condominium. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

B. Indemnification. In the event any personal injury or property damage is sustained by any person while physically within a unit or on a balcony attached thereto and such injury or damage shall result in a claim or suit

against the owner of another unit or against the Board of Managers, any of its officers, agents or employees, the owner of the unit or balcony within which such injury or damage occurred shall (1) indemnify and hold harmless such other owner and/or the Board or Managers or any of its officers, agents or employees against whom the claim or suit is brought and (2) defend, at his own cost and expense, any litigation resulting therefrom in which such other owner and/or the Board or Managers or any of its officers, agents or employees has been made a party; provided that no such obligation shall exist with respect to such other owner or person whose negligence or willful misconduct caused or contributed to the cause of any such injury or damage.

ARTICLE XIV - AMENDMENTS

Except for alterations in each unit owner's percentage interest in the common elements which require the consent of all unit owners and their mortgagees, the Condominium Documents may be amended in the following manner:

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

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

a proposed amendment is considered.

2. Resolution. A resolution adopting a proposed amendment may be passed by the Board of Managers. Managers not present at the meeting at which such amendment was considered may express their approval in writing or by proxy. Such approvals must be by not less than five of the managers if there are nine managers, or a majority if there are fewer than nine managers, and a majority of the first mortgagees of the unit owners. Notwithstanding anything herein to the contrary, a proposed amendment must be approved separately by a majority of the managers representing the office and residential units, respectively, where such proposed amendment would affect the right of the office units to be represented by at least one Manager on the Board of Managers (Article VII, Section A hereof) or the manner in which determinations by the Board of Managers shall be made (Article VII, Section D hereof).

3. Recording. A copy of each amendment shall be certified by the officers of the Board of Managers as having been duly adopted and shall be effective when recorded in the public records of Monroe County, New York. Copies of the same shall be sent to each owner and his mortgagee in the manner elsewhere

provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

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

C. Rules and Regulations. The Rules and Regulations of the Condominium shall be amended by a majority of the Board of Managers and shall be effective when recorded in the public records of Monroe County, New York. Copies shall be sent to each owner in the same manner as amendments to the Declaration.

ARTICLE XV - TERMINATION

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

A. Voluntary Termination. Voluntary termination of the Condominium may be effected by the agreement of all unit owners and first mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Office of the Clerk of Monroe County. Where a unit is owned by more than one person, only one vote shall be recognized from the unit. If the persons owning a unit are

evenly divided on whether to terminate, the vote shall be considered to be cast in favor of the position taken by the majority of the other unit owners.

B. Involuntary Termination. If it is determined in the manner elsewhere provided herein, that the Condominium Property shall not be reconstructed or repaired after being damaged by fire or other casualty, the Declaration shall be deemed to have been terminated. The determination not to reconstruct or repair after a casualty loss shall be evidenced by a certificate of the Board of Managers certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Office of the Clerk of Monroe County.

C. Effect of Termination. After termination of the Condominium, the unit owners shall own the Condominium Property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such unit owners shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the ratio of the value his unit bears to the total value of the Condominium on the date of termination. All funds held by the Board of Managers and insurance proceeds, if any, shall be and continue to be held jointly for the unit owners

and the first mortgagees in proportion to the amount of the assessments paid by each unit owner. The costs incurred by the Board of Managers in connection with a termination shall be a common expense.

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

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

ARTICLE XVI - COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every unit and the appurtenances thereto; and every unit owner and claimant of the Condominium Property or any part thereof, or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

ARTICLE XVII - LIENS

A. Protection of Property. All liens against a unit other than first mortgage liens held by permitted mortgages or for taxes or special assessments, will be satisfied or otherwise removed within 30 days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

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

C. Notice of Suit. Unit owners shall give notice to the Board of Managers of every suit or other proceeding which will or may affect the title to his unit, such notice

to be given within five days after the unit owner receives notice thereof.

D. Effect of Failure to Comply with Article.

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

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

ARTICLE XIII - JUDICIAL SALES

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

B. Redemption by Board of Managers. In the event proceedings are instituted to foreclose any mortgage or other lien on any unit, the Board of Managers on its own behalf or on behalf of one or more unit owners, shall have the right to redeem from the mortgagee or lienor for the amount due thereon or to purchase such unit at the foreclosure sale for the amount set forth to be due by the mortgagee or lienor in the foreclosure proceedings, and should the mortgagor or lienee fail to redeem from such mortgage or lien, and in case of such redemption by the Board of Managers, the Board of Managers shall take and have absolute fee simple title to such unit, free from any claim or right

of any grantee, his heirs or assigns or such mortgagor or lienee, and every person claiming by, through or under such mortgagor or lienee. Nothing contained herein shall preclude a bank, insurance company, Federal or state savings and loan association or any other mortgagee approved by the Board of Managers pursuant to Article VI, Section D, hereof from owing a mortgage on any unit, and such mortgagee shall have an unrestricted, absolute right to accept title to the unit in lieu of foreclosure or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of New York and to bid for said unit at the foreclosure sale, provided said mortgagee gives to the Board of Managers, its successors or assigns, written notice by certified mail of the said default mailed at least 30 days prior to the institution of foreclosure proceedings, during which 30 days the Board of Managers of the Condominium shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment, such mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Condominium or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto, from such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee

taking title at such foreclosure sale or in lieu of foreclosure may acquire such unit and occupy the same and let, relet, sell and resell the same without complying with the restrictions limiting the occupation of the Condominium Property to persons approved by the Board of Managers. If the Board of Managers redeems such mortgage or cures such default, it shall have a lien against the unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

ARTICLE XIX - CONDEMNATION

In the event that an action in eminent domain is brought to condemn all or any portion of the common elements within the Condominium, exclusive of any restricted common element, the award made for such taking shall be payable as follows:

1. If the award is for the acquisition of the entire Condominium, the amount payable shall be paid to the Board of Managers, as trustee, for distribution to the unit owners, each in proportion to his undivided common interest, subject to (a) the rights of mortgagees and (b) all unpaid regular and/or special assessments, together with any interest charges or fees attributable thereto.

2. If the award is for the acquisition of only part of the Condominium and is less than \$10,000, the entire amount thereof shall be payable to the Board of Managers, as trustee, subject to the rights of mortgagees, and such amount, together with any interest charges or fees attributable thereto, shall be held by the Board of Managers to reduce the common expense for the next succeeding fiscal year.

3. If the award is for the acquisition of only part of the Condominium and is in excess of \$10,000, it shall be distributed to the unit owners, each in proportion to his undivided common interest, subject to (a) the rights of mortgagees and (b) all unpaid regular and/or special assessments, together with any interest charges or fees attributable thereto.

ARTICLE XX - PROVISIONS PERTAINING TO SPONSOR

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

A. Control by Sponsor. For so long as Sponsor owns either of the office units and four or more residential units, a majority of the Board of Managers shall be selected by Sponsor and such members as may be selected by Sponsor need not be residents of the Condominium. In the event that the two office units and four residential units have not been sold within one year of closing of title to the first unit of the Condominium, the transition to unit owners' control shall be consistent with title transfers so that Sponsor will no longer elect a majority of the Board of Managers when title to five units, office or residential, have been transferred to purchasers.

B. Warranties. Sponsor specifically disclaims any warranties or representations in connection with the Condominium Property or the Condominium Documents except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common expenses and monthly charges for the first year of operation of the Condominium are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.

ARTICLE XXI - SEVERABILITY RELATING TO
CONDOMINIUM DOCUMENTS

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

ARTICLE XXII - UNIT DEEDS

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

ARTICLE XXIII - CAPTIONS

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

ARTICLE XXIV - GENDER, SINGULAR, PLURAL

Whenever the context so permits, throughout the Condominium Documents, the use of the plural shall include the singular and the plural, and any gender shall be deemed to include all genders.

ARTICLE XXV - SEVERABILITY RELATING
TO DECLARATION

If any provision of this Declaration or any section, sentence, clause, phrase or word or the application thereof in any circumstances is determined to be in conflict with the laws of the State of New York, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, Sponsor has executed this Declaration this first day of March, 1977.

LOWELL COLVIN, INC.

By: Lowell Colvin
LOWELL COLVIN, President

STATE OF NEW YORK)
 : SS.
COUNTY OF MONROE)

On this 1st day of MARCH, Nineteen Hundred and Seventy-SIX, before me personally appeared LOWELL COLVIN to me personally known who, being by me duly sworn did depose and say that he resides in the City of Rochester, Monroe County, New York, that he is the President of LOWELL COLVIN, INC., the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



B. G. STAFFAN LUNDBACK
Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 30, 1978

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND containing .87 acres, more or less, being part of Lot 35, second subdivision of Lots, Township 13, Range 7 in the City of Rochester, County of Monroe, State of New York and further known as Lot No. 1 of the Phoenix Subdivision as shown on a Subdivision Map of Lots No. 1 and 2 of said Phoenix Subdivision, dated December 13, 1976 and revised January 7, 1977, and January 18, 1977, as prepared by Thomas F. Frazer, P.E., consulting engineer and filed in the Monroe County Clerk's Office in Liber 202 of Maps, at page 86 (hereinafter referred to as the "Phoenix Subdivision Map"), being more particularly bounded and described as follows: Beginning at a point in the northerly line of East Avenue which said point is 325 feet westerly from the point of intersection of the north line of East Avenue with the division line between the lands formerly owned by Thomas E. Blossom and lands formerly owned by A.J. Fisk and conveyed by Henry G. Strong and his wife to Stella B. Ingmire by deed dated August 8, 1910 and recorded in Monroe County Clerk's Office in Liber 825 of Deeds, page 446; thence (1) running westerly in the northerly line of East Avenue a distance of 161.00 feet; thence (2) northerly at an interior angle of $90^{\circ}32'37''$, a distance of 227.83 feet; thence (3) easterly, at an interior angle of $89^{\circ}27'23''$, a distance of 91.89 feet; thence (4) northerly, at an interior angle of 270° , a distance of 16.41 feet; thence (5) easterly, at an interior angle of 90° , a distance of 68.96 feet; thence (6) southerly, at an interior angle of $90^{\circ}32'37''$, a distance of 244.23 feet to the point or place of beginning;

Together with a non-exclusive easement for access and driveway purposes and the exclusive right to use the designated parking spaces for parking purposes on that part of Lot 2 of the Phoenix Subdivision which is bounded and described as follows: Commencing at the southwest corner of the above

described premises thence (1) running westerly along the northerly line of East Avenue a distance of 29.00 feet to a point; thence (2) running northerly parallel with the westerly line of the last above described parcel a distance of 189.00 feet to a point; thence (3) running easterly parallel with the north line of said East Avenue a distance of 29.00 feet to the west line of the above described premises; thence (4) running southerly along the westerly line of the above described premises a distance of 189 feet to the point of beginning, all as more particularly shown on the aforementioned Phoenix Subdivision Map.

SUBJECT TO the following easements hereby reserved to and for the benefit of Sponsor, its successors and assigns:

1. A 15' wide non-exclusive easement for access and driveway purposes and utility services along and parallel to the west lot line of the above described premises as more particularly shown on the aforementioned Phoenix Subdivision Map; and

2. A 30' wide non-exclusive easement for access and driveway purposes and utility services commencing at the south-east corner of the above described premises thence (1) 30' in a westerly direction along the north line of East Avenue; thence (2) in a northerly direction along and parallel to the East Lot line of the above described premises to a point one foot distant from the south wall of an existing building thereon known as the Carriage House; thence (3) in an easterly direction along and one foot distant from the south wall of said building to the end thereof; thence (4) in a northerly direction immediately adjacent and along a jog, in the southeast corner of said building; thence (5) in a westerly direction to a point one foot distant from the east wall of said building; thence (6) in a northerly direction along and one foot distant from the east wall of the building to the northerly lot line of the above described premises; thence (7) in an easterly direction to the east lot line of the above described premises; thence (8) in a southerly direction along the east lot line of the above described premises to the point or place of beginning, all as more particularly shown on the Phoenix Subdivision Map.

ALSO SUBJECT TO (a) an easement to Rochester Railway and Light Company recorded in the office of the Clerk of the County of Monroe on August 24, 1912, in Liber 897 of Deeds, at p. 388; and (b) an easement to Rochester Railway and Light Company, New York Telephone Company and Rochester Telephone Company recorded in the office of the Clerk of the County of Monroe on February 17, 1916, in Liber 981 of Deeds, at p. 384; and (c) an easement granted to Rochester Gas and Electric Corporation recorded in the office of the Clerk of Monroe on March 30, 1977 in Liber 5193 of Deeds, at p. 296.

BY-LAWS OF
THE PHOENIX CONDOMINIUM

ARTICLE I - IDENTITY

A. The Condominium. These are the By-Laws of The Phoenix Condominium annexed as Schedule "B" to the Declaration of Condominium, and recorded in the Monroe County Clerk's Office on _____, 1977 in Liber ____ of Deeds, at page _____.

B. Government. These By-Laws provide the method by which The Phoenix Condominium (herein the "Condominium"), a condominium in the City of Rochester, Monroe County, organized under the Condominium Act, shall be governed.

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

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

ARTICLE II - BOARD OF MANAGERS

A. Membership and Election. The Condominium shall be governed by a Board of Managers consisting of not less than three nor more than nine persons. The Board of Managers shall be elected each year as follows: each unit

owner may elect one Manager, either by designating himself or another to act in his behalf. The owner(s) of the office units shall, however, have the right at all times to be represented by at least one Manager on the Board. If more than one person or a corporation holds title to a unit, then one person shall be designated in writing as representative for the unit by the respective owners or corporation. The same person may act as representative of two or more unit owners, if so designated, and shall have one vote for each unit so represented, provided there shall always be at least three Managers.

B. Term. The term of each Manager's service shall extend for one year or until the next annual meeting of the Board when a successor shall be duly elected.

C. Removal. Any member of the Board of Managers may be removed by the remaining members of the Board of Managers prior to the expiration of his term for cause or when title to the unit he represents is transferred or where foreclosure proceedings have been commenced against the unit he represents.

D. Vacancy. Any vacancy on the Board of Managers shall be filled in the manner provided for in the election of Managers, except that if foreclosure proceedings have been brought against a unit, the Board of Managers shall

elect the successor. Where the vacancy is caused by the removal, resignation or other departure of a Manager representing the owners of the office units, another Manager shall be nominated in his stead by the owners of said office units.

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

- a. To make and collect assessments against unit owners to defray the costs of the Condominium.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. To assure the maintenance, repair, replacement and operation of the common elements and other property designated in the Condominium Documents as a common expense.
- d. To enter upon and within any unit, in the presence of the owner or otherwise, for the purpose of (1) making emergency repairs therein, (2) performing

necessary maintenance or repairs to a portion or portions of the common elements, (3) abating any nuisance or dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such unit, or (4) for any other purpose reasonably related to the performance by the Board of Managers of its responsibilities under the terms of the Declaration, as the same may from time to time be amended or modified.

e. To assure the reconstruction of improvements after damage or destruction by fire or other casualty and the further improvement of the property.

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

g. To exercise on behalf of the remaining unit owners or others the right of first refusal to purchase or lease units and to approve or disapprove proposed mortgagees, in the manner provided by the Condominium Documents.

h. To enforce by equitable and/or legal means the provisions of the Condominium Documents, its Declaration, By-Laws and Rules and Regulations for the use of the property in the Condominium.

i. To purchase insurance for the protection of unit owners and the common elements of the Condomin-

ium against loss or damage by fire or other casualty and liability as provided in the Declaration.

j. To pay the cost of all water, sewer and other utility services rendered to the Condominium and not billed to the owners' individual units.

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

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

m. To borrow money and to incur indebtedness for the benefit of the Condominium and to cause to be executed and delivered therefor, in the name of the Condominium, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges or other evidences of debt in security therefor.

n. To acquire in the name of the Board of Managers or in the name of its designee, corporate or otherwise, any Unit pursuant to Articles VI, XII and XVIII of the Declaration and to convey, lease, sublet

or hold the same upon such terms and conditions as the Board shall at such time determine.

F. Method of Calling Meetings.

a. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by the Board. Notice of regular meetings shall be given to each Manager personally or by mail, telephone or telegram at least 10 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.

b. Special meetings of the Board of Managers may be called by the President and must be called by the Secretary at the written request of any one Manager. No less than three days' notice of the meeting shall be given personally or by mail, telephone or telegram, except in the case of an emergency, and such notice shall state the time, place and purpose of the meeting.

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

G. Quorum. A quorum at the Board of Managers' meetings shall consist of the representatives of not less than five units. If at any meeting of the Board of Managers there be less than a quorum present, the Managers present shall adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

H. Determinations by the Board of Managers.

Generally the votes of a majority of the members of the Board of Managers present at a meeting of which a quorum is present shall constitute the decision of the Board of Managers. However, (a) any determinations which affect only the residential units shall be made by a majority of those Managers elected by the residential unit owners at a meeting at which a quorum of all Managers, office and residential, are present and (b) any determinations which affect only the office units, including but not limited to office operation, office hours and office parking during office hours, shall be made by a majority of those Managers elected by the office unit owners at a meeting at which a quorum of all Managers, office and residential, are present.

I. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of

Managers may be taken without a meeting if all the members of the Board of Managers consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the Board of Managers.

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

a. The President shall be the chief executive officer of the Condominium and shall preside over the meetings of the Board of Managers and of the unit owners. He shall have all the powers and duties which are usually vested in the office of the president, including but not limited to the power to appoint committees from among the Managers, unit owners and residents of the Condominium from time to time, as he may

in his discretion determine appropriate, to assist in the conduct of the affairs of the Condominium.

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

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

d. The compensation, if any, of all officers and employees of the Condominium shall be fixed by the

Exhibit "O(1)"

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

ARTICLE III - FISCAL MANAGEMENT

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

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

B. Budget.

a. The Board of Managers shall adopt a budget for common charges for each calendar year which shall contain estimates of the cost of performing the functions of the Condominium; including but not limited to the following items:

1. Maintenance and operation of common elements such as landscaping, driveways and walkways, entrance and walk lights.

2. Utility services for the common elements and water for the entire Condominium.

3. Reserve fund for the maintenance and repair of common elements such as the exterior walls and roofs of the buildings.

4. Casualty insurance.

5. Liability insurance.

6. Administration.

7. Taxes which may be assessed against the Condominium property until each unit is separately assessed.

8. Proposed assessment against each unit owner.

Exhibit "O(1)"

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

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

D. Audit. An audit of the accounts of the Condominium, including a statement of receipts and expenditures, shall be made annually at the end of each fiscal year, by a certified public accountant, selected by the Board of Managers and a copy of the report, including the statement of receipts and expenditures for the year, shall be furnished to each unit owner and to each of the other members of the Board of Managers.

E. Fidelity Bonds. Fidelity bonds shall be required by the Board of Managers for all officers and employees of the Condominium and from any contractor

handling or responsible for Condominium funds. The amount of such bonds shall be determined by the Board of Managers but shall be at least equal to the amount of the total annual assessments against unit owners for common expenses. The premium on such bonds shall be a common expense and be paid by the Board of Managers.

ARTICLE IV - MEETINGS AND POWERS OF UNIT OWNERS

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

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

C. Quorum. A quorum at unit owners' meetings shall consist of the representatives of five or more units,

in person or by proxy. The acts of the unit owners must be approved by vote of the owners of at least five units except as specifically otherwise provided in these By-Laws, the Declaration of Condominium or the Condominium Act.

ARTICLE V - AMENDMENTS TO BY-LAWS

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

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

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

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

D. Notwithstanding anything herein to the contrary, any proposed amendment which would affect the right of the office units to be represented by at least one Manager on the Board of Managers (Article II, section A, hereof) or the manner in which determinations by the Board of Managers shall be made (Article II, section H, hereof) must be

approved separately by a majority of Managers or unit owners representing the residential and the office units, respectively.

E. The amendment shall become effective when recorded in the Office of the Clerk of Monroe County.

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

RULES AND REGULATIONS

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

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

3. No baby carriages, velocipedes, or bicycles shall be allowed to stand on the sidewalks, entrances, driveways or other common elements of the condominium.

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

5. No garbage cans, supplies, milk bottles or other articles shall be placed on the common elements, nor shall anything be hung from the windows, or placed upon the window sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors.

6. No unit owner shall make or permit any disturbing noises in the condominium by himself, his family,

employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play upon, or permit to be played upon, any musical instrument or operate or permit to be operated a tape recorder, phonograph, hi-fi, stereo, fm set, radio, or other type of equipment for producing sound in the unit between the hours of twelve o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the buildings.

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

8. No garbage, trash, or cuttings shall be placed, stored or collected in any area other than that designated for such purpose.

Nixon, Hargrave, Devans & Doyle

Attorneys and Counselors at Law

Lincoln First Tower

Rochester, N. Y. 14603

(716) 546-8000

SUITE 701
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 872-0044

POST OFFICE BOX 1027
247 ROYAL PALM WAY
PALM BEACH, FLORIDA 33480
(305) 659-6255
ELSEWHERE IN FLORIDA (800) 432-3466

February 23, 1977

Lowell Colvin, Inc.
747 East Avenue
Rochester, New York 14607

Gentlemen:

We have acted as your counsel in connection with the organization of The Phoenix Condominium (herein the "Condominium"), consisting of seven family residential units and two office units located at 1430 East Avenue in the City of Rochester, Monroe County, New York, and in connection therewith we have examined the Declaration, the Plans, the By-Laws and the Rules and Regulations of the Condominium, each of which are exhibits to the Declaration. Based upon our examination of the foregoing, and upon our examination of applicable provisions of New York law including, without limitation, Article 9-B of the Real Property Law (herein the "Condominium Act"), it is our opinion that:

1. Upon the filing of the Plans and the recording of the Declaration and the exhibits thereto in the Office of the Monroe County Clerk, the Condominium will have been duly organized under the Condominium Act and the Declaration will confer valid interests enforceable in accordance with the Condominium Act, subject to the provisions thereof and of the By-Laws and Rules and Regulations, which will be valid and enforceable.

2. A Certificate of Zoning Compliance has been issued to you by the City of Rochester certifying that the Condominium is in compliance with the Zoning Ordinance of the City of Rochester.

3. The Condominium will not violate any rules regarding the alienation of property, including the rule against perpetuities.

4. Each unit in the Condominium will be taxed separately for real estate tax purposes, and each unit owner will be entitled under present law to claim a deduction for (a) the real estate taxes assessed against his unit and paid by him and (b) the amount paid by him on account of interest on any mortgage

Nixon, Hargrave, Devans & Doyle

Lowell Colvin, Inc.
February 23, 1977
Page 2.

indebtedness covering such unit for Federal and State income tax purposes. However, no assurances can be given that either the United States Treasury Department or the New York State Department of Taxation and Finance will allow the aforementioned deductions.

Very truly yours,

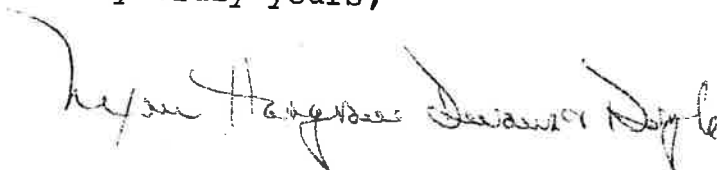
A handwritten signature in cursive script, appearing to read "Nixon Hargrave Devans & Doyle", written in dark ink.

EXHIBIT S

ESTIMATED CLOSING COSTS*

CLOSING COSTS	UNIT 1 (\$75,000) 1402 East Avenue	UNIT 2 (\$60,000) 1404 East Avenue	UNIT 3 (\$70,000) 1406 East Avenue	UNIT 4 (\$75,000) 1408 East Avenue	UNIT 5 (\$65,000) 1410 East Avenue	UNIT 6 (\$75,000) 1412 East Avenue
<u>Recording fees:</u>						
(1) Deed	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
(2) Mortgage, if any	7.00	7.00	7.00	7.00	7.00	7.00
<u>Title Insurance:</u>						
(1) Fee policy: if requested by purchaser	346.00	301.00	331.00	346.00	316.00	346.00
(2) Mortgage policy: if required by lending institution	288.00	251.00	276.00	288.00	264.00	288.00
(3) Mortgage and fee policy: combined and simultaneous issue of both Mortgage and Fee policy	404.00	354.00	387.00	404.00	371.00	404.00
<u>Mortgage Tax:</u>						
If maximum mortgage financing obtained (80% of purchase price)	425.00	335.00	395.00	425.00	365.00	425.00

EXHIBIT S

ESTIMATED CLOSING COSTS (cont.)

CLOSING COSTS	UNIT 7 (\$88,000) 1414 East Avenue	UNIT 8 (\$60,000) 1416 East Avenue	UNIT 9 (\$60,000) 1418 East Avenue
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Recording fees:

(1) Deed	\$ 7.00	\$ 7.00	\$ 7.00
(2) Mortgage, if any	7.00	7.00	7.00

Title Insurance:

(1) Fee policy: if requested by purchaser	384.00	301.00	301.00
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(2) Mortgage policy: if required by lending institution	320.00	251.00	251.00
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(3) Mortgagee and fee policy: combined and simultaneous issue of both Mortgage and Fee policy	445.00	354.00	354.00
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Mortgage Tax:

If maximum mortgage financing obtained (80% of purchase price)	503.00	335.00	335.00
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- * 1. Each Purchaser will be responsible for the payment of his own attorney's fees.
 2. Real Estate taxes and assessments for common expenses will be adjusted at closing.
 3. If mortgage financing is obtained, the borrower is by custom and practice required to pay the fees charged by lender's attorney.
 4. If mortgage financing is obtained, borrower may have to deposit monies in escrow with the lending institution at time of closing towards payment of real estate taxes.
 5. Mortgage tax for residential units is based upon tax rate for single family residences; tax for office units is based upon corporate tax rate.
 6. The closing costs given in this schedule are based upon current rates charged by third parties and may vary with changes in their rate schedules.

340 City Public Safety Building
Civic Center Plaza
Rochester, New York 14614
Telephone: 428-6924



Jan. 12, 1977

Lowell Colvin, Inc.
747 East Ave.
Rochester, NY 14607

Re: 1430 East Ave.
Phoenix Subdivision

Dear Lowell:

Please be advised that all approvals necessary for the subdivision of the two-acre site at 1430 East Ave. (former Phoenix School) to two parcels have been granted. At its meeting of Jan. 10, 1977, the City Planning Commission of Rochester unanimously passed a resolution approving the subdivision on condition that approval of Monroe County Pure Waters, the City Engineer, and the City Bureau of Water be obtained. I have just received a subdivision plan stamped and signed by Stanley L. Yale of Pure Waters, and approval letters from the City Engineer and the Bureau of Water.

In addition, you have obtained a Certificate of Appropriateness from the Rochester Preservation Board for exterior changes, a variance for re-establishment of front yard parking, and site plan approval; Certificate of Zoning Compliance, #2833, has been issued.

Best of luck with your energetic rehabilitation project.

Sincerely yours,

D.K. Johnston

D.K. Johnston
City Planner

DKJ:im

No 1

TR. NO. 84348145301
BOOK 6635 PAGE 297
REEL PR
NO. PAGES 12
12/13/84 14:53:01
AT
MONROE COUNTY CLERK

AMENDMENT TO THE DECLARATION
FOR THE PHOENIX CONDOMINIUM

We, the undersigned, being owners of the units in THE PHOENIX CONDOMINIUM, 1430 East Avenue, Rochester, New York (the "Condominium") are making this Amendment to the Declaration of Condominium this 1st day of DECEMBER, 1979, for the purpose of establishing and preserving certain changes to the basement floor plan in said Condominium.

LIBER 6635 PAGE 297

W I T N E S S E T H:

WHEREAS, the original floor plan for the basement of the Condominium (the "Original Plan") contained two office units and a common area, together with storage space for Units 1402, 1404 and 1406 in locations as set forth on Exhibit "A" hereto and as set forth in the Offering Plan for the Condominium; and

WHEREAS, the Original Plan further provided for areas for installation of washers and dryers in the common area, all as shown in Exhibit "A" hereto and as set forth in the Offering Plan for the Condominium; and

WHEREAS, there have been certain changes in and to the Original Plan which the undersigned unit owners now wish to establish and preserve of record; and

WHEREAS, the changes in the Original Plan will only negligibly affect the approximate dimensions of the units therein and therefore have no impact on the common interest of the units in the Condominium; and

WHEREAS, the changes to the Original Plan are set forth on the new floor plan for the basement of the Condominium, a copy of which is attached hereto as Exhibit "B" (the "New Plan").

NOW, THEREFORE, the parties hereto wish to make the following amendment to Declaration of THE PHOENIX CONDOMINIUM:

1. Restricted Common Element for Unit 1402. Unit 1402 hereby is given the area designated and marked "1402 Storage" on the New Plan as a restricted common element in lieu of that previously given to said unit by the terms of the Offering Plan as shown on the Old Plan. The access to this storage shall be by stairs through the floor of Unit 1402 which access and stairs shall also constitute a restricted common element.

2. Restricted Common Element for Unit 1404. Unit 1404 hereby is given the area designated and marked "1404 Storage" on the New Plan as a restricted common element in lieu of that previously given to said unit by the terms of the Offering Plan as shown on the Old Plan. The access to this storage shall be by the common stairs to the basement.

3. Restricted Common Element for Unit 1406. Unit 1406 hereby is given the area designated and marked "1406 Storage" on the New Plan as a restricted common element in lieu of that previously given to said unit by the terms of the Offering Plan as shown on the Old Plan. The access to this storage shall be by the common stairs to the basement.

RECORDED
DEC 14 1979
CLERK

Box 30 (Dinner Hall)

4. Amendment of Common Area. The northeast room of the basement designated in the Offering Plan and shown in the Original Plan as a common element with storage space for Units 1402, 1404 and 1406 and space for laundry facilities shall no longer constitute a common element of the Condominium since sufficient storage space and laundry facilities have been provided for these and the other units in the Condominium, but shall become part of Unit 1418 of the Condominium.

5. Layout of Units 1416 and 1418. The layout of Units 1416 and 1418 shall be altered to that shown on the new Plan. The approximate dimensions of these units, subsequent to the alterations as shown on the New Plan and as described herein, involve only a negligible change in the square foot area thereof and accordingly there will be no change in the common interest of these or any other units in the Condominium.

6. As-Built Certification. The New Plan attached hereto shows the approximate dimension, location, layout and unit designations of Units 1416 and 1418 as-built and will contain a certification to that effect by a registered architect. The New Plan, once so certified, will be attached hereto as Exhibit "C" and filed in the Office of the Clerk of the County of Monroe, together with this Amendment for the purpose of complying with Section 339-p of the New York Real Property Law.

IN WITNESS WHEREOF, the parties hereto and their mortgagees have hereunto set their hands the year and day first above written.

Unit Owners

David M. Allyn
DAVID M. ALLYN, Unit 1402

Marion G. Allyn
MARION G. ALLYN, Unit 1402

CYNTHIA R. LYON, Unit 1404

JACK R. PEARSON, Unit 1406

GAIL S. PEARSON, Unit 1406

MARIEN G. ROBINSON, Unit 1408

JANE F. UEBBING, Unit 1410

Jean Johnson Unit 1412

ROBERT KEE, Unit 1414

LOWELL COLVIN, INC.

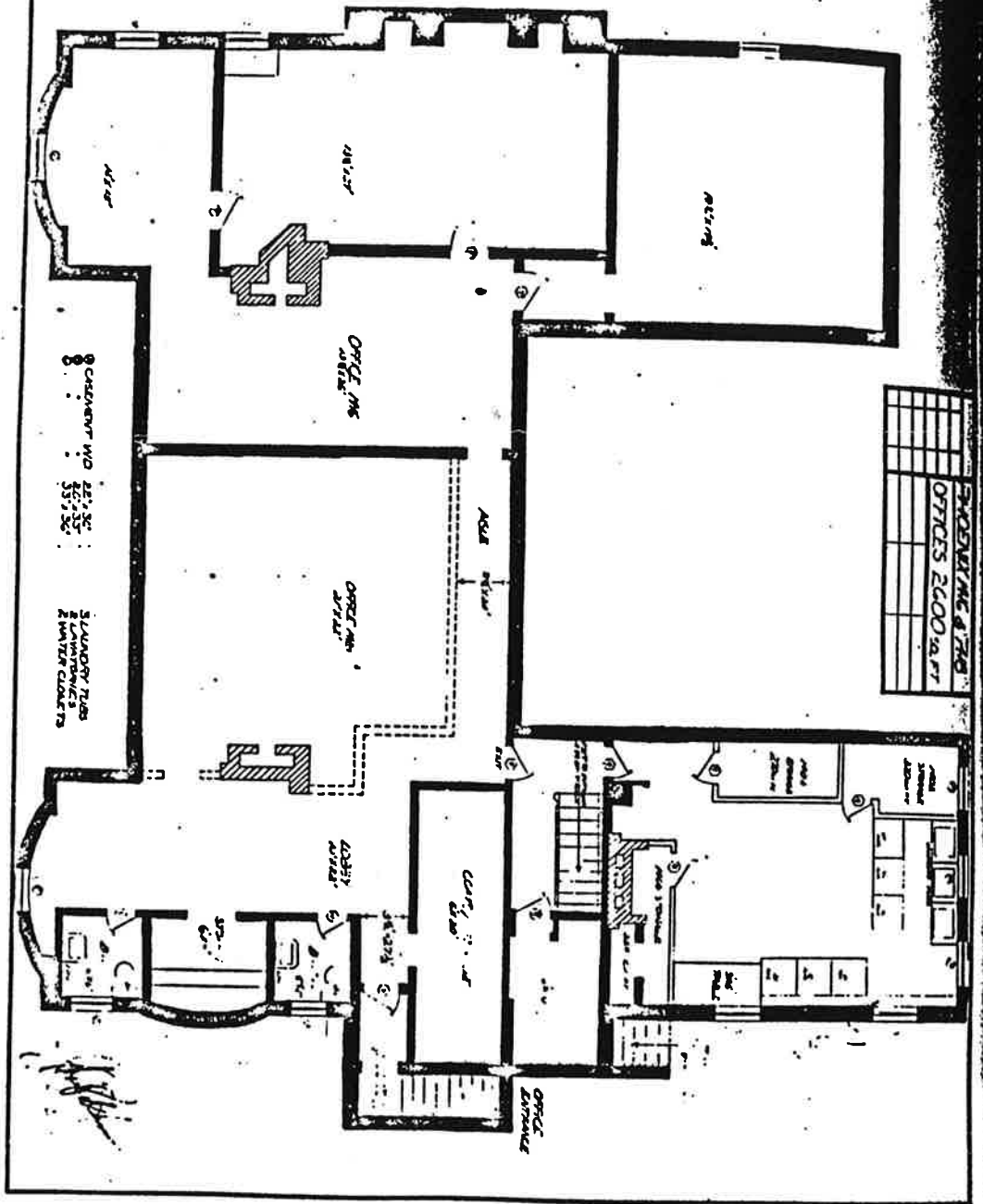
LOWELL COLVIN, INC.

By: Lowell Colvin
Unit 1416

By: Lowell Colvin
Unit 1418

State of New York, County of Monroe
On this fifth day of November, 1979, before me personally appeared David M. Allyn and Marion G. Allyn described in and who executed the within instrument and he/she thereupon duly acknowledged to me that he/she executed the same.

Maureen C. Zadony
MAUREEN C. ZADONY
NOTARY PUBLIC State of N.Y. Monroe Co.
My Commission Expires March 30, 1981



NO. 2

AMENDMENT TO THE DECLARATION
FOR THE PHOENIX CONDOMINIUM

MONROE CO.
CLERK'S OFFICE

We, the undersigned, being Managers on the Board of Managers of the PHOENIX CONDOMINIUM, 1430 East Avenue, Rochester, New York (the "Condominium"), are making this Amendment to the Declaration of Condominium recorded December 28, 1977 in Liber 5362 of Deeds at Page 210, this 2nd day of October, 1980, for the purpose of establishing and preserving certain changes in and to Unit 1410 on the second floor of the Condominium.

W I T N E S S E T H:

WHEREAS, the original floor plan for the second floor of the Condominium (the "Original Plan") filed in the Monroe County Clerk's Office contained three residential units, 1408, 1410 and 1412, and a common area, each in the respective location shown in the Original Plan attached hereto as Exhibit "A"; and

WHEREAS, there are certain changes in and to the Original Plan which the Board of Managers now wishes to authorize and preserve of record with respect to Unit 1410; and

WHEREAS, the changes in and to the Original Plan will only negligibly affect the approximate dimensions of Unit 1410 and the common areas of the Condominium and therefore will have no impact on the percentage interest (the "Common Interest") of any of the units in the Common Elements of the Condominium; and

WHEREAS, the changes to the Original Plan are shown on the new floor plan for the second floor of the Condominium, a copy of which is attached hereto as Exhibit "B" (the "New Plan").

NOW, THEREFORE, the parties hereto make the following amendment to the Declaration of THE PHOENIX CONDOMINIUM:

Changes to Unit 1410. First, Unit 1410 shall be enlarged by the reconstruction and incorporation into the Unit of the rear portion of the common hallway (the "Hallway") between Units 1408 and 1410, and by a doorway to be installed in the new western wall of the Unit, all as shown on the New Plan attached hereto.

Second, an additional doorway to serve as an entrance and exit to and from Unit 1410 shall be provided for that Unit in its northern wall which separates Unit 1410 from the Hallway, which new doorway is shown on the New Plan attached hereto.

THIRD - Unit 1408 shall be enlarged by the addition of the closet area marked by an 'X' on exhibits A & B

FOURTH - ANY REPAIR OR CLEAN UP NEEDED IN SURROUNDING UNITS BECAUSE OF THE PROPOSED CHANGE IN UNIT 1410 WILL BE PAID FOR BY THE OWNER OF UNIT 1410

MANAGERS OF THE BOARD OF MANAGERS

Harold G. Robinson
David M. McElyea
Marion G. McElyea
Jack R. Karp
Earl S. Pearson

Samuel Colvin

STATE OF NEW YORK)
 COUNTY OF Monroe SS.:

On this 20 day of October, 1980, before me, the subscriber, personally appeared Marion G. Robinson, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Marion G. Robinson
Notary Public
Commission Expires
March 30, 1982

STATE OF NEW YORK)
 COUNTY OF Monroe SS.:

On this 7th day of October, 1980, before me, the subscriber, personally appeared Samuel Colvin, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

B. G. Staffan Lundback

B. G. STAFFAN LUNDBACK
 Notary Public in the State of New York
 MONROE COUNTY, N. Y.
 Commission Expires March 30, 1982

On this 3rd day of October, 1980, before me, the subscriber, personally appeared DAVID M. ALLAN, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.



B. G. STAFFAN LUNDBACK
Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 30, 1985

STATE OF NEW YORK) SS.:
COUNTY OF Monroe)

On this 3rd day of October, 1980, before me, the subscriber, personally appeared MARION G. ALLAN, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.



B. G. STAFFAN LUNDBACK
Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 30, 1985

STATE OF NEW YORK) SS.:
COUNTY OF Monroe)

On this 3rd day of October, 1980, before me, the subscriber, personally appeared JACK R. PIRKSON and CARL S. PIRKSON, to me personally known and known to me to be the same person described in and who executed the within Instrument, and they acknowledged to me that they executed the same.



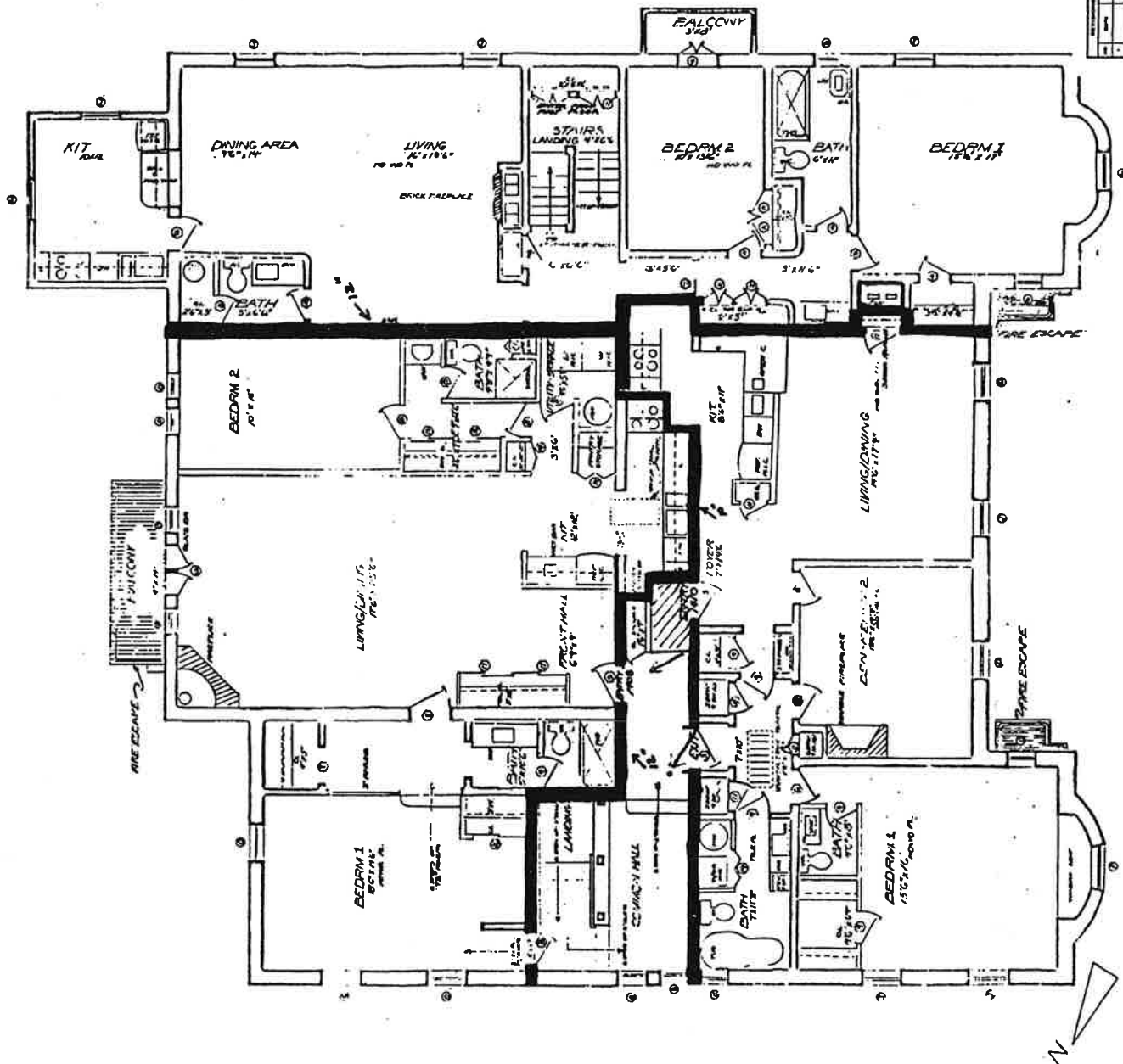
B. G. STAFFAN LUNDBACK
Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 30, 1985

STATE OF NEW YORK) SS.:
COUNTY OF)

On this _____ day of _____, 1980, before me, the subscriber, personally appeared _____, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.



NAME TO BE SUBMITTED		12101 N.W. 1408-10-12	
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FLUORESCENT LIGHTING ON 4 ARE CRANE
FULL WIDTH WALKING ON ALL WALKWAYS
ALL MOUNTED LIGHTS ARE ON 4 ARE CRANE
TO EXTENSION
ALL READY LINE WALKING ON 4 ARE CRANE

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

No-3

**THIRD AMENDMENT TO THE DECLARATION
FOR THE PHOENIX CONDOMINIUM**

We, the undersigned, being all of the Managers of the Board of Managers of The Phoenix Condominium, 1430 East Avenue, Rochester, New York (the "Condominium") are making this Third Amendment to the Declaration of Condominium recorded December 28, 1977 in the Monroe County Clerk's Office in Liber 5362 of Deeds at Page 210 and thereafter amended by Amendment recorded in the Monroe County Clerk's Office on November 14, 1980 at Liber 5892 of Deeds at page 157, and further amended by the Amendment to the Declaration dated December 1, 1979 and recorded in the Monroe County Clerk's Office on December 13, 1984 in Liber 6635 of Deeds, page 297, this 9th day of December, 1994 for the purpose of establishing and preserving certain changes in and to Residential Units 4 (1408 East Avenue) and 5 (1410 East Avenue) on the second floor of the Condominium.

WITNESSETH:

WHEREAS, the original floor plan for the second floor of the Condominium (the "Original Plan") was recorded in the Monroe County Clerk's Office on December 28, 1977 at Liber 5362 of Deeds at Page 210; and

WHEREAS, the Declaration of Condominium was amended by an Amendment to the Declaration for The Phoenix Condominium which was recorded in the Monroe County Clerk's Office on November 14, 1980 at Liber 5892 of Deeds at Page 157 and further amended by the Amendment to the Declaration dated December 1, 1979 and recorded in the Monroe County Clerk's Office on December 13, 1984 in Liber 6635 of Deeds, page 297; and

WHEREAS, the changes to the Original Plan, as amended, as above set forth, are shown on the new floor plan for the second floor of the Condominium, a copy of which is attached hereto as Exhibit "A" (the "New Plan").

NOW, THEREFORE, the parties hereto agree to make the following amendments to the Declaration of The Phoenix Condominium.

1. Unit 5 shall be enlarged by the reconstruction and incorporation into Unit 5 of bedroom number two, bath and utility service area of Unit 4, all as shown on the New Plan.

2. The Declaration of Condominium is hereby further amended as follows:

A. Article II A shall read as follows:

<u>Residential Unit</u>	<u>Address</u>	<u>Floor Area in sq. feet</u>	<u>Interest</u>
1	1402 East Avenue	1575	12.98%
2	1404 East Avenue	1050	8.65%
3	1406 East Avenue	1150	9.48%
4	1408 East Avenue	1160	9.60%
5	1410 East Avenue	1390	11.42%
6	1412 East Avenue	1550	12.78%
7	1414 East Avenue	1656	13.65%

<u>Office Unit</u>	<u>Address</u>	<u>Floor Area in Sq. Feet</u>	<u>Interest</u>
1	1416 East Avenue	1300	10.72%
2	1418 East Avenue	1300	10.72%

The percentage interest of each unit in the common elements has been determined upon the basis of the approximate proportion of the floor area of the unit to the aggregate floor area of all units.

3. Subparagraphs 4 and 5 of Article IV D are hereby amended as follows:


1408 East Avenue, a residential one bedroom unit on the second floor of the Main Building, shall contain a dining room combined with a living room with fireplace, kitchen, one bedroom and one bathroom . The living area shall consist of approximately 1,160 square feet. This unit shall have the exclusive use and possession of an appurtenant balcony (4' x 14') and approximately 800 square feet of attic storage space. The unit shall also have immediate access to the hallway and staircase from the second floor to the first floor and main entrance, driveway and parking to the west and front lawn to the south of the Main Building.


1410 East Avenue, a residential two bedroom unit on the second floor of the Main Building, shall contain a living room combined with a dining room which shall have a fireplace, kitchen, two bedrooms, powder room and two bathrooms. The total living area shall consist of approximately 1,390 square feet. This unit shall have the exclusive use and possession of approximately 800 square feet of attic storage space and immediate access to the hallway and staircase from the second floor to the first floor and main entrance, driveway and parking to the west and front lawn to the south of the Main Building.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the year and day first above written.

MANAGERS OF THE BOARD OF MANAGERS


Edward L. Deci


Jean E. Johnson


R. Marvin Dailey

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On Dec. 9, 1994, before me personally came EDWARD L. DECI, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.


Notary Public

CHARLENE A. SZYDLOWSKI
Notary Public, State of New York
County of Monroe
My Commission Expires
November 30, 1995

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On Dec. 9, 1994, before me personally came JEAN E. JOHNSON, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that she executed the same.


Notary Public

CHARLENE A. SZYDLOWSKI
Notary Public, State of New York
County of Monroe
My Commission Expires
November 30, 1995

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On Dec. 9, 1994, before me personally came R. MARVIN DAILEY, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.


Notary Public

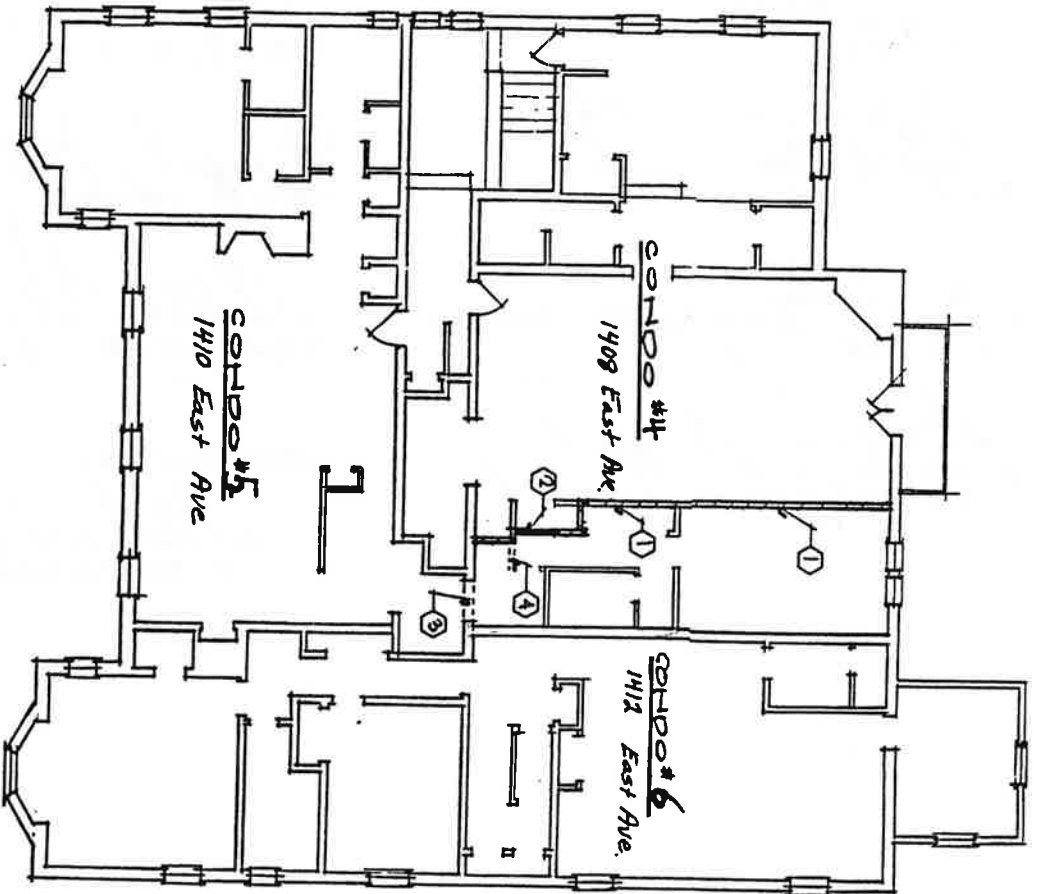
CHARLENE A. SZYDLOWSKI
Notary Public, State of New York
County of Monroe
My Commission Expires
November 30, 1995

General Notes

1. Group B1 occupancy.
2. Type 4b construction classification.
3. This drawing covers only the work alterations shown. Any mechanical, electrical work required for this alterations will be provided for by others.

Construction Notes

- ① Remove exist. 1/2" gypsum board from this side of partition. Provide 3 1/2" fiberglass insulation between studs, RC-1 resilient channel at 24" o.c. and 5/8" Type X Gypsum board. (3/4-hour fire-rating, 45 STC).
- ② 2 x 4 wood studs at 16" o.c. with 1/2" gypsum board on one face and 5/8" Type X Gypsum board and RC-1 resilient channel at 24" o.c. on one face. Provide 3 1/2" fiberglass insulation between studs. (3/4-hour fire-rating, 45 STC).
- ③ Remove exist. 2 x 4 and Gypsum board Infill from existing masonry wall opening.
- ④ Remove existing 2 x 4 and Gypsum board partition.



DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO. 1410 EAST AVE.
 INTERIOR ALTERATIONS

To the best of my knowledge, this is an accurate copy of the floor plan of the second floor of the Phoenix Condominium as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.

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Scale: 1/4" = 1'-0"





PROJECT
 PHOENIX CONDOMINIUM
 1410 EAST AVE
 ROCHESTER - NEW YORK
 INTERIOR ALTERATIONS


DRAWING NO.
 #P.01

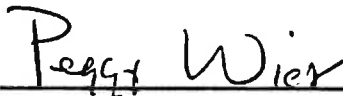
**CONSENT OF THE UNIT OWNERS OF
THE PHOENIX CONDOMINIUMS**

The undersigned, being all of the owners of The Residential Units and Office Units of The Phoenix Condominium hereby consent to the Amendment of the Declaration of Condominium attached hereto as Exhibit "A".


Marion Allyn

 *Elinu B. Hedges* *Trustee*
 *Elinu M. Hedges* *- TRUSTEE*
~~Elinu M. Hedges~~ *ELIHU HEDGES TRUST*



Leta Relin

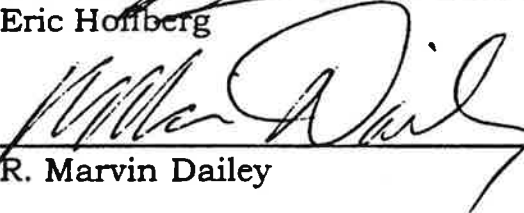

Peggy B. Wier

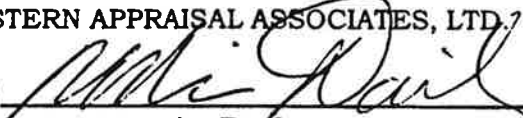

Edward L. Deci


Jean E. Johnson


Eric Hoffberg


Megan Hoffberg


R. Marvin Dailey

EASTERN APPRAISAL ASSOCIATES, LTD.
By: 
R. Marvin Dailey

AMENDMENT TO THE DECLARATION
FOR THE PHOENIX CONDOMINIUM

We, the undersigned, being Managers on the Board of Managers of the PHOENIX CONDOMINIUM, 1430 East Avenue, Rochester, New York (the "Condominium"), are making and consenting to this Amendment to the Declaration of Condominium recorded December 28, 1977 in Liber 5362 of Deeds at Page 210, and thereafter amended by Amendment recorded in the Monroe County Clerk's Office on this ____ day of April, 2005, for the purpose of establishing and preserving certain changes in and to Units 2 and 3 on the first floor of the Condominium.

WITNESSETH:

WHEREAS, the original floor plan for the ground floor of the Condominium (the "Original Plan") was filed in the Monroe County Clerk's Office on December 28, 1977 and sets forth dimensions for three residential units, 1, 2, and 3, respectively and a common area, each in the respective location shown in the Original Plan attached hereto as Exhibit "A";

WHEREAS, there are certain changes in and to the Original Plan which the Board of Managers now wishes to authorize, preserve of record, and consent to with respect to Units 2 and 3; and

WHEREAS, the changes in and to the Original Plan will only negligibly affect the approximate dimensions of Units 2 and 3 and the common area of the Condominium currently owned by the same party, and such changes and modifications shall have no impact on the percentage interest (the "Common Interest") of any of the units in the Common Elements of the Condominium; and

WHEREAS, the changes to the Original Plan are shown on the new floor plan for the ground (first) floor of the Condominium, a copy of which is attached hereto as Exhibit "B" (the "New Plan").

NOW, THEREFORE, the parties hereto make and consent to the following amendment to the Declaration of THE PHOENIX CONDOMINIUM:

1. Changes to Unit 2 – 1404 East Ave. First, Unit 2 shall be combined with Unit 3 by the reconstruction and incorporation into the Unit of the kitchen area of the common wall (the "Wall") existing between Units 2 and 3 and by installation of a structural beam installed in the new opening created by the removal of the wall between the Units, all as shown on the New Plan attached hereto, and the engineering report as to structural beam specifications is annexed hereto as Exhibit "C."

2. Changes to Unit 3 – 1406 East Ave. A doorway shall be created in Unit 3 in the kitchen area to serve as an entrance into the newly constructed common kitchen area between the two adjacent Units 2 and 3. The kitchen area of the adjoining units shall be enlarged to include the area of each unit to create a common kitchen between Units 2 and 3.

3. The Declaration of Condominium is hereby further amended as follows:
A. Article II A shall read as follows:

<u>Residential Unit</u>	<u>Address</u>	<u>Floor Area Square Feet</u>	<u>Interest</u>
1	1402 East Ave.	1,575	12.98%
2	1404-1406 East Ave.	2,200	18.13%
4	1408 East Ave.	1,160	9.60%
5	1410 East Ave.	1,390	11.42%
6	1412 East Ave.	1,550	12.78%
7	1414 East Ave.	1,656	13.65%
<u>Office Unit</u>	<u>Address</u>	<u>Floor Area Square Feet</u>	<u>Interest</u>
1	1416 East Ave.	1,300	10.72%
2	1418 East Ave.	1,300	10.72%

CONSENT BY
MANAGERS OF THE BOARD OF MANAGERS

1. I hereby consent to proposed Amendment:

Carol S. D'Agostino, President
MANAGER

STATE OF NEW YORK)
COUNTY OF MONROE SS.:

On this 22nd day of April, 2005, before me, the subscriber, personally appeared Carol S. D'Agostino to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Elaine Dalconzo-Growe
Notary Public

2. I hereby consent to proposed Amendment:

[Signature]
MANAGER

ELAINE DALCONZO-GROWE
NOTARY PUBLIC, STATE OF NEW YORK
No. 01DA6105534
QUALIFIED IN MONROE COUNTY
MY COMMISSION EXPIRES FEB. 9, 2008

STATE OF NEW YORK)
COUNTY OF MONROE SS.:

On this 22nd day of April, 2005, before me, the subscriber, personally appeared Ray D'Agostino, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Elaine Dalconzo-Growe
Notary Public

ELAINE DALCONZO-GROWE
NOTARY PUBLIC, STATE OF NEW YORK
No. 01DA6105534
QUALIFIED IN MONROE COUNTY
MY COMMISSION EXPIRES FEB. 9, 2008

3. I hereby consent to proposed Amendment:

Debra Aulet, Secretary
MANAGER

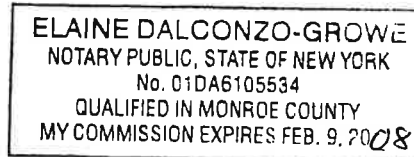
STATE OF NEW YORK)
COUNTY OF MONROE SS.:

On this 22nd day of April, 2005, before me, the subscriber, personally appeared Debra Aulet, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Elaine Dalconzo-Grove
Notary Public

4. I hereby consent to proposed Amendment:

MANAGER



STATE OF NEW YORK)
COUNTY OF MONROE SS.:

On this ____ day of April, 2005, before me, the subscriber, personally appeared _____, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Notary Public

Exhibit A

Exhibit B

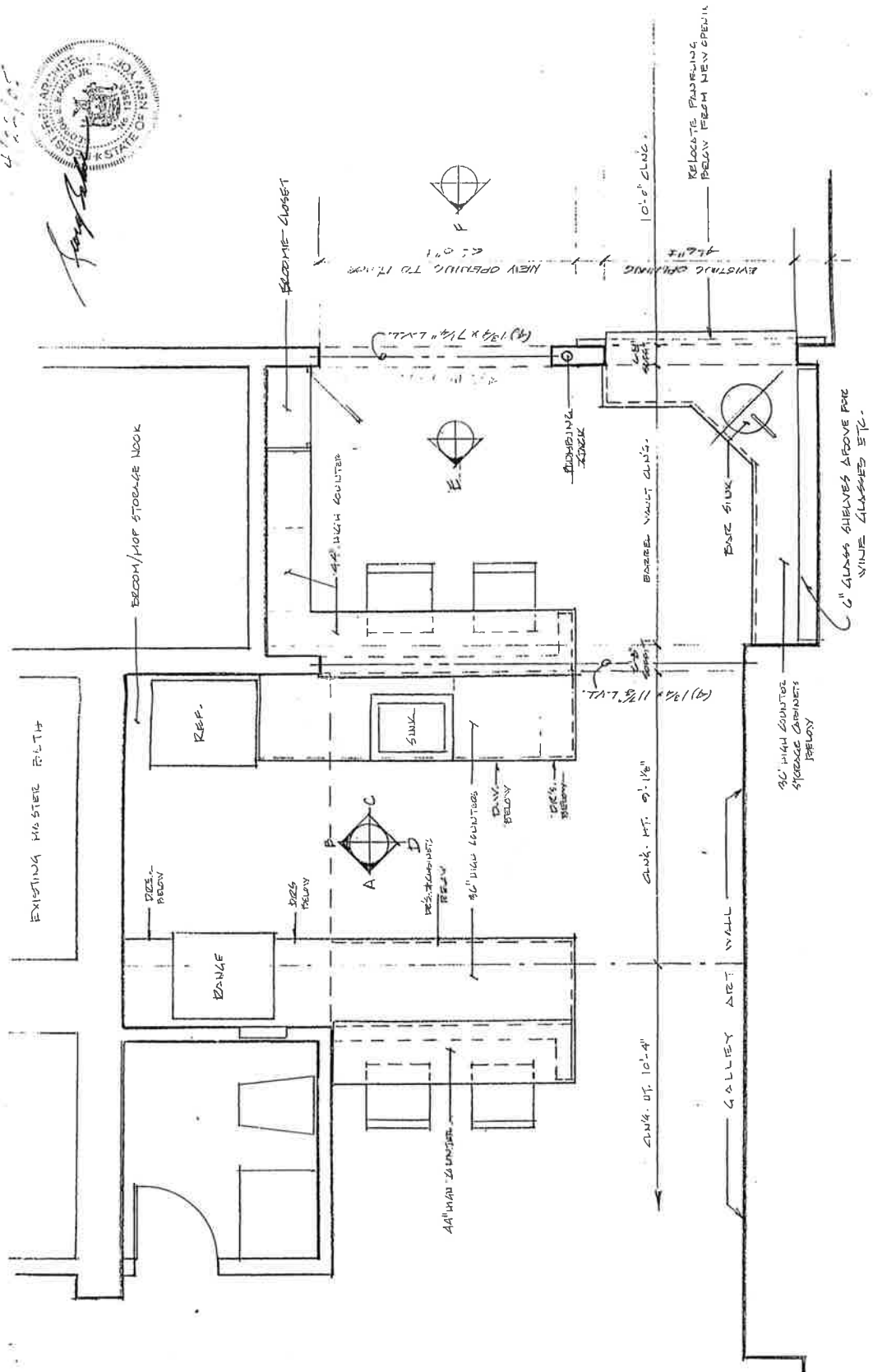
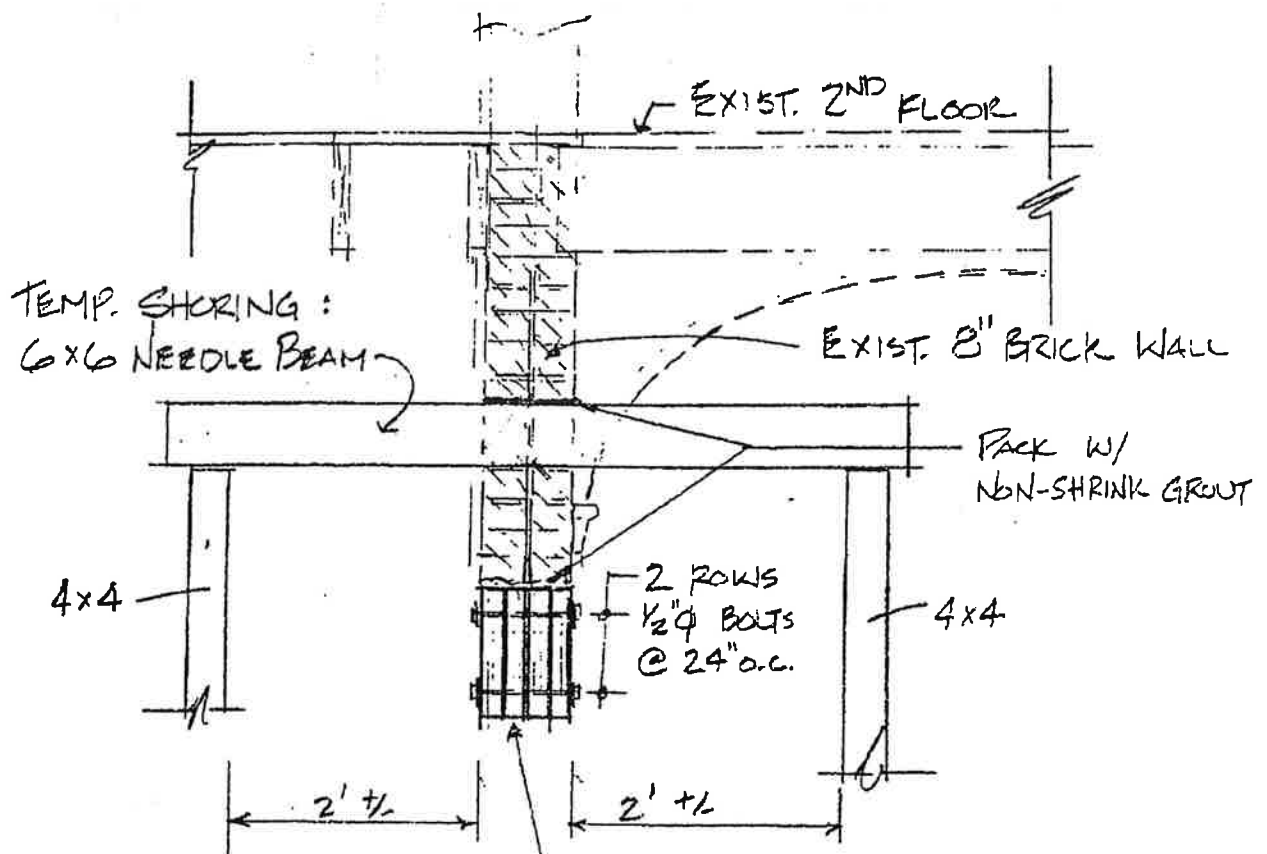


Exhibit C



TEMP. SHORING :

1. REFER TO PLAN FOR APPROX. LOCATION OF NEEDLE BEAMS
2. PROVIDE SHORE POSTS IN BASEMENT TO COINCIDE WITH POST LOCATIONS ABOVE.

4 PLY 1 3/4" x 11 7/8" LVL BEAM
W/ 6" (MIN.) BRG. @ EA. END

INSTALLATION NOTES :

1. REMOVE 12" WIDE x 3 1/2" DEEP 1/2" SLOT (1/2 WALL DEPTH) FOR INSERTION OF 2 PLY, LVL.
2. DRYPACK VOIDS AT TOP OF BEAM AND BRG. POINTS W/ NON-SHRINK GROUT.
3. REPEAT STEP 1. & 2. FOR OPPOSITE FACE OF WALL.
4. BOLT BEAMS TOGETHER, THEN REMOVE BRG. BELOW BEAM.



Herrick-Saylor Engineers, P.C.

STRUCTURAL CONSULTING ENGINEERS

349 West Commercial Street, Suite 3350
(585) 586-1700

East Rochester, N.Y. 14445
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COFIELD CONDO RES.
EAST AVE., ROCHESTER

STRUCTURAL INTEL DETAIL

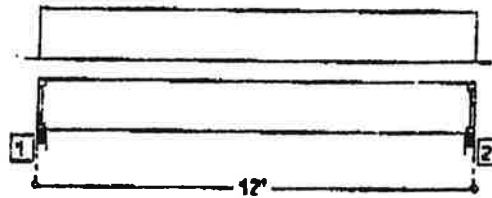
J.S. | 4-20-05 | SK-10F1



TJ-Beam® 8.16 Serial Number: 7004105356
 User: 1 3/31/2005 12:49:23 PM
 Page: 1 Engine Version: 1.10.5

4 Pcs of 1 3/4" x 11 7/8" 1.9E Microllam® LVL

THIS PRODUCT MEETS OR EXCEEDS THE SET DESIGN CONTROLS FOR THE APPLICATION AND LOADS LISTED



Product Diagram is Conceptual.

LOADS:

Analysis is for a Drop Beam Member Tributary Load Width: 6'

Primary Load Group - Residential - Living Areas (psf): 40.0 Live at 100 % duration, 10.0 Dead

Vertical Loads:

Type	Class	Live	Dead	Location	Application	Comment
Uniform(plf)	Floor(1.00)	0.0	220.0	0 To 12'	Adds To	
Uniform(plf)	Roof(1.25)	600.0	240.0	0 To 12'	Adds To	

SUPPORTS:

	Input Width	Bearing Length	Vertical Reactions (lbs) Live/Dead/Uplift/Total	Detail	Other
1 Stud wall	3.50"	2.79"	5040 / 3258 / 0 / 8298	L1: Blocking	1 Ply 1 3/4" x 11 7/8" 1.9E Microllam® LVL
2 Stud wall	3.50"	2.79"	5040 / 3258 / 0 / 8298	L1: Blocking	1 Ply 1 3/4" x 11 7/8" 1.9E Microllam® LVL

-See TJ SPECIFIER'S / BUILDERS GUIDE for details: L1: Blocking

DESIGN CONTROLS:

	Maximum	Design	Control	Control	Location
Shear (lbs)	8067	-6526	19742	Passed (33%)	Rt. end Span 1 under Roof loading
Moment (Ft-Lbs)	23529	23529	44821	Passed (53%)	MID Span 1 under Roof loading
Live Load Defl (in)		0.210	0.389	Passed (L/668)	MID Span 1 under Roof loading
Total Load Defl (in)		0.345	0.583	Passed (L/406)	MID Span 1 under Roof loading

-Deflection Criteria: STANDARD(LL:L/360,TLL:L/240).

-Bracing(Lu): All compression edges (top and bottom) must be braced at 11' 7" o/c unless detailed otherwise. Proper attachment and positioning of lateral bracing is required to achieve member stability.

ADDITIONAL NOTES:

-IMPORTANT! The analysis presented is output from software developed by Trus Joist (TJ). TJ warrants the sizing of its products by this software will be accomplished in accordance with TJ product design criteria and code accepted design values. This specific product application, input design loads, and stated dimensions have been provided by the software user. This output has not been reviewed by a TJ Associate.

-Not all products are readily available. Check with your supplier or TJ technical representative for product availability.

-THIS ANALYSIS FOR TRUS JOIST PRODUCTS ONLY! PRODUCT SUBSTITUTION VOIDS THIS ANALYSIS.

-Allowable Stress Design methodology was used for Building Code IBC analyzing the TJ Distribution product listed above

-Note: See TJ SPECIFIER'S / BUILDER'S GUIDES for multiple ply connection.

Operator Notes:

SUPPORTING MEMBER DESIGNED AS PER SPECIFICATIONS PROVIDE BY BUILDER. ALL SPECIFICATIONS, INCLUDING SUPPORTED LOADS, MUST BE FIELD VERIFIED. |

PROJECT INFORMATION:

1430 EAST AVE.
 1ST FLOOR RENOVATION

OPERATOR INFORMATION:

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 510 Hollenbeck St.
 Rochester, NY 14621
 Phone : (585)266-7700
 Fax : (585)266-7717
 andrew@ridgelumber.com

Exhibit D

CONSENT OF THE UNIT OWNERS OF
THE PHOENIX CONDOMINIUMS

The undersigned, being all the owners of the Residential Units and office Units of The Phoenix Condominium hereby consent to the Amendment of the Declaration of Condominium attached hereto as Exhibit "D".

Brenda Newman

Brenda Newman (1402)

Melody Cofield
Matthew Augustine

Matthew Augustine &
Melody Cofield (1406)

Edward Deci

Edward Deci (1410)

See Officer List

Debra Audet (1414)

Jay Cohen
Jay Cohen (1418)

Melody Cofield
Matthew Augustine

Matthew Augustine &
Melody Cofield (1404)

Nancy Foster

Nancy Foster (1408)

Carol S. D'Agostino

Ray & Carol D'Agostino (1412)

Jay Cohen
Jay Cohen (1416)

